



## PHYSICIAN-PATIENT ARBITRATION AGREEMENT

**Article 1: Agreement to Arbitrate:** You and CGS Physician Services, LLC and its subsidiaries (hereafter collectively referred to as "CGS Physician Services") agree to resolve any disputes related in any way to any care, treatment, services, products, supplements, any and all contact made to you through any means, including, but not limited to, all electronic contact, and any and all purchases made, and any and all services obtained in person, on the website CGSPhysicianServices.com, CGSPhysician.Services or over the telephone or any electronic device, through binding and final arbitration through the American Arbitration Association ("AAA") rather than in court, except that you may assert claims in small claims court or seek action through government agencies.

**Article 2: All Claims Must be Arbitrated:** YOU AND CGS Physician Services HEREBY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE YOU HAVE WITH CGS Physician Services FOR ANY CAUSE OF ACTION OR ANY THEORY OF RECOVERY. COURT REVIEW OF AN ARBITRATION DECISION IS LIMITED AND THERE IS NO JUDGE OR JURY; HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT AND MUST FOLLOW THESE TERMS AS A COURT WOULD. THIS SECTION LIMITS CERTAIN OTHER RIGHTS, INCLUDING THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR CGS Physician Services WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

**Article 3: Procedures and Applicable Law:** A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days of a demand for a neutral arbitrator by either party. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law. The parties agree that provisions of Florida law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited to, Code of Civil Procedure Section 340.5 and 667.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure section 1283.05, however, depositions may be taken without prior approval of the neutral arbitrator.

**Article 4: General Provisions:** This section of these terms will survive the termination of the relationship with you and CGS Physician Services and covers any post-relationship conduct, including, but not limited to, any claims or causes of action for the sending of autodialed, marketing text messages or phone calls that may arise under the federal Telephone Consumer Protection Act and any implementing regulations.

Notwithstanding the foregoing, in the event either party is required to file a motion to compel arbitration to enforce this provision in any court, the moving party shall be entitled to the recovery of their costs and reasonable attorney's fees.

**Article 5: Limitation on Time to File Claims:** All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE OR POST-CONTRACT CONDUCT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

This Agreement to arbitrate shall be enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. Section 1, et. Seq.

**Article 6: Severability:** Any term, phrase, or provision contained in this arbitration agreement is severable, and in the event, any of them is found to be void or unenforceable for any reason, this arbitration agreement shall be interpreted as if such term, phrase, or provision were not contained herein, and the remaining provisions of this arbitration agreement shall not be affected by such determination and shall remain in full force and effect. This arbitration agreement shall remain in full force and effect notwithstanding the termination, cancellation, or natural expiration of any relationship between you and CGS Physician Services.

Acceptance of this Agreement can be done by signing below, which endorses patient's acceptance of care and services by CGS Physician Services.

Patient's Signature \_\_\_\_\_ . Date \_\_\_\_\_ .