

Patient Name: _____ MR# _____



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Fort Myers, FL 33912
(239) 768-0006

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Suite 10
Cape Coral, FL 33990
(239) 574-5406

11176 Tamiami Trail N
Naples, FL 34112
(239) 594-0124

HEALTH CARE ARBITRATION AGREEMENT

In an effort to counter the ever increasing cost of healthcare, we have agreed with an initiative by the American Medical Association to use Health Care Arbitration Agreements whenever possible. This is such an agreement.

ARTICLE 1: General Provisions

The patient agrees that any controversy, including any malpractice claim, arising out of or in any way relating to the diagnosis, treatment, or care of the patient by the undersigned physician, including any partners, agents, or employees of the physician and Southwest Florida Eye Care, LLC shall be submitted to binding arbitration.

The patient further agrees that any controversy arising out of or in any way relating to the **past** diagnosis, treatment, or care of the patient by a provider or medical services, or the provider's agents or employees, shall likewise be submitted to binding arbitration.

INITIAL: _____

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 binding arbitration.

ARTICLE 2: All Claims Must Be Arbitrated

It is the intention of the parties that this agreement binds all parties whose claims may arise out of or relate to treatment or services provided by the provider of medical services, including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to the claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children.

ARTICLE 3: Procedures

Within fifteen days after a party to this agreement has given written notice to the other of demand for arbitration of a dispute or controversy, the parties to the dispute or controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable time after such notices have 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 from the date of notice of selection of the neutral arbitrator.

Expenses of the arbitration shall be shared equally by the parties to this agreement. Except as herein provided, the arbitration shall be conducted and governed by the provisions of the Florida Arbitration Code, Florida Statutes s. 682.01 et. seq.

In the event that any party to this agreement refuses to go forward with arbitration, the party compelling arbitration reserves the right to proceed with arbitration, the appointment of an arbitrator, and hearings to resolve the dispute, despite the refusal to participate or absence of the opposing party. Submission of any dispute under this agreement to arbitration may only be avoided by a valid court order, indicating that the dispute is beyond the scope of the arbitration agreement, or contains an illegal aspect precluding the resolution of the dispute by arbitration. Any party to this agreement who refuses to go forward with arbitration hereby acknowledges that the arbitrator will go forward with the arbitration hearing and render a binding decision without the participation of the party opposing arbitration or despite its absence at the arbitration hearing.

Initial _____

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ARTICLE 4: Patients Right to Cancel Arbitration Agreement

The patient has the right to rescind this agreement by written notice to the provider of medical services within three (3) days after the agreement has been signed and executed. The patient may rescind by merely writing “cancelled” on the face of one of his copies of this agreement, signing his name under such word, and mailing, by certified mail, return receipt requested, such copy to the provider of medical services with such three (3) day period.

ARTICLE 5: Arbitration as Exclusive Remedy

With respect to any dispute or controversy that is made subject to arbitration under the terms of this agreement, no suit at law or in equity based on such dispute or controversy shall be instituted by either party, except to enforce the award of the arbitrators.

ARTICLE 6: Death of Party not to Affect Submission

This submission shall not be withdrawn or affected by the death of either of the parties pending a final award, by the executor, administrator, or other representative of the party shall be deemed to be a party to this submission made, any rule of law or equity to the contrary notwithstanding. The parties agree that this agreement is to be binding on the parties’ assigns, heirs, executors, and administrators.

ARTICLE 7: Acknowledgements

The patient, by signing this agreement, also acknowledges that he or she has been informed that:

- (1) Medical or hospital care, diagnosis, or treatment will be provided whether or not the patient signs the agreement to arbitrate;
- (2) The agreement may not be submitted to a patient for approval when the patient’s condition prevents the patient from making a rational decision whether or not to agree;
- (3) The decision whether or not to sign the agreement is solely a matter for the patient’s determination without any influence by the physician or hospital;
- (4) The patient must be furnished with one copy of this agreement.

ARTICLE 8: Awardable Damages

The damages awardable at arbitration are limited to those available under Florida law. By signing this contract you are giving up your right to a jury or court trial.

_____, 20____ By _____
Physician

_____, 20____ By _____
Patient
By _____
Parent or Guardian if patient is a Minor

Initial _____