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**PLEASE READ CAREFULLY  
PATIENT-DOCTOR ARBITRATION AGREEMENT**

Chart # \_\_\_\_\_

This Agreement is made between Retina Health Center, P.L., a Florida professional limited liability company, Alexander M. Eaton, M.D., Veronica Graversen, M.D., Hussein Wafapoor, M.D. and their employees, agents, and servants (hereinafter collectively referred to as "Doctor") and \_\_\_\_\_ (hereinafter referred to as "Patient"). It is the intention of the parties to this Agreement to bind not only themselves but also their heirs, personal representatives, guardians, or any persons deriving their claims through or on behalf of the Patient.

It is understood by the Patient that he or she is not required to use the Doctor listed above for surgical ophthalmology, for ambulatory medical facilities or for other ophthalmology or medical services of facilities ("Services"). The Patient also understands that there are numerous other physicians and facilities in this area who are qualified to render quality Services and the Doctor is willing to refer the Patient to another physician or facility in the area for those Services if the Patient requests. Both the Doctor and the Patient agree that arbitration is a preferable method to resolving any disputes they may have in connection with the Services and wish to avoid the expense and inconvenience of litigation, whether by judge alone or by jury.

It is mutually agreed that any controversy, dispute, or claim arising out of or relating to the Services of any kind, including the medical care rendered or payment of medical or surgical fees, or any other matter whatsoever, including the interpretation hereof, shall be settled by arbitration in accordance with the Florida Arbitration Code. The controversy or claim shall be submitted to a single arbitrator (who must be a physician, licensed in Florida) mutually agreed upon by the parties within thirty (30) days of notice of an intent to arbitrate any matter hereunder. If the parties cannot agree upon an arbitrator within such thirty (30) day period a physician, licensed in Florida shall be selected to serve as the arbitrator in accordance with the Florida Arbitration Code through a court, which has a situs in Lee County, Florida. The arbitration of such dispute will be held in Lee County, Florida within thirty (30) days after completion of discovery. The award of the arbitrator will be final and binding on all parties to the arbitration and judgment may be entered upon it in accordance with law in any court of competent jurisdiction. In the event of arbitration, the parties hereto specifically agree that discovery shall be allowed in the form of written interrogatories, depositions of witnesses, production, inspection and copying of documents to the same extent as is provided under the Florida Rules of Civil Procedure. Provided, however, the time for responding to requests for written interrogatories, production and inspection and copying of documents shall be reduced to ten (10) days. Any disagreements between the parties to the dispute as to the scope and extent of and compliance with the discovery will be referred to the arbitrator and his or her determination shall be final. The parties further agree that such discovery procedures shall not be extended beyond two (2) months from the selection of the arbitrator; provided, however, that for good cause, the arbitrator shall be permitted in his or her discretion to extend said time for discovery. All expenses of the arbitrator and arbitration (exclusive of each party's attorney's fees, if any) shall be borne equally between the Patient and the Doctor. The parties hereto agree that should any non-economic damages be awarded, in no event shall the amount of the non-economic damages awarded exceed the limits set forth in Florida Statutes (2011) sec. 766.118 as applicable to the Doctor and the nature of the Services (generally \$500,000.00 for non-emergency care [\$300,000 for Medicaid patients], with greater amounts allowed under limited exceptions). The definition of non-economic damages and the calculation thereof shall be consistent with the use of said term and the calculation of non-economic damages under Florida Statutes (2011) secs. 766.202(8) and 766.118. Provided, further, the parties hereto agree that no punitive damages may be awarded. Should any part of the provision of this Agreement be held unenforceable or in conflict with law, the validity of the remaining parts or provisions shall not be affected by such holding.

This Agreement shall remain in effect for all treatment, services and surgery provided to the patient presently and at any future date. I (we) have set our hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Date) (Month) (Year)

DOCTOR:  
By: \_\_\_\_\_  
Authorized Agent

PATIENT:  
By: \_\_\_\_\_  
Patient (Guardian if patient is a minor)

By: \_\_\_\_\_  
Patient's Spouse (If available)