

Authorization/Responsibility Agreement

1. **If you have insurance coverage, please understand this is an agreement between you and your insurance company and not the insurance company and the provider. You are responsible for the payment of our bill regardless of the final outcome of your insurance claim.**
2. **I hereby authorize Bone & Joint Specialists, P.L.L.C., Dr. Blake Chandler to release my insurance company or its representative any information including the diagnosis and the records of my treatment or examination rendered to me during the period of such medical or surgical care.**
3. **I hereby authorize any insurance company to pay the proceeds of any benefits due directly to:**

**Bone & Joint Specialists, P.L.L.C.
1004 Cornerstone Drive
Paris, TN 38242**

4. **I understand that responsibility for payment for any medical or surgical services provided by Bone & Joint Specialists, P.L.L.C., Dr. Blake Chandler for myself or my dependents is mine, due and payable at the time services are rendered unless financial arrangements have been made. I understand that the balance after insurance has paid is still my responsibility regardless of any insurance coverage that I may have.**
5. **In the event this account is placed in the hands of a collection agency or attorney, by suit or otherwise, I/we agree to pay all costs of collection, including a collection fee of 30% of the unpaid balance (50% if taken to court), reasonable attorney fees, and all court costs associated with this matter to be held in the court of Henry County, Tennessee.**
6. **Medicare Patients:**
I request that payment of authorized Medicare benefits be made either to me or on my behalf to Bone & Joint Specialists, P.L.L.C. for any services furnished me by Bone & Joint Specialists, P.L.L.C. I authorize any holder of medical information about me to release to the Centers for Medicare and Medicaid Services and its agents any information needed to determine these benefits or the benefits payable for related services.

Patient or Responsible Adult

Date

A photocopy of this agreement shall be valid as the original.

PLEASE READ THIS DOCUMENT

This agreement is called an Arbitration Agreement. This agreement provides that in the case of a dispute, you will accept arbitration as the means of settling the dispute. This agreement does not in any way diminish the professional responsibility of your physician to use reasonable care in treating you. If you have any questions concerning this agreement, please feel free to discuss them with your treating physician. **Copies of this agreement are available upon request.**

PHYSICIAN – PATIENT ARBITRATION AGREEMENT

ARTICLE ONE. AGREEMENT TO ARBITRATE. The parties to this agreement are physician and patient. It is understood that any dispute as to medical malpractice, that is as to whether any medical service rendered by physician was unnecessary or unauthorized or was improperly, negligently or incompetently rendered, will be determined by submission to arbitration and not by a lawsuit or resort to court process except as state law provides for judicial review of arbitrators proceedings. Both parties to this contract by entering into it are giving up their constitutional rights to have any such dispute decided in a court of law before a jury and instead are accepting use of arbitration.

ARTICLE TWO. All claims must be arbitrated. It is the intention of the parties that this agreement binds all parties whose claims may arise out of or relate to treatment for services provided by the physician, 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 mother and mother’s expected child or children.

All claims for monetary damages exceeding the jurisdictional limit of the General Sessions Court (currently \$15,000.00) against the physician and the physician’s partners, associates, associations, corporation, limited liability company or partnership and the employees, agents and estates of any of them must be arbitrated including without limitation claims of personal injury, lack of informed consent, loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by the physician to collect any fee following the assertion of any claim against the physician, any fees dispute, whether or not the subject of any binding court action, shall also be resolved by arbitration.

ARTICLE THREE. PROCEDURES AND APPLICABLE LAW. A demand for arbitration must be communicated in writing to all parties and filed with the nearest office of the American Arbitration Association. Each party shall select an arbitrator within thirty days and a third arbitrator shall be selected by the arbitrators appointed by the parties within thirty days thereafter. Each party to the arbitration shall pay such party’s prorata share of the expenses and fees of the mutual arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees or other expenses incurred by a party for such party’s own benefit. The proceedings shall be held in accordance with the commercial arbitration rules of the American Arbitration Association.

Either party shall waive the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator.

The parties consent to the intervention and joinder in this arbitration of any person or entity, which would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.

It is understood by the patient that he/she is not required to use the undersigned physician and that there are other physicians in this area who are qualified to provide the same services.

ARTICLE FOUR. GENERAL PROVISIONS. All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if on the date notice thereof is received, by physician, the claim if asserted in a civil action would be barred by the applicable statute of limitations.

ARTICLE FIVE. REVOCATION. This agreement may be revoked by patient by written notice delivered to the physician within thirty days of patient’s signature and if not revoked shall govern all medical services received by the patient.

If any provision of this Physician-Patient Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

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 OF THIS CONTRACT.

PATIENT SIGNATURE

PHYSICIAN

Printed Name
Date: _____

Printed Name
Date: _____

WITNESS

Printed Name
Date: _____