

Physical Therapist-PATIENT ARBITRATION AGREEMENT

This Therapist-Patient Arbitration Agreement is entered into by and between COX PHYSICAL THERAPY, a California physical therapist and the undersigned patient ("Patient"). For purposes of this agreement, "Cox Physical Therapy" and each of its directors, officers, employees, agents, independent contractors, representatives, successors and assigns, including, without limitation, MARY COX, P.T., and "Patient" shall mean and include Patient and all parties whose claims may arise out of or relate to the treatment or services provided by Cox Physical Therapy for Patient, including Patient's spouse, heirs, legal representatives, successors-in-interest, assigns and any children, whether born or unborn at the time of the occurrence giving rise to any claim against Cox Physical Therapy. If Patient is a pregnant mother, the term "Patient" shall mean both the mother and the mother's expected child or children.

Article 1: Agreement to Arbitrate: It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to binding arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of binding arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of binding arbitration. In addition to disputes with respect to medical malpractice, the parties further agree that all disputes, disagreements, controversies, claims and counterclaims arising out of, related to or in connection with Corporation's provision of services for Patient, whether based on statute, tort, contract, common law or otherwise (collectively, "Claims"), shall be resolved by binding arbitration as set forth in this agreement. Notwithstanding the foregoing, the parties agree claims within the jurisdictional limit of the Small Claims Court may be resolved by the Small Claims Court of the applicable jurisdiction and need not be arbitrated.

Article 2: Procedures and Applicable Law: The arbitration shall be administered by the Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules") in place at the time of the Claim, unless the parties agree otherwise in writing. To the extent the Rules conflict with any term of this paragraph, the terms of this paragraph shall control. To commence arbitration of a Claim under this agreement, either party may contact the local office of JAMS. The arbitration shall be conducted before a single neutral arbitrator who is a retired judicial officer selected in accordance with the Rules and shall take place in Orange County, California. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve any Disputes between the parties that are subject to this agreement, including, but not limited to, any claim that all or any part of this agreement is void or voidable. The arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under California law. Any Claim to be arbitrated under this paragraph shall be governed by the substantive law (and the law of remedies, if applicable) of California. The arbitrator is without jurisdiction to apply any different substantive law or law of remedies.

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Article 3: Authority: The arbitrator shall have jurisdiction over the Claim and the decision of the arbitrator shall be final and binding upon the parties, except as otherwise provided in this paragraph. Depositions may be taken and discovery may be conducted in the manner to give each party a reasonable opportunity to conduct discovery, as designated by the arbitrator with good cause shown by the parties. The arbitrator's award shall include the arbitrator's written reasoned opinion and the arbitrator shall not have the power to commit errors of law or legal reasoning. At the request of either party made within 10 days after issuance of the award, the award shall be subject to affirmation, reversal or modification, following review of the record and arguments of the parties by a second arbitrator selected in accordance with the Rules who shall, as far as practicable, proceed in accordance with the law and procedures applicable to appellate review by the applicable state court of appeal of a civil judgment following a court trial. The cost of the arbitrator's fees, including the costs of the facility and the administration of the arbitration, shall be shared equally by the parties. Each party shall bear its own attorneys' fees and costs. However, if any party prevails on a statutory Claim which affords the prevailing party attorneys' fees and costs, then the arbitrator may award reasonable attorneys' fees and/or costs to the prevailing party, applying the same standards a court would apply under the law applicable to the Claim. Judgment upon the arbitration award may be entered in any court having jurisdiction, or application may be made by either party to such court for a judicial acceptance of the award and an order of enforcement, as applicable.

Article 4: Negotiation or Mediation: The parties may, by mutual written agreement only, stay the commencement of the arbitration procedure from time to time to allow for any form of negotiation or mediation of the Claim.

Article 5: Time Limits for Demanding Arbitration: A written demand for arbitration must be submitted within the statute of limitations period applicable in a civil court or administrative forum. If a party does not submit and serve a written demand for arbitration for a Claim within the applicable statute of limitations period, such failure shall constitute an absolute bar to the institution of any proceedings in any forum with respect to such Claim and will constitute a waiver of any rights regarding such Claim.

Article 6: Revocation: This agreement may be revoked by written notice delivered to the physician within 30 days of signature. It is the intent of this agreement to apply to all medical services rendered at any time for any condition.

Article 7: Retroactive Effect: If patient intends this agreement to cover services rendered before the date it is signed (including, but not limited to, emergency treatment), Patient should initial below:

Effective as of the date of first medical services: _____ Patient Initials

If any provision of this arbitration agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

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I understand that I have the right to receive a copy of this arbitration agreement. By my signature below, I acknowledge that I have received a copy.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

Signature

Authorized Provider Representative

Date

Date