

## **MEDICAL PROFESSIONAL LIABILITY ARBITRATION AND PRIVACY AGREEMENT**

In consideration of the agreement of:

- 1) Germantown Aesthetics; div of MVAG, Inc.
- 2) The Surgeons of Germantown Aesthetics; div of MVAG, Inc.
- 3) The Medical Director of Germantown Aesthetics; div of MVAG, Inc.
- 4) The staff under contract with Germantown Aesthetics; div of MVAG, Inc. (Including those individuals under lease service agreement from any third party staffing entity): herein called the "Providers," to render certain medical and surgical services for hereinafter named patient, the providers and patient do hereby agree as follows:

(1 ) 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.

(2) 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, contract or otherwise, by Patient, his dependents, whether or not minors, heirs at law, or person representatives, against Doctor or any of Doctor's 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 DISPUTE SHALL BE BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION in accordance with the Commercial Arbitration Rules of the American Arbitration Association(AAA). The parties hereby agree that they shall submit their controversy to a neutral arbitrator provided by the AAA, 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 parties further agree that the commercial arbitration rules of the American Arbitration Association (AAA) shall govern all arbitration conducted pursuant to this Arbitration Agreement.

(3) The prevailing party in any arbitration pursuant to this agreement shall be all cost, including reasonable attorneys' 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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 ABITRATOR 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

Your signature below indicates that you:

- have read and agree to the HIPAA, Arbitration, and Surgical Payment Agreement
- have received a copy of the HIPAA, Arbitration, and Surgical Payment Agreement
- have provided truthful information to Germantown Aesthetics