



**NELSON AESTHETICS & COSMETICS, PLLC
MEDICAL PROFESSIONAL LIABILITY ARBITRATION AND PRIVACY AGREEMENT**

____ In consideration of the agreement of:

- Nelson Aesthetics & Cosmetics, PLLC. (NAC)
- The Surgeons of NAC
- The Medical Director of NAC
- The staff under contract with NAC, PLLC (including those individuals under lease service agreement from any third-party staffing entity): herein called the "providers", to render certain medical and surgical services to hereinafter named patient, the providers and patient do hereby agree as follows

____ It is understood that any dispute as to medical malpractice, that is as to whether any medical service rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by the laws of the State of Tennessee, TN Code Ann. 29-5-302 (1980), and not by a lawsuit or resort to court process except as the law of the State of Tennessee provides for judicial review of arbitration proceeding, both parties to this contract, by entering into it, are giving up their right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

____ In the event of any claim, demand, controversy, civil action or dispute, including but not limited to personal injury, malpractice, or any tort, whether brought in tort, contractor otherwise, by Patient, his dependents, whether or not minors, heirs at law, or person representatives, against Doctor or any of the Doctors officers, directors, shareholders, agents, representatives, employees, successors in interest, assigns, staff physicians, or associates agreeing in writing to be bound by this arbitration provisions of the agreement ("Affiliates") **THE SOLE METHOD FOR RESOLVING SUCH DISPUTES SHALL BE BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION** in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties hereby agree that they shall submit their controversy sole Arbitrator who is a medical doctor and a member of the American Academy of Cosmetic Surgery or the American Society of Cosmetic Breast Surgery, who shall decide the controversy based on the evidence presented. The arbitrator will be agreed upon by mutual consent of the parties. It is agreed that all parties relevant to a full and complete settlement of any dispute subject to this agreement may be interviewed or joined.

____ The prevailing party in any arbitration pursuant to this agreement shall be at all cost, including reasonable attorney's fees, and the arbitrators, fees, in prosecuting or defending the claim in arbitration, but not to exceed \$2,000.00 in amount. Furthermore, if any action is initiated or undertaken to set aside or otherwise attack this arbitration agreement or award, or to compel arbitration, the prevailing party in the court action shall be entitled to all costs of such action, including reasonable attorney's fees as may be fixed by the court.

____ Any party initiating arbitration under this agreement shall file with his/her petition a bond or cash surety in the amount equal to One Thousand Dollars (\$1,000.00), which shall provide security for attorney's fees and costs in the event that the moving party should not prevail.

____ In the event that any provision of this agreement shall be void or unenforceable for any reason whatsoever, then such provision or provisions shall be stricken and shall be of no force and effect. The remaining provisions of this agreement, however, shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

____ This agreement shall not limit the ability of the physician, in the exercise of his professional judgment, to refer the patient to other physicians or to decline further medical treatment to the patient.

____ Further, it is understood that a patient's medical information will be considered private, and will only be released after the presentation of a signed patient request. Even though HIPAA statues do allow for covered medical entities to release information to other covered entities, the privacy standard of the Providers is stricter, and private information will NOT be released to other HIPAA entities without the permission of the patient. Likewise, the patient agrees to protect the trade and reputation of the Providers by extending a similar level of consideration. Only permissible avenue of dispute resolution is the binding arbitration process, and the patient agrees to make no publications or statements –public or private, written or oral – which would harm the trade of the Providers. A violation will result in damages of no less than \$20,000.00. By statute, the results of any Arbitration finding may become a matter of public record.

____ This agreement shall be construed in accordance with and governed by the law of the State of Tennessee.

THIS IS A BINDING LEGAL DOCUMENT, WHICH MAY HAVE AN IMPORTANT EFFECT ON YOUR LEGAL RIGHTS. THIS AGREEMENT PROVIDES THAT ALL MEDICAL CONTROVERSIES SHALL BE DECIDED BY AN ARBITRATOR AGREED UPON MUTUALLY. CONSULT YOUR ATTORNEY ON ANY QUESTIONS YOU MAY HAVE. NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE ONE (1) OF THIS CONTRACT.

Dated this _____ day of _____, 20__.

I, _____, of lawful age, being first duly sworn, upon oath, state that I am the patient above named; that I have read the foregoing MEDICAL ARBITRATION AGREEMENT; that I am familiar with the contents thereof and understand the same; and have been afforded the opportunity for legal counsel prior to signing thereof.

Patient

Date/Time

Witness

Date/Time