

OPTIONAL Arbitration Information Packet

(Required with Elite Program)



National Chiropractic Council



Protecting You From Nuisance Claims

The National Chiropractic Council is the only malpractice program that takes a pro-active approach to limiting your exposure to nuisance claims. We provide you with the paperwork needed to ensure your patient files are protected from attorneys attempting to attack you on some legal technicality. Many of our doctors utilize an arbitration agreement and informed consent form as a standard part of their intake paperwork. This effectively takes our doctors out of the line of fire of nuisance suits.

In fact, our system works so well that *our doctors get sued eight times less often* than the average in the profession.

Good communication with patients is key to limiting your malpractice exposure. That communication needs to be balanced and cover all the bases. Our supplemental intake paperwork does just this, while at the same time meeting all the legal requirements pertinent to your practice. By taking this step with your patients, you begin to build the trust and confidence needed for a lasting relationship.

Since 1986, we have been working to keep our doctors out of the court room, and attorneys out of the practice of medicine. Our proven approach creates a safe environment for our doctors, so they can better focus on providing quality patient care. By keeping the cost of malpractice insurance down, we enable our doctors to continue to provide that care affordably.

Handling Your Intake Paperwork

As with the rest of your intake paperwork, our supplemental arbitration agreement and informed consent will be handled by your front office personnel when they are preparing the patient's file for a visit. This paperwork only needs to be presented once and becomes a permanent part of the patient file.

The following pages offer some suggestions for interacting with your patients. First, there is a sample presentation, which can be used as a handout with our paperwork. Second, there are two written messages that some of our doctors include in their intake packet. Third, there are answers to some questions you may have about the program. We have an in-house consultant to work with your staff if any of your personnel have additional. Finally, there is a sample arbitration agreement for your reference.

S A M P L E
Patient Presentation
for use with the
Arbitration Form

The arbitration form should be presented to new patients, without comment, as part of the package of forms they complete at their first visit on becoming a patient. The arbitration agreement should be presented, without comment, to existing patients who return for treatment on their first return visit with whatever paperwork, if any, you present to returning existing patients.



If a new patient has concerns about signing the arbitration agreement:

*In a calm, matter-of-fact voice,
as you indicate the place where the patient should sign, say:*

“Mrs. Jones, we need you to please sign this arbitration form.
Our insurance carrier requires that we ask you to
read and sign here. These forms are being used
throughout the healthcare industry to keep the cost
of insurance down, which means
the lowest healthcare cost to you,
our valued patient.”



A Message to Our Patients About Arbitration

The attached contract is an arbitration agreement. By signing this agreement, we are agreeing that any dispute arising out of the medical services you receive is to be resolved in binding arbitration, rather than a suit in court. Lawsuits are something that no one anticipates and everyone hopes to avoid. We believe that the method of resolving disputes by arbitration is one of the fairest systems for both patients and physicians. Arbitration agreements between healthcare providers and their patients have long been recognized and approved by *your state* courts.

By signing this agreement, you are changing the place where your claim will be presented. You still can call witnesses and present evidence. Each party selects an arbitrator (party arbitrators), who then select a third, neutral arbitrator. This agreement generally helps to limit the legal costs for both patients and physicians. This is because the time to conduct an arbitration hearing is far less than for a jury trial. Further, both parties are spared some of the rigors of trial and the publicity which may accompany judicial proceedings.

Our goal, of course, is to provide you with quality medical care which fully meets your healthcare needs. We know that most problems begin with communication. Therefore, if you have any questions about your care, please contact us.

Answering Questions about Arbitration



- Q. What is an arbitration agreement?
- A. **By signing an arbitration agreement, a patient and a healthcare practitioner agree to use a private, confidential, and expedited arbitration, rather than a public, lengthy and costly courtroom trial, to settle any future malpractice claims. In arbitration, a neutral arbitrator (quite often a retired judge) decides the case. By agreeing to arbitrate, the parties preserve their right to present their claims fully; however, they choose a specific forum for dispute resolution: an arbitration hearing rather than a judge or jury trial.**
- Q. Why does arbitration provide a speedier resolution than civil litigation?
- A. **With the huge backlog in our civil courts, there is often a three- to five-year wait for an available courtroom and judge. In arbitration, the wait is usually less than one year. In addition, simplified procedural rules used in arbitration hearings reduce the number of motions made by attorneys, so a decision can be expedited. That means less worry time for both the patient and health practitioner.**
- Q. Are arbitration agreements legal?
- A. **Yes. In an effort to improve the court system, the federal, and most state, laws have been modified to incorporate arbitration as a standard system of dispute resolution. Our paperwork has been specifically designed and updated to meet these requirements.**
- Q. Is arbitration cheaper than a trial?
- A. **Yes. Attorney's fees in arbitration hearings are, on average, 60% less than in judge and jury trials. Thus, savings can be substantial, as attorneys' fees in a typical judge or jury trial range between \$50,000 and \$150,000.**
- Q. What if a patient won't sign an arbitration agreement?
- A. **While most patients sign willingly, some (statistically less than 1%) will refuse to sign and will go elsewhere for treatment. That may be to the health practitioner's advantage. That small minority of patients who won't sign is comprised of "professional plaintiffs" (people who make a living out of forcing settlements in nuisance suits) or patients who approach the doctor-patient relationship with the mind-set that they will file suit and they want to be in front of a jury the minute they think anything has gone wrong.**

Most patients see the mutual benefit of arbitration in time and cost savings. In addition, patients understand that a malpractice insurance company may require its insured health practitioners to use arbitration forms. Patients appreciate that such a practitioner really cares and has taken the proper business attitude of getting malpractice insurance in case that practitioner should inadvertently injure a patient. And, with arbitration rather than civil litigation, that injured patient won't have to wait five years to get a settlement or judgment.