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**PHYSICIAN-PATIENT MEDIATION AGREEMENT**

**Article 1: Agreement to Mediate:** In the event a dispute should arise between the physician and patient out of either the provisions of the business relationship or the delivery of medical care, such as a claim in medical malpractice, that is as to whether any medical services rendered were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, the parties agree to first utilize mediation to attempt to resolution. The mediation shall be held in San Francisco, California before a mediator selected pursuant to the mediation procedures of the Bar Association of San Francisco.

**Article 2: Commencement of Mediation:** Either party may commence mediation by completing, filing and serving on the opposing party the Consent to Mediate and Mediator Selection form of the Bar Association of San Francisco (Mediation Services of The Bar Association of San Francisco, 415-982-1600). The commencing party shall serve the opposing party via U.S. first class mail. Within fifteen (15) days after opposing party's receipt of such demand, the parties shall mutually select a mediator through the Bar Association's procedure. If the parties are unable to agree on a mediator, the administrator for the Bar Association's Mediation Services shall select an independent mediator.

**Article 3: All Claims Must Be Mediated:** It is the intention of the parties that this agreement shall cover all claims or controversies whether in tort, contract or otherwise, and shall, if a binding agreement in mediation is achieved, bind all parties whose claims may arise out of or in any way relate to treatment or services provided or not provided by the below identified physician, medical group or association, their partners, associates, associations, corporations, partnerships, employees, agents, clinics and/or providers (hereinafter collectively referred to as "Physician") to a patient, including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children.

**Article 4: The Costs of Mediation:** The parties to the mediation shall equally share the costs of the mediation. However, no party shall be required to pay more than \$5,000.00 in connection with any single mediation under this agreement unless such party agrees to do so in writing. Participation in the mediation shall not adversely affect any rights or legal remedies the parties hereto may otherwise have. California Evidence Code §1119 through §1128 shall apply to the mediation.

**Article 5: Retroactive Effect:** The patient intends this agreement to cover all services rendered by Physician not only after the date it is signed (including, but not limited to, emergency treatment), but also before it was signed as well.

Initial \_\_\_\_\_

**Article 6: Revocation:** This agreement may be revoked by written notice delivered to Physician within 30 days of signature and if not revoked will govern all medical services received by the patient.

**Article 7: Severability Provision:** In the event any provision(s) of this Agreement is declared void and/or unenforceable, such provision(s) shall be deemed severed therefrom and the remainder of the Agreement enforced in accordance with California law.

I understand that I have the right to receive a copy of this agreement. By my signature below, I acknowledge that I have received a copy.

**Notice: By signing this document, you are agreeing to have any issues of dispute mediated first by a neutral mediator. You are not giving up your right to a jury or court trial if mediation is unsuccessful.**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Physician or Duly Authorized Representative (Date) Patient's Signature (Date)

\_\_\_\_\_  
Print or Stamp Name of Physician/Medical Group

\_\_\_\_\_  
Print Patient's Name

By: \_\_\_\_\_ By: \_\_\_\_\_  
Signature of Translator (if applicable) (Date) Patient's Representative (if applicable) (Date)

\_\_\_\_\_  
Print Name of Translator

\_\_\_\_\_  
Print Name of Patient's Representative