



Ohio Revised Code

Section 2711.24 Form for arbitration agreement.

Effective: April 11, 2003

Legislation: Senate Bill 281 - 124th General Assembly

To the extent it is in ten-point type and is executed in the following form, an arbitration agreement of the type stated in section 2711.23 of the Revised Code shall be presumed valid and enforceable in the absence of proof by a preponderance of the evidence that the execution of the agreement was induced by fraud, that the patient executed the agreement as a direct result of the willful or negligent disregard by the healthcare provider of the patient's right not to so execute, or that the patient executing the agreement was not able to communicate effectively in spoken and written English or any other language in which the agreement is written:

"AGREEMENT TO RESOLVE FUTURE MALPRACTICE

CLAIM BY BINDING ARBITRATION

In the event of any dispute or controversy arising out of the diagnosis, treatment, or care of the patient by the healthcare provider, the dispute or controversy shall be submitted to binding arbitration.

Within fifteen days after a party to this agreement has given written notice to the other of demand for arbitration of said dispute or controversy, the parties to the dispute or controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable time after such notices have been given the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the parties. The arbitrators shall hold a hearing within a reasonable time from the date of notice of selection of the neutral arbitrator.

Expenses of the arbitration shall be shared equally by the parties to this agreement.

The patient, by signing this agreement, also acknowledges that the patient has been informed that:

(1) Care, diagnosis, or treatment will be provided whether or not the patient signs the agreement to



arbitrate;

(2) The agreement may not even be submitted to a patient for approval when the patient's condition prevents the patient from making a rational decision whether or not to agree;

(3) The decision whether or not to sign the agreement is solely a matter for the patient's determination without any influence;

(4) The agreement waives the patient's right to a trial in court for any future malpractice claim the patient may have against the healthcare provider;

(5) The patient must be furnished with two copies of this agreement.

PATIENT'S RIGHT TO CANCEL

AGREEMENT TO ARBITRATE

The patient, or the patient's spouse or the personal representative of the patient's estate in the event of the patient's death or incapacity, has the right to cancel this agreement to arbitrate by notifying the healthcare provider in writing within thirty days after the patient's signing of the agreement. The patient, or the patient's spouse or representative, as appropriate, may cancel this agreement by merely writing "cancelled" on the face of one of the patient's copies of the agreement, signing the patient's name under such word, and mailing, by certified mail, return receipt requested, the copy to the healthcare provider within the thirty-day period.

Filing of a medical claim in a court within the thirty days provided for cancellation of the arbitration agreement by the patient will cancel the agreement without any further action by the patient.

Date:

Signature of Provider of Medical Services



AUTHENTICATED,
OHIO LEGISLATIVE SERVICE
COMMISSION
DOCUMENT #239401

Signature of Patient"