

Patient Arbitration Agreement



Arbitration is a way to settle a dispute between us without involving courts. It is usually faster, easier, more private, and less expensive for both of us because a neutral arbitrator is used to resolve the dispute. It is important that you understand this agreement.

1. Arbitrate All Claims

The Patient (as defined in Section 3 below) and Aylo Health, LLC (“the Parties”), agree to have all disputes resolved through binding arbitration by a single independent neutral Arbitrator. By agreeing to binding arbitration, both Parties waive the right to have their claims or disputes decided by a judge or jury.

2. What is Arbitration?

Arbitration is an alternative manner of resolving disputes promptly, efficiently and with finality, without involving the courts. In arbitration, a neutral arbitrator is selected by both the Patient and Aylo Health, LLC (“Aylo Health”). The decisions by the neutral arbitrator bind both Parties, is considered final, and the Parties usually cannot appeal the decision of the arbitrator or go to court regarding the dispute other than to confirm the arbitrator’s decision.

3. Parties & Scope of Agreement

It is the intention of the Parties that this Agreement bind all Parties whose claims or controversies may arise out of or relate to the treatment or service provided Aylo Health, whether existing or arising in the future, whether for statutory, compensatory or punitive damages and whether sounding in breach of contract, tort or breach of statutory duties, irrespective of the basis for the duty or the legal theories upon which the claim is asserted. Aylo Health includes Aylo Health’s physicians, licensed and unlicensed clinical professionals and assistants, officers, directors, employees, agents, related entities, and any person or entity alleged to be responsible for Aylo Health’s activities. “Patient” includes the Patient, the Patient’s parent(s), the Patient’s Representative, the Patient’s guardian, attorney-in-fact, agent, or any person whose claim is derived through or on behalf of the Patient, including any spouse, child, unborn child, parent, executor, administrator, personal representative, heir, or survivor, as well as anyone entitled to bring a wrongful death claim relating to the Patient. Furthermore, to the extent that any person other than the Patient is signing on behalf of the Patient, including pursuant to any power of attorney, healthcare power of attorney, or because the Patient may be a minor, the signatory hereby represents and warrants that such person is the authorized representative of the Patient and is legally authorized to act on behalf of the Patient. Furthermore, the individual signing this Agreement on behalf of Aylo Health is doing so solely as an authorized representative of Aylo Health and not in any individual capacity.

4. Applicability of Federal Law

The Federal Arbitration Act (“FAA”) governs and controls this Agreement and any related arbitration proceeding. Aylo Health’s operations involve federal entitlement programs and/or multistate vendors and service, and therefore the Parties acknowledge the care provided at Aylo Health involves interstate commerce. The Parties agree and acknowledge that the applicability of the FAA specifically preempts any provision of state law in conflict with the FAA, including any state statutes precluding arbitration for any reason, including, without limitation, for claims involving alleged medical malpractice or any other aspect of patient care.

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5. Arbitration Administration

Any Arbitration under this Agreement will be administered by the American Health Lawyers Association (“AHLA”) or its successor, pursuant to its rules of procedure. If the AHLA is unavailable to administer the Arbitration, the Parties will work together to identify a mutually acceptable Arbitrator, and if they cannot agree on a mutual arbitrator within thirty (30) days, then either party may petition a court to appoint a neutral Arbitrator. Any Arbitrator selected shall follow the terms of this Agreement and the rules of the AHLA in effect at the time that this Agreement was entered. The Arbitrator will resolve all disputes among the parties, including, without limitation, any claims for any form of alleged injuries (including, without limitation, any claims for wrongful death) and any and all disputes about the making, enforceability, scope of or application of this Agreement. All claims based upon the same incident, transaction, or related circumstances shall be arbitrated in one proceeding. Should the Arbitrator award any damages, such damages shall be consistent with state substantive law rewarding damages, including, without limitation, the application of any statutory caps on damages (if any).

6. Counsel and Attorney’s Fees

Each party may be represented by its own counsel in the arbitration. Each party agrees to pay its own attorneys’ fees and costs, unless otherwise specifically awarded by the Arbitrator. The Arbitrator may award attorney’s fees and expenses to the prevailing party to the extent permitted by applicable law.

7. Arbitration Fees

Each party to the arbitration shall pay such party’s pro rata share of the expenses and fees of the Arbitrator, together with other expenses of the arbitration incurred or approved by the Arbitrator, subject to any later allocation of such fees and expenses in accordance with Section 6 above.

8. Severability / Survival

If any part of this Agreement is determined to be invalid, the remaining provisions shall remain in full force and effect. Any provision contained in this Agreement is severable, and if a provision is found to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect to the maximum effect permitted by applicable law. For the avoidance of doubt, this Agreement covers any readmissions or subsequent care and/or treatment of the Patient by Aylo Health. This Agreement furthermore remains in effect notwithstanding any discharge of the Patient from Aylo Health’s care and/or the termination of the Patient-Provider relationship. The presentation of an arbitration agreement at a later admission to Aylo Health shall not constitute a waiver of any of the rights and obligations of this Agreement. This Agreement represents the parties’ entire agreement regarding their actual and/or prospective disputes, and hereby supersedes any other oral or written agreement of any kind relating to any disputes between the Parties, and may only be changed by a writing signed by all Parties.

9. Admission and Care Unaffected

Aylo Health will admit the Patient and provide the same care, without delay, if this Agreement is not signed.

10. Confidentiality

Any arbitration proceeding shall remain confidential in all respects, including all filings, deposition transcripts, discovery documents, or other materials exchanged between the Parties. Notwithstanding the foregoing, either of the Parties may file a proceeding in any court of competent jurisdiction to confirm any award of the Arbitrator.

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11. Decisions Final with Limited Rights to Appeal

The decision of the Arbitrator is final and will bind the Parties. The Parties have a limited right of appeal only as permitted by the FAA.

12. Right to Revoke

The Patient or any authorized representative of Patient, as applicable, may revoke this Agreement by providing written notice to Aylo Health within thirty (30) days of signature. Any disputes arising prior to revocation will remain subject to this Agreement.

NOTICE: By signing this agreement, you are agreeing to resolve any dispute that may arise in the future between the Parties by binding arbitration and you are giving up your right to a jury or court trial. If you are an authorized representative of any Patient, whether pursuant to a power of attorney or because the Patient is a minor, you are representing that you are authorized to sign this Agreement on behalf of Patient.

The Patient understands that: (1) he/she has the right to seek legal counsel concerning this Agreement; (2) is agreeing to the provisions of this Agreement, understanding that signing this Agreement is not a precondition to Aylo Health furnishing care and/or services to the Patient; (3) he/she is not required to use Aylo Health for his/her healthcare needs and that there are numerous other health care providers in the community.

PATIENT OR AUTHORIZED PATIENT REPRESENTATIVE:

BY:

Signature

Date

Print Patient Name

If Representative, Print Name and Relationship to Patient

AYLO HEALTH, LLC:

BY:

Name

Date

ITS:

Title

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