

**PATIENT CARE AGREEMENT**

**PLEASE READ CAREFULLY: THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. THIS AGREEMENT CONTAINS A WAIVER OF A RIGHT TO A JURY TRIAL. DO NOT SIGN THIS AGREEMENT UNLESS YOU READ AND UNDERSTOOD ALL PROVISIONS. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE ASK THE STAFF FOR ASSISTANCE.**

I, \_\_\_\_\_, in exchange for receiving treatment and care from the Miami Institute for Joint Reconstruction, and its affiliated physicians including \_\_\_\_\_, M.D. (which includes all employees of the Miami Institute for Joint Reconstruction and/or of my physician), hereby acknowledge and accept the following terms (please place your initials by each paragraph):

\_\_\_\_\_1. That neither the Miami Institute for Joint Reconstruction nor the individual physicians rendering care at or through the Miami Institute for Joint Reconstruction carry medical malpractice liability insurance;

\_\_\_\_\_2. That I have been given and read the Patient Notification of No Malpractice Insurance as required by Florida Statute;

\_\_\_\_\_3. That, with the exception of any collections action, any and all controversy or claim, including any claim for medical malpractice or wrongful death, whether in tort or contract, arising from the care and treatment I receive from the Miami Institute for Joint Reconstruction and \_\_\_\_\_, M.D. shall be resolved exclusively by arbitration, that the decision of the arbitrator shall be a final and binding resolution which may be entered as a judgment by any court of competent jurisdiction, and that the arbitration will be conducted under the then in force rules of the Florida Arbitration Code;

\_\_\_\_\_4. That the non-economic damages as defined by Section 766, Florida Statutes, recoverable in arbitration or litigation by the patient shall not exceed under any circumstances Seventy Five Thousand Dollars (\$75,000.00);

\_\_\_\_\_5. That each party shall pay his/her own attorney's fees and costs arising from any legal proceeding, including any arbitration, arising from any and all claims for medical malpractice, whether in tort or contract, arising from the care and treatment I receive from the Miami Institute for Joint Reconstruction and \_\_\_\_\_, M.D.;

\_\_\_\_\_6. That both I and the physicians at the Miami Institute for Joint Reconstruction, **waive the right to trial by jury for any claim or controversy including any claim for medical malpractice**, whether in tort or contract, arising from the care and treatment I receive from the Miami Institute for Joint Reconstruction and \_\_\_\_\_, M.D. By signing this Agreement, **I agree that I am waiving my right to a jury trial should the arbitration provision be determined to be unenforceable by a court of competent jurisdiction.**

\_\_\_\_\_7. That the Miami Institute for Joint Reconstruction and \_\_\_\_\_, M.D. will submit their fee for services to my healthcare insurance company, Medicaid and/or Medicare, or other third party payor. In the event that the services provided are not covered by any of these third party payors, I remain personally responsible for the fees for services;

\_\_\_\_\_8. If any provision of this Agreement shall be found by a court of competent jurisdiction to be unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

I understand that I am not required to receive care, treatment, or services from the Miami Institute for Joint Reconstruction or from \_\_\_\_\_M.D., and that I am free to seek treatment from other qualified physicians in the community. By signing this Agreement, I acknowledge that I have voluntarily and knowingly agreed to all of the above terms in exchange for receiving care, treatment and services from the Miami Institute for Joint Reconstruction or from \_\_\_\_\_M.D.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PATIENT SIGNATURE**