

FLORIDA FERTILITY INSTITUTE
PATIENT-PHYSICIAN ARBITRATION AGREEMENT
(For claims related to medical care and treatment)

1. AGREEMENT TO ARBITRATE CLAIMS REGARDING FUTURE CARE & TREATMENT.

I agree that any controversy, including without limitation, claims for medical malpractice, personal injury, loss of consortium, or wrongful death, arising out of or in any way relating to the diagnosis, treatment, or care of the patient by the undersigned provider of medical services, including any partners, agents, or employees of the provider of medical services, shall be submitted to binding arbitration.

2. AGREEMENT TO ARBITRATE CLAIMS REGARDING PAST CARE & TREATMENT.

I further agree that any controversy, including without limitation, claims for medical malpractice, personal injury, loss of consortium, or wrongful death, arising out of or in any way relating to the past diagnosis, treatment, or care by a provider of medical services, or the provider's agents or employees, shall be submitted to binding arbitration.

3. WAIVER OF RIGHT TO JURY TRIAL. By entering into this Agreement, I am giving up my constitutional right to have any such dispute decided in a court of law before a jury, and instead I am accepting the use of binding arbitration.

4. ALL CLAIMS MUST BE ARBITRATED BY ALL CLAIMANTS. I claims based upon the same occurrence, incident, or care shall be arbitrated in one proceeding. It is the intention that this Agreement bind all parties whose claims may arise out of or relate to treatment or services provided by the provider of medical services, including myself, my estate, any spouse or heirs of mine, any biological or adoptive parent of mine and any children of mine, whether born or unborn, at the time of occurrence giving rise to the claim. In the case of any pregnancy, this would include my expected child or children. By signing this Agreement, I consent to participation in this arbitration of any person or entity that would otherwise be a proper additional party in a court action.

5. ARBITRATION PROCEDURES. I agree and recognize that the provisions of Florida Statutes, Chapter 766, governing medical malpractice claims shall apply to the parties and/or claimant(s) in all respects except that at the conclusion of the pre-suit screening period and provided there is no mutual agreement to arbitrate under Florida Statutes, Chapter 766.106 or 766.207, I and/or other claimant(s) shall resolve any claim through arbitration pursuant to this Agreement. Accordingly, any demand for arbitration shall not be made until the conclusion of the pre-suit screening period under Florida Statutes, Chapter 766. Within (20) twenty days after a party of this Agreement has given written notice to the other of a demand for arbitration of said dispute or controversy, the parties to the dispute or controversy shall each have an absolute and unfettered right to appoint an arbitrator of its choice and shall 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. I agree that the arbitration proceedings are private, not public, and the privacy of the parties and of the arbitration proceedings shall be preserved.

6. ARBITRATION EXPENSES. Expenses of the arbitration shall be shared equally by the parties to this Agreement.

7. APPLICABLE LAW. Except as herein provided, the arbitration shall be conducted and governed by the provisions of the Florida Arbitration Code, Florida Statutes, Section 682.01 et seq. The arbitration panel shall allow for reasonable discovery in accordance with the issues raised related to any claim based upon a reasonable schedule set by such arbitration panel, which shall at least include discovery related to: the disclosure of experts and witnesses; expert, witness and party depositions; and written discovery, including the power of each party to issue subpoenas. In

conducting the arbitration under Florida Statutes, Section 682.01 et seq., all substantive provisions of the Florida law governing medical malpractice claims and damages related thereto, including but not limited to, Florida's Wrongful Death Act, the standard of care for medical providers, caps on damages under Florida Statutes 766.118, the applicable statute of limitations and repose as well as and the application of collateral sources and setoffs shall be applied. Venue for the arbitration shall be held in the county where the medical services, that are the subject of the arbitration, were rendered.

8. **EFFECT OF REFUSAL TO PROCEED WITH ARBITRATION.** In the event that I refuse to go forward with arbitration, Florida Fertility Institute PA, its healthcare providers, employees or agents reserves the right to proceed with arbitration, the appointment of an arbitrator, and hearings to resolve the dispute, despite my refusal to participate or my absence. 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 this 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 that party's absence at the arbitration hearing.
9. **SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.
- 10, **ACKNOWLEDGEMENTS BY PATIENT.** By signing this Agreement, I also acknowledge that I have been informed that:
- a. **NO DURESS.** The Agreement may not be submitted to me for approval when my condition prevents me from making a rational decision whether or not to agree;
 - b. **AGREEMENT BASED UPON OWN FREE WILL.** The decision whether or not to sign the Agreement is solely a matter for my determination without any influence by the physician or hospital;
 - c. **BINDING ARBITRATION AND EFFECT ON RIGHT OF APPEAL.** Binding arbitration means that I give up my right to go to court to assert or defend a claim covered by this Agreement. The resolution of claims covered by this Agreement will be determined by a panel of arbitrators and not a judge or jury. Each party is entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Arbitration decisions are as enforceable as any court order. The decision of an arbitration panel is final and there will generally be no right to appeal an adverse decision.
 - d. **READ AGREEMENT, AND UNDERSTOOD.** I have read and understand the above Agreement. I understand I have the right to have my questions about arbitration or this Agreement answered and I do not have any unanswered questions. I execute this Agreement of my own free will and not under any duress.
 - e. **SIGNATURE OF AGREEMENT.** This Agreement shall be effective upon my and/or the my representative's signature below. Upon such signature, this Agreement shall be deemed to be fully executed and binding upon all parties.
 - f. **BY SIGNING THIS AGREEMENT I AM WAIVING MY RIGHT TO A JURY TRIAL AND I AM AGREEING TO ARBITRATE ALL CLAIMS ARISING OUT OF OR RELATED TO MY MEDICAL CARE AND TREATMENT.**

By _____ Date _____
Patient (Sign & Print Name)

By _____ Date _____
Parent or Guardian if patient is a Minor (Sign & Print Name)

By _____ Date _____
Healthcare Provider or Authorized Representative