



MICRONESIA'S REGIONAL EYE CENTER SINCE 1997

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**MANDATORY BINDING ARBITRATION AGREEMENT
STATEMENT OF GUAM AS AN UNDERSERVED AREA FOR MEDICAL/SURGICAL EYE CARE
STATEMENT REGARDING CERTAIN DIAGNOSTIC TESTS
(REVISED JUNE 2007)**

Dear Island Eye Center patient,

We are requesting that patients seen here at Island Eye Center sign this form which is a form that TIES ISLAND EYE CENTER AND THE PATIENT BEING SEEN TO A MANDATORY BINDING ARBITRATION PROCESS if any dispute arises out of you being seen here at Island Eye Center. Additionally it contains statements and agreement regarding Guam as a medically underserved area as well as a statement and agreement regarding Island Eye Center's diagnostic schedule for certain eye disorders.

MANDATORY BINDING ARBITRATION AGREEMENT

This Binding Arbitration process will be according to the arbitration process as outlined in the Guam Code Annotated (Title 10, Chapter 10). This BINDING ARBITRATION extends to both FUTURE AND PAST ACTS.

Binding Arbitration is generally explained as follows: Arbitration is an alternative to a court proceeding which might arise out of a dispute of a claim that you might have against Island Eye Center. Before Arbitration takes place, the patient and Island Eye Center choose a panel of arbitrators, to decide any settlement, monetary or otherwise, which is to result from any occurrence by Island Eye Center.

By signing this form, YOU ARE RELINQUISHING (GIVING UP) YOUR RIGHT TO A JURY TRIAL to settle any dispute or claim that arises out of you being seen at Island Eye Center. Signing below, YOU ALSO ARE AGREEING THAT YOU DID NOT SIGN UNDER "DURESS" (meaning that we did not somehow PRESSURE or FORCE you to sign this form).

If after signing this form and relinquishing (giving up), i.e. "waiving" your right to a jury trial; you (or someone on your behalf, example: an attorney) still seek a jury trial, Island Eye Center will use aggressive means to recover from you any costs it incurs as a result of defending such a case. These costs include but are not limited to attorney's fees, staff costs, reimbursement for time off of work for physicians and or staff, pain and suffering, mental anguish, etc.

If your needs today are emergent, and you wish NOT to agree to MANDATORY BINDING ARBITRATION, will gladly refer you to another ophthalmologist on island, if one is available (see section below on "Guam as a Medically Underserved Area for Eye Care").

This decision, (whether or not your case urgent) will be made on a case-by-case basis. The eye surgeon on duty or other staff present, will sit down with you and discuss this particular component of the agreement with you before you leave our clinic, if you so choose.

If you choose to leave the clinic without signing this form, yet before speaking with an eye surgeon, optometrist, or other staff member; you are assuming the risk that your care was indeed an emergency and Island Eye Center cannot be held liable for any resultant occurrences to include but not be limited to: loss of vision, loss of eye, loss of life, disability of any sort, pain and suffering, etc.

Patient Initial: _____

Staff Initial: _____

GUAM AS A MEDICALLY UNDERSERVED AREA FOR EYE CARE

Additionally it is noted, that you are being informed, that for its significant population and size, Guam is currently a “severely underserved” area in that it has very few eye surgeons practicing here. Some Eye Surgeons on Guam, possibly including one or more who practice at Island Eye Center, practice and/or live on island on a part time only basis. While every effort will be made to obtain surgeon coverage for Island Eye Center’s patients if it’s surgeon or surgeons are off-island, there have been times in the past, and there will likely be times in the future, when eye care may have to be provided by another provider such as an optometrist, General Physician, Nurse Practitioner, etc.; either at Island Eye Center or an outside clinic.

By initialing/signing below you are additionally stating understanding that you may need to seek out these other professionals yourself, if at any given time, an eye surgeon or other eye professional is not available and/or on island or at Island Eye Center. Symptoms including but not limited to *any* eye pain, *any* eye redness, *any* eye pressure, *any* sudden loss of vision, *any* gradual loss of vision, *any* eyelid droop (sudden or gradual), *any* flashing lights in vision, *any* floating objects in vision, *any* change in “eye color,” or *any* abnormal eye movements: should and will indicate that care is needed and should be immediately sought out. Island Eye Center cannot be responsible for the potential unavailability of this care, nor for any adverse outcome that may occur as a result of the unavailability of this care, nor for any adverse outcome that may occur as a result of the unavailability of said care nor adverse outcomes that could result from actually receiving such care.

In order to provide additional eye care options to the people of Guam, Island Eye Center often has eye care professionals or other workers using its premises as independent contractors, employees, or under other arrangements.

Each party, (Island Eye Center, and any given eye care professional or other employee), are indemnified (held harmless) one from the other, against claims that may arise from care provided at Island Eye Center and/or any of the above entities will be held separately.

The independent contractor clinicians, (Ophthalmologists and Optometrists), who work at Island Eye Center; and Island Eye Center itself, are separate entities. This is due in part to the fact that Island Eye Center has no influence in the manner of which these independent Contractors carry out the details of their day-to-day work.

As such, Island Eye Center assumes no responsibility for claims that may come as a result of work done by these professionals who are all duly licensed to practice on Guam.

STATEMENT REGARDING CERTAIN DIAGNOSTIC TESTS

Island Eye Center owns and maintains several state of the art diagnostic pieces of equipment including but not limited to: an Optical Coherence Tomographer, Visual Field machine, Fundus Camera for photos of the retina, etc.

These pieces of equipment will be used on an as needed basis unless a patient has one or more chronic or potentially chronic (long lasting) conditions/diagnoses such as Glaucoma, Diabetes, Glaucoma Suspect, or Borderline Diabetes. In such cases, diagnostic examinations will be automatically scheduled according to national standards. Additionally, photographs of the back of the eye will be ordered at least every 18 months for all patients 18 years old and over.

If for *any* reason a patient declines these regularly scheduled diagnostic studies, they, by signing below, release Island Eye Center from any liability that may come from failure of diagnosis of additional disease processes, vision loss, loss of eye, physical alteration of the eye(s), etc., that may result from failure to detect progression or worsening of aforementioned disease processes or entities/clinical states.

Patient Initial:_____

Staff Initial:_____

By signing below, you are agreeing and stating clear understanding that all of the above is the reasonable community standard of care on Guam and is not punitive, excessive, or unreasonable in any way.

Island Eye Center agrees to provide its services, a thing of value, in consideration for the above contract. You, the patient or guardian, agree to provide reimbursement i.e. payment for eye care services rendered as consideration for the above contract. This entire contract is legally binding. If any portion of this contract is held by another party; (arbiter, judge, referee, magistrate, etc.) as being unenforceable, illegal, unconstitutional, in-organic, or otherwise unable to be legally upheld; all remaining portions of the contract will be held in force severally (i.e., separately).

All portions of this contract are legally binding to the patient signing this form as well as his/her estate and/or potential or actual heirs.

This contract can be signed by the separate parties on different dates and still be considered valid.

Of course, in seeking to maintain Island Eye Center's position as the Premier Medical-Surgical Eye Center on Guam, every effort has and will continue to be made to ensure that you receive the absolute best care here.

THIS IS A LEGALLY BINDING CONTRACT
I HAVE READ AND UNDERSTOOD ALL OF THE ABOVE

Print Name:

Signature:

Date:

----- For Office Use Only -----

Witnessed By:

Print Name:

Signature:

Date: