
The Body Member-Centered Healthcare Initiatives & Networking

A Private Membership Association (PMA): Dispute Resolution

- The Body (TB) members: reject Medical Malpractice Tort Claims & Wasteful/Painful/Slow Litigation.
- TB members: endorse a PMA Tribunal that is Transparent and Gives Voice to Both Service provider and patient/member.
- TB members: follow Eternal Biblical Precepts.

Upon making an appointment to see The Body: Member-Centered Healthcare Initiatives & Networking (will be referred to as The Body in the rest of this document) service provider/member, all The Body members are giving their consent to allow that provider/member to attempt to heal/help/assist the member but agree that healing/helping/assisting ultimately comes from God. The concept of medical malpractice as a tort action is rejected in its entirety by all The Body Trust PMA members. We reject this, not because service providers/members never make errors, but because we believe the *system* to adjudicate an ethical outcome for an injured patient and competent clinician is irretrievably broken. Because we reject the *system* but agree that questions of service provider/member-induced harm will arise, we have set up an alternative dispute resolution system.

The current healthcare system creates perverse incentives by financially rewarding situations of bad outcomes in high earners regardless of actual negligence and ignoring negligence to lower-income persons such as the elderly. In addition, the system is extraordinarily lengthy, complicated, expensive and obtuse. This extreme error bias results in medical practices designed to maximize expenses instead of positive health outcomes. It is a system that rewards attorneys and institutional healthcare companies and their shareholders at the expense of providers, doctors, patients, and taxpayers. If you do not agree with our philosophical stand then we URGE YOU to remain under the current healthcare construct.

The idea of what is the "standard of care" has been hijacked over the past few decades from being what would be anticipated as being the "standard" "level" of care one would expect to receive in his community and from what level of expert his doctor or other providers might have, to one that is now defined arbitrarily by protocols of which no one is actually certain of the basis for, or truth of. Additionally, "standard" of care now often includes administrative components of one's visit that have nothing to do with care and treatment at all. And finally, is the standard of care to be right 100% of the time, accurate

100% of the time, and perfect in execution of a procedure 100% of the time? This is what the medical boards often hold the "standard" to be though.

The Biblical standard is described in the finished work of Jesus Christ as excellence with grace given to a pure heart. This is not based on a purely legalistic perspective of missing the mark (to sin). The need for a faith based standard of care is obvious from examples provided by our most Holy text (the Bible from the Words of the God of Abraham, Isaac, and Jacob). This is what we base this standard on. It is a living document for our example and admonition which applies to all events and circumstances in our lives including but not limited to medical standards of care.

Disputes that arise over possible service provider/member error will be heard first internally by The Body members. A demand for internal review shall be communicated in writing to all parties. If the internal review does not result in a resolution to the dispute, it will next be heard by a The Body mediation board. If The Body mediation board is unable to resolve the dispute, it will next be heard by an independent arbitrator. The parties agree that the arbitrators, mediators, dispute resolution members have the immunity of a judicial officer from civil liability when acting in the capacity of a panel member under this contract. It is understood that any dispute (including medical malpractice) and any services (medical and nonmedical) rendered were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined pursuant to the alternative dispute resolution process provided herein, and alternatively, by submission to arbitration as provided by eternal Biblical precepts and not by a lawsuit or resort to court process, except as common law provides for judicial review or arbitration proceedings. Both parties to this contract, by entering into it, are giving up any legal right either party may have through any local, state, or federal constitutional law, to have any such dispute decide by any such related civil government, established court of law, or legal system– including any potential jury trial, or potential administrative law hearing or other system of dispute resolution, and instead, are accepting the use of the alternative dispute resolution procedure provided herein. The execution of this agreement is a precondition to joining The Body or seeing any service provider/member under his or her practice as a member of The Body.

There are three objectives and commensurate authority for this dispute system:

1. **Causation:** determine if The Body service provider/member erred in such a way as to cause harm to a member, patient, or patron;
2. **Consequential Damages:** did that error lead to a situation that requires money to manage the harm; and
3. **Organizational Lessons:** report to The Body any processes that would improve the service provider/member's level of quality.

