



# Washington University Physicians

Washington University School of Medicine in St. Louis

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October 27, 2014

Dear Patient,

We are glad you have chosen Washington University Physicians for your care. Providing the highest quality medical care and ensuring patient safety and satisfaction are our highest priorities.

Although rare, occasionally a patient's concern about the medical care they received may rise to the level that a patient believes they need to take legal action and file a claim. In order to provide a more timely and fair resolution for both patients and physicians, we are writing to tell you, as a new patient at Washington University Physicians, about your option to choose arbitration as a way to resolve a claim should one ever occur.

We ask that you read the enclosed information regarding our arbitration program and make your own decision. A document providing answers to frequently asked questions regarding the program and the agreement itself are enclosed.

Your decision on the arbitration option will not affect your appointment, treatment or future access to Washington University physicians. It is also not specific to the physician you are seeing nor the insurance you have. All new patients are receiving this information.

If after reviewing the materials you:

- make the decision to sign the agreement, please do so and bring it with you to your appointment.
- make the decision to not sign the agreement, just let our staff know when you arrive for your appointment.
- have questions concerning your appointment, directions, or medical care, call your physician's office or 314-362-1086 for assistance.
- feel you need more information or do not understand this arbitration option, you may call the arbitration administrator, United States Arbitration & Mediation Midwest, Inc., at 1-800-844-4237 or go to their website at [www.usam-midwest.com](http://www.usam-midwest.com).

Thank you for your time in reviewing this information. We value the trust you place in us and are honored to provide you the highest quality medical care.

Sincerely,

James P. Crane, M.D.  
Associate Vice Chancellor for Clinical Affairs

### **Can I still sue my doctor?**

Not in a court. However, you can file your claim against a doctor using the neutral, binding arbitration system. By signing the arbitration consent form you are agreeing to have your claim and request for damages decided through arbitration.

### **Do I give up the option for a jury trial when I select arbitration?**

Yes. You, the University and its physicians and staff are all agreeing to waive the right to a jury trial and replace the court hearing and jury trial with a legally binding decision by a neutral arbitrator.

### **What will arbitration cost?**

There are fees associated with filing for arbitration, just like there are fees for filing a case in court. You must pay a one-time filing fee of \$350 to start the arbitration process. The University will work with you regarding the \$350 fee if in your case the fee is a financial hardship. Washington University will pay the other arbitration costs, including the cost of your arbitrator. If you choose to hire an attorney to aid you and your arbitrator, you will be responsible for your attorney's fees and expenses, as you would be in a court case. In arbitration, as in a lawsuit, an attorney can agree to take on the case for a share of any award you might receive.

### **Can I change my mind after I sign the agreement?**

Yes. You can send us a letter at any time telling us that you want to cancel the arbitration agreement. Care provided to you after the University receives your cancellation will not be subject to the arbitration agreement. However, the arbitration agreement will apply to care provided before your cancellation is received. To cancel, mail a letter to:

Director for Clinical Operations  
Washington University Physicians  
Campus Box 8098  
660 S. Euclid Ave.  
St. Louis, MO 63110

### **What if I still have questions?**

If you have questions concerning your appointment, directions, or medical care, call your physician's office or 314-362-1086 for assistance.

For more information about arbitration, call the arbitration administrator, United States Arbitration & Mediation Midwest, Inc., at 1-800-844-4237 or go to their website at [www.usam-midwest.com](http://www.usam-midwest.com).

 **Washington University in St. Louis**  
SCHOOL OF MEDICINE

## **Arbitration: Frequently Asked Questions**

### **What is binding arbitration?**

Arbitration is a legal alternative to lawsuits for resolving disputes. A neutral arbitrator rather than a judge or jury listens to both sides of the dispute and makes a decision.

### **Why should I consider arbitration? What's in it for me?**

Washington University believes arbitration is a fair, faster and less expensive way to resolve disputes. Cases are usually resolved in six to nine months rather than two to five years. Hearings last just one to four days and are scheduled at your convenience.

