

# Sparks Family Medicine

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## ARBITRATION AGREEMENT

**Article 1: Notice.** This mutual binding arbitration agreement represents the parties' intent to comply with the state of Nevada's Uniform Arbitration Act of 2000. It is understood that any dispute as to medical malpractice, that is, as to whether any medical services rendered under this Agreement were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided in Nevada law, and not by lawsuit or resort to court process except as Nevada law provides for judicial review of arbitration proceedings. Both parties to this Agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. This Agreement serves as notice pursuant to Nevada Revised Statutes (NRS) 38.214, ("Notice").

**Article 2: Validity.** This Agreement shall apply to any legal claim or civil action in connection with any and all medical care or medical services rendered, whether inpatient or outpatient, against any and all physicians, providers, associates, groups, corporations, partnerships, employees, agents, clinics and contracted staff. This Agreement shall bind the parties hereto, including newborns, and the heirs, representatives, executors, administrators, successors, and assigns of such parties and newborns. The validity of this Agreement is defined by NRS 38.219, ("Validity of agreement to arbitrate").

**Article 3: Duty to Care.** The execution of this Agreement shall not be a precondition of the furnishing of medical services. Medical services may be denied to new patients who refuse to complete mandatory forms, except those patients needing urgent care. The practice retains the right to dismissed patients from the practice with 30 days written notice. This Agreement may be rescinded by written notice from the Patient or Patient's legal representative within 30 days of signature.

**Article 4: Federal and State Law.** Both parties agree that the arbitration of any dispute is governed by NRS 38.206-38.248, 41A.007, .009, .011, .013, .015, .017, .035, .045, .061, .071, .097, .100, .110, .120, 42.005, .021, and the Federal Arbitration Act, United States Code Title 9.

**Article 5: Severability Provision.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

**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 1 OF THIS CONTRACT.**

Physician or Representative Signature (Date)	Patient or Representative Signature (Date)
Printed Name of Physician or Practice	Printed Name of Patient
Signature of Translator (Date)	Printed Name of Translator or Representative

***Patient receives a signed copy of this Agreement. Original filed in patient's medical records.***