



Condition Of Admission

1. CONSENT TO MEDICAL TREATMENT

The undersigned consents to the procedures which may be performed, including emergency treatment or services, and which may include but are not limited to general care, laboratory procedures, x-ray examination, medical or surgical treatment/procedures and anesthesia.

2. ARBITRATION

It is understood that any dispute as to medical malpractice, that is to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompletely rendered, will be determined by submission to arbitration as provided by California law, and not by lawsuit or resort to court processes except as California law provides for judicial review of arbitration proceedings. Both parties to this contract 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. Such arbitration shall be in accordance with the current Medical Arbitration Rules of the California Hospital Association – California Medical Association (copies available upon request). This arbitration agreement shall apply to any legal claim or civil action in connection with this outpatient service against Summit Surgery Center or its employees and any doctor of medicine who has agreed, at the time of your admission as evidence by written agreement in the physician's medical staff file to be bound by this provision, unless patient or undersigned initials below or unless rescinded by written notice within 30 days of signature. An agreement to arbitrate shall not be a precondition to the rendering of services under this agreement. If patient or undersigned does not agree to arbitrate then he/she will initial here: _____

3. RELEASE OF INFORMATION

The undersigned agrees that to the extent necessary to determine liability for payment and to obtain reimbursement, Summit Surgery Center may disclose portions of the patient's record, including his/her medical records, to any person or corporation which is or may be liable, for all or any portion of Summit Surgery Center's charges, including but not limited to insurance companies, health care service plans or workers' compensation carriers. The undersigned authorizes the release of medical records and/or information both to and from Summit Surgery Center for the purpose of continued medical care.

4. FINANCIAL AGREEMENT

The undersigned agrees, whether he/she signs as agent or as patient, that in consideration of the services to be rendered to the patient, he/she hereby individually obligated himself/herself to pay the account of Summit Surgery Center in accordance with regular rates and terms of the facility. Should the account be referred to an attorney or collection agency for collection, the undersigned shall pay actual attorney's fees and collection expenses. All delinquent accounts may bear interest at the legal rate.

5. ASSIGNMENT OR INSURANCE BENEFITS

The undersigned authorizes, whether he/she signs as agent or as patient, direct payment to Summit Surgery Center of any insurance benefits otherwise payable to or on behalf of the undersigned for the services rendered. It is agreed that payment to Peninsula Procedure Center, pursuant to this authorization, by an insurance company shall discharge said insurance company of any and all obligation under a policy to the extent of such payment. It is understood by the undersigned that he/she is financially responsible for charges not covered by this agreement.

The undersigned certifies that he/she has read the foregoing, received a copy thereof, and is the patient, the patient's legal representative, or is duly authorized by the patient as the patient's agent to execute the above and accept its terms.

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/COURT TRIAL. SEE ARTICLE 2 OF THIS CONTRACT.

Patient or Representative: _____ Relationship: _____

Witness: _____ Date: _____ Time: _____ am/pm