

Patient Doctor Arbitration Agreement

This agreement is made between Daniel N. Sacks, MD, P.A. d/b/a Palm Beach Women’s Care and Daniel N. Sacks MD and their employees, agents, and servants (hereinafter collectively referred to as “Doctor”) and «FirstName» «MiddleInitial» «LastName» (hereinafter referred to as Patient). It is the intention of the parties to this Agreement to bind not only themselves, but also their parents, children, heirs, personal representatives, guardians or any persons deriving claims through or on behalf of the Patient. **YOUR DOCTOR HAS DECIDED NOT TO CARRY MEDICAL MALPRACTICE INSURANCE.**

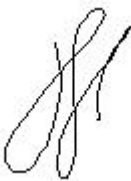
It is understood by the Patient that he or she is not required to use the Doctor listed above for obstetrical, gynecological or medical services of any kind (“Services”). The Patient also understands that there are numerous other physicians and facilities in this area who are qualified to render quality 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. Names and phone numbers of such have been provided. Both the Doctor and the Patient agree that arbitration is a preferable method to solving any disputes they may have in connection with the Services, and wish to avoid the expense and inconvenience of litigation, whether by judge 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 binding arbitration in accordance with the Florida Arbitration Code. The controversy of claim shall be submitted to a single arbitrator (who must be an actively practicing Obstetrician/Gynecologist, licensed in Florida) mutually agreed upon by the parties within (30) days of notice of intent to arbitrate any matter hereunder. If the parties cannot agree upon an arbitrator within such thirty (30) day period such an arbitrator shall be selected in accordance with the Florida Arbitration Code through a court, which has a situs in Palm Beach County, Florida. The arbitration of such dispute will be held in Palm Beach 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, 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 attorneys fees, if any) shall be borne by the Patient. The parties hereto agree that should any noneconomic damages be awarded, in no event shall the amount of the noneconomic damages awarded exceed the limits set forth in Florida Statutes sec 766.118(2) (generally \$500,000.00 with greater amounts allowed under limited exceptions). The definition of noneconomic damages and the calculation thereof shall be consistent with the use of said term and the calculation of noneconomic damages under Florida Statutes (2003) secs. 766.202(8) and 766.118(2). Provided, further, the parties hereto agree that no punitive damages may be awarded. Should any part of the provision of the Agreement be held unenforceable or in conflict with the law, the validity of the remaining parts or provisions shall not be affected by such holding.

I understand arbitration and this document and/or have had it fully explained to me so to completely understand it. I also acknowledge that I am here for ELECTIVE consultation and could always reschedule this appointment after I have spoke with counsel or an attorney of my choosing. I sign this of my own free will and am under no intoxicants or stressors that would preclude me from signing this arbitration agreement.

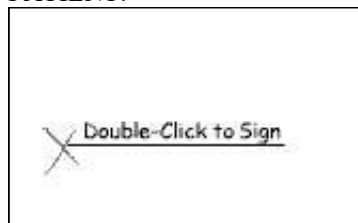
This Agreement shall remain in effect for all treatment, services and surgery provided to the Patient presently and at any future date. . I (we) have set out hand(s) today: «encDate»

DOCTOR:



By: _____
Authorized Agent

PATIENT:



By: _____
Patient (Guardian if patient a minor)