



CROSSROADS DENTAL

Family and Cosmetic Dentistry

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DENTAL SERVICE ARBITRATION AGREEMENT

Arbitration has become an increasingly common way to resolve legal differences. The advantages of arbitration over traditional lawsuits are that, generally, arbitration is less expensive and issues are resolved in less time. If a candidate wishes to pursue a dispute that has not been resolved by the appeal process detailed in the *Limited Right of Appeal for Examination Candidates* the candidate must use the procedure described in the following Agreement to Arbitrate.

ARTICLE I

It is understood that any dispute as to dental malpractice, that is as to whether any dental services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as 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.

ARTICLE II

Said agreement for arbitration as provided in Article I above shall apply to the dentist, agents, representatives and employees, successors in interest and staff dentist of the dentist and patient "whether or not a minor" his heirs-at-law, personal representatives and any claim in tort, contract or otherwise the other of demand for arbitration of any controversy, the parties to the controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable time after notice has 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 of the date of the notice of the selection of the neutral arbitrator. All notices or other papers required to be served shall be served by US MAIL.

ARTICLE III

The Dentist named above agrees only to provide such services as in her opinion are reasonable, necessary and appropriate. Should patient for reasons personal to him/herself refuse to accept the procedures, medicines or courses of treatment recommended by the dentist, and if the dentist believes that no professionally acceptable alternative exists, and after being so advised that patient still refuses to follow the recommended treatment or procedure, then the patient shall be given no further treatment and the dentist shall have no further responsibility to provide services specified herein for the condition under treatment.

ARTICLE IV

This agreement may be terminated only if written notice is given by the patient within thirty (30) days from the date patient executes this agreement and is no such notice is given, the agreements herein concerning arbitration shall be binding and compulsory.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE AN ISSUE OF DENTAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. (See Article I of this contract).

Patient Signature: _____ **Date:** _____

Patient Name: _____