### **I am only here for a consultation or haven't decided to be treated here yet. Do I still need to consider the arbitration agreement?**

New patients are offered the arbitration agreement, regardless of the reason for their office visit.

### **Will the doctor see me if I do not sign the arbitration agreement?**

Yes. Your medical care and treatment will not be affected.

### **Will the doctor know if I do not sign the arbitration agreement?**

Generally your physician will not know if you have signed, or not signed, the arbitration agreement.

### **What is an arbitrator's background, compared to a judge's background?**

Most arbitrators are attorneys or former judges.

### **If I select arbitration and later file a claim, will I need a lawyer?**

You will have the option of hiring a lawyer at your expense to represent your interests, but you are not required to do so.

### **Who will manage the arbitration process?**

United States Arbitration & Mediation Midwest, Inc., an independent organization, will administer all cases heard under the binding arbitration agreement.

### **How does binding arbitration work?**

You and your attorney (if you hire one) choose an arbitrator, and the University chooses an arbitrator. These two arbitrators then select a third "neutral arbitrator." All arbitrators are selected from lists provided by USA&M. At a time and place that is convenient for both parties, this neutral arbitrator will hear each side's testimony, review evidence and make a decision. The neutral, presiding arbitrator by law can make a financial award, and there is no right for either side to appeal the arbitrator's award except under rare circumstances. Arbitration takes place in a conference room, and each side has the opportunity to tell its story in a less formal environment.

## Agreement To Arbitrate Disputes

I understand that Washington University and its doctors, nurses, other employees and agents providing medical care to me have agreed to arbitrate any claims that may arise in connection with my care and treatment. By signing this Agreement I am voluntarily agreeing that any claim I might have against any of them, or against Washington University, will be submitted to binding arbitration under the terms of the Federal Arbitration Act. This agreement applies to my unborn child or newborn child, my estate, my heirs and any other person associated with me, acting on my behalf, or appointed to represent me.

I agree to select an arbitrator and understand that Washington University will also select an arbitrator. Those selected arbitrators will, within ten (10) days of their selection, choose a third neutral arbitrator who will resolve the dispute. I understand and agree that the laws of the State of Missouri will govern this agreement and that the arbitration will be conducted according to the procedures of **United States Arbitration & Mediation Midwest, Inc. (USA&M)**, a copy of which can be found at: <http://www.usam-midwest.com/arb.rules.pi.2006.html>. I understand that upon request a copy can be made available to me.

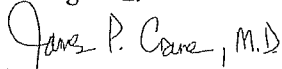
I understand that, by making this agreement, I cannot submit any claim to a court of law or to a jury. I further understand that my agreement to arbitrate disputes is voluntary, and that I do not have to sign this agreement in order to obtain medical care at Washington University. In addition, I understand that I may revoke this consent to arbitration. If I choose to revoke (cancel) this consent, I understand that the revocation is effective when received by Washington University and does not apply to any medical care received or bills incurred before the revocation. All revocations must be in writing and sent to:

Director of Clinical Operations  
Washington University Faculty Practice Plan  
Campus Box 8098  
660 S. Euclid  
St. Louis, Missouri 63110

**Signing on Behalf of Others:** If you are signing on behalf of your minor child, other dependent, or any other individual for whom you are legally responsible, you hereby state that you have the authority to contract with Washington University for the provision of services to that person and that you agree, on behalf of that person, to the terms of this arbitration clause. You further agree that any claims you may have against Washington University, its doctors, nurses or other employees, as a result of the medical care provided to your dependent, will be submitted to binding arbitration under the terms of the Federal Arbitration Act.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH IS ENFORCABLE BY THE PARTIES.

### So Agreed:



James P. Crane, M.D.  
Washington University

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Date

\_\_\_\_\_  
Patient Name (Print)

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Signature of Patient

\_\_\_\_\_  
Patient Date of Birth

\_\_\_\_\_  
Name of Parent or Guardian (if applicable)

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Signature of Parent or Guardian