There is no other goal, including: no punishment of an otherwise competent doctor, no lucrative financial result for third parties (attorneys, insurance company), no financial compensation for noneconomic, emotional distress, no punitive damages, and no award that attempts to financially compensate for reduced economic opportunities due to changed circumstances.

The concept of punitive damages exists as a mechanism to punish doctors. The concept of noneconomic damages ("pain and suffering") exists as a mechanism to recover money to injured persons. The Body members vehemently reject both as unethical, irrelevant, and overall harmful. An otherwise competent doctor already has suffered by having erred and no amount of money can compensate the patient for a worsened health condition. By limiting the financial award, and by acting in a transparent manner, we will not waste money and we will reduce the psychological harm to all participants.

British common law and Biblical law supports that the payment made by the guilty party to an injured party, is one that fully compensates for the injury. It is not a "reward"-- but rather a recovery. It is Biblical to pay a person for their lost wages, lost abilities, lost use and enjoyment of one's property. It is also well established in British and American common law.

While each case will be heard and decided on its own merits, net economic damages shall be awarded up to a maximum of past and future medical expenses and partial income compensation up to but in no cases exceeding the national median income of loss of earning capacity (offset by any collateral payments) paid in periodic amounts. Noneconomic damages, punitive damages nor high-income earning potential will not be considered.

The Body members reject the "medical malpractice" paradigm under which a larger award might have been possible in any given situation and agree to seek arbitration in accordance with eternal Biblical precepts. All parties accept that human limitations guarantee that occasional negative outcomes (fault or faultless) occur. Should a patient/patron find themselves in a worse economic situation possibly due to an interaction with The Body service provider/member, there is no agreement by the parties that The Body would be financially liable for the changed economic circumstances that the patient/member is in.

The process will be confidential to outsiders but transparent to the participants. As we are all part of the same family, the injured patient will present their concerns and the service provider/member will do the same. The Tribunal will decide what the result will be. This process allows for the Body service provider/member - who did make a mistake, to authentically apologize to his fellow Body member/patron (and to work with others in The Body to train or otherwise increase in his/her related skills or knowledge so as to limit the chance of a repeated similar event). Also, our hope would be that patients/patrons/members who have had a bad outcome that turns out *not* to be due to

an error, will acquire great psychological relief knowing there is no defensive posturing or covering up.

All parties understand that some clinicians/providers will have one foot in The Body and one foot in another system—at least for a while—and this agreement only applies when the clinician/provider is actually operating or functioning or providing-a service that pertains to a Body member.

Should any Body member at any point resort to judicial intervention in a state or federal court, (with regard to an otherwise internal dispute issue within The Body) their membership in The Body will be permanently revoked, as will the membership of their immediate family. As members of The Body, each member acknowledges and agrees that the civil government courts have no jurisdiction over the private The Body matters, and the internal mechanisms for dispute resolution laid forth in this agreement, are the sole potential reliefs for either party. Should this resolution system fail for any reason, The Body members all agree on mandatory and binding arbitration by The Body's chosen arbitrator in all cases. This agreement is effective as of the first date of signature to join or signature to receive goods and services (medical and/or nonmedical) were provided.

The remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision. I understand that I have the right to receive a copy of this agreement. **I am fully aware and agree that I am becoming a member of this organization that acknowledges that Jesus Christ is Lord and Savior, and is a church entity that will use Biblical principles to resolve all conflicts.**

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE AND/OR LITIGATION OF ANY TYPE REGARDING AFFAIRS HAVING TO DO WITH THE BODY, OR ANY OF ITS MEMBERS DECIDED BY THE ALTERNATIVE DISPUTE RESOLUTION PROCESS PROVIDED HEREIN AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. *My signature below indicates that I have read and understand this documents' principles and my role as a member of The Body.

.

PMA Member printed name: _____

Signature of the PMA Member: _____

Date:_____

Email: _____