

By entering into this agreement the parties to this agreement are giving up their constitutional and statutory rights to have any dispute involving health care services decided before a judge or jury and instead are accepting mandatory and binding arbitration to resolve any dispute.

Arbitration Agreement for Health Care Services

Whereas, on this ____ day of _____, 20____, the undersigned patient or the patient's legal representative has entered into this agreement with Mark J. Pamer, D.O., LLC to arbitrate any dispute involving the rendition of healthcare services by Mark J. Pamer, D.O., LLC and its physicians, employees, agents, partners and assigns (Mark J. Pamer, D.O., LLC and its physicians, employees, agents, partners and assigns shall be called "*health care provider*") and have agreed to the following terms and conditions.

Article 1. Full Consideration For This Agreement. The undersigned parties agree that this agreement has been made for full consideration, which consideration includes, but is not limited to, their mutual desire to have any healthcare service dispute or controversy resolved in a fair and expeditious manner by use of mandatory and binding arbitration.

Article 2. Health Care Services Are Arbitrable. The undersigned parties agree that any and all issues involving healthcare services rendered by the *health care provider* including but not limited to dispute or controversy involving malpractice or negligence involving the diagnosis, treatment or care of the patient by the *health care provider* are arbitrable issues that shall be submitted to mandatory and binding arbitration as provided in this agreement. Further, the undersigned parties agree that any and all disputes or controversy involving healthcare services rendered prior to the execution of this agreement are also arbitrable and shall also be submitted to mandatory and binding arbitration as provided in this agreement.

Article 3. Agreement To Arbitrate Disputes Under Rules of the American Arbitration Association. The undersigned parties agree that any and all disputes or controversy involving healthcare services provided by the *health care provider* to the patient shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Large, Complex Disputes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Article 4. Notice of Demand to Arbitrate. A party to this agreement shall give written notice of demand to arbitrate controversy or dispute which involves healthcare services provided by the *health care provider* to the patient, which notice shall specify the allegations or issues in disputes and shall appoint an arbitrator. Within 20 days of receipt of the written demand for arbitration, the responding party shall have the right to name an arbitrator (failing to name an arbitrator within this twenty day period shall be considered a consent to the claimant's appointed arbitrator). If the responding party has appointed an arbitrator, then within 20 days of the appointment of an arbitrator by the responding party, the two arbitrators shall select a the third arbitrator (provided however if the arbitrators are unable or fail to agree upon a third arbitrator, then the third arbitrator shall be selected by the American Arbitration Association). The third arbitrator shall serve as chair of the arbitration panel. Within a reasonable period of time after the arbitrator(s) has accepted his or her appointment, the arbitrator(s) shall provided an oath or undertaking of impartiality. Provided however, whomever is appointed as an arbitrator shall have experience and knowledge of healthcare service issues.

Article 5. Discovery. Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the chair of the arbitration panel (or arbitrator if only one arbitrator is serving). All discovery shall be completed within 60 days following the appointment of the final appointed arbitrator. At the request of the other party, the arbitrator(s) shall have the discretion to order examination by deposition of witnesses to the extent the arbitrator deems such additional discovery relevant and appropriate. Depositions shall be limited to a maximum of three per party and shall be held within 30 days of the making of a request. Additional depositions may be scheduled only with the permission of the chair of the arbitration panel, and for good cause shown. Each deposition shall be

limited to a maximum of three hours duration. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information.

Article 6. Location of Arbitration. The place of arbitration shall be within 50 miles of offices of the health care provider.

Article 7. Patient's Right to Cancel Arbitration Agreement. The patient has a right to rescind this agreement by written notice to the *healthcare provider* within one (1) calendar week after this agreement has been signed and executed. The patient may rescind by merely writing "cancelled" on the face of one of his copies of the agreement, signing his name under such word, and mailing, by certified mail, return receipt requested, such copy to the *healthcare provider* within such one (1) calendar week.

Article 8. Arbitration is Exclusive Remedy. With respect to any dispute or controversy that is made subject 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 arbitrator's.

Article 9. General Provisions.

- A. This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
- B. This agreement shall be binding on each parties' assigns, heirs, personal representatives and assigns. Further, the parties intend that this agreement shall bind all parties whose claims may arise out of or relate to treatment or healthcare services provided by the *healthcare provider*, 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.
- C. The substantially prevailing party shall be entitled to an award of reasonable attorney fees. Further, the arbitrator(s) shall award to the substantially prevailing party, if any, as determined by the arbitrators, all of its cost and fees. "Cost and fees" mean all reasonable pre-award expenses of the arbitration, including arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court cost, witness fees and attorney fees.
- D. Except as may be required by law, neither a party nor an arbitrator may disclose existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
- E. The damages awardable at arbitration are limited to those available under Florida law.

Both parties to this contract acknowledge that they each have constitutional and statutory rights to have disputes involving healthcare services decided before a judge or jury and instead are accepting mandatory and binding arbitration to resolve any dispute.

Mark J. Pamer, D.O., LLC

Dated this ___ day of _____, 20___

By _____
Dr. Mark J. Pamer

Patient or Patient's Legal Representative

Dated this ___ day of _____, 20___

By: _____

(Printed name of patient)