

**CONDITIONS OF ADMISSION
AND ARBITRATION AGREEMENT**

PACIFIC COAST HOSPITAL
San Francisco, California

1. ARBITRATION. It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process 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 California Hospital Association-California Medical Association (copies available at Hospital admitting office). This arbitration agreement shall apply to any legal claim or civil action in connection with the hospital or clinic or its employees and any doctor agreeing in writing to be bound by this provision, unless patient or undersigned initials below or unless rescinded by written notice within 30 days of signature.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 furnishing of services under this agreement.

If patient or undersigned does not agree to arbitration, then he will initial here _____

2. NURSING CARE. This hospital provides only general duty nursing care unless upon orders of the patient's physician the patient is provided more intensive nursing care. If the patient's condition is such as to need the service of a special duty nurse, it is agreed that such must be arranged by the patient or his/her legal representative. The hospital shall in no way be responsible for failure to provide the same and is hereby released from any and all liability arising from the fact that said patient is not provided with such additional care.

3. MEDICAL AND SURGICAL CONSENT. The patient is under the care and supervision of his/her attending physician and it is the responsibility of the hospital and its nursing staff to carry out the instructions of such physician, the undersigned recognizes that all physicians and surgeons furnishing services to the patient, including the radiologist, pathologist, anesthesiologist, and the like are independent contractors and are not employees or agents of the hospital. The undersigned consents to x-ray examination, laboratory procedures, anesthesia, medical or surgical treatment, or hospital services rendered the patient under the general and special instructions of the physician.

4. HOSPITAL SERVICES AND RECORDS. The patient is requesting hospital services and agrees to the participation in his/her care of College students, interns and residents under medical supervision. The Hospital is agreeing to provide hospital services only in reliance upon the terms of this agreement. The patient's medical records shall be used for instructional purposes and may be released to those authorized by law. The patient agrees to the photographing of the operations or procedures performed for medical, scientific or educational purposes; without revealing the identity of the patient.

5. VALUABLES. The Hospital shall not be liable for loss of or damage to money, documents, or personal property of the patient unless deposited in the Hospital's safe maintained for this purpose.

6. 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 obligates himself/herself to pay the account of the hospital in accordance with the regular rates and terms of the hospital. Should the account be referred to an attorney for collection, the undersigned shall pay actual attorney's fees and collection expense.

7. ASSIGNMENT OF INSURANCE BENEFITS. The undersigned authorizes, whether he/she signs as agent or as patient, direct payment to the hospital of any insurance benefits otherwise payable to the undersigned for this hospitalization at a rate not to exceed the hospital's regular charges. It is agreed that payment to the hospital, pursuant to this authorization, by an insurance company shall discharge said insurance company of any and all obligations 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 assignment.

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

NOTICE: UNLESS YOU INITIAL IN THE SPACE PROVIDED FOLLOWING ARTICLE 1 OR GIVE NOTIFICATION AS PROVIDED THEREIN, 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.

4-22-86
(Date)

12:21 PM
(Time)

4-22-86
(Date)

[Signature]
(Witness)

[Signature]
(Patient/Parent/Guardian)

(If other than patient, indicate relationship)

For purposes of Financial Agreement, Assignment of Insurance Benefits, if financial responsibility assumed by other than patient, parent or legal guardian:
