

## Conflict Resolution and Arbitration Agreement

*Integrative Health Associates's belief is that the relationship between doctor and patient is of paramount importance. This document strives to maintain that relationship. Because of the safe, effective, and scientifically sound nature of the treatments provided at Integrative Health Associates, and by Dr. Steven J. Fass and his staff, unhappy patients are a rarity. We are accustomed to happy patients and successful outcomes. However, even under the most ideal circumstances, and with the best intentions, conflicts can arise. Should you have a question, concern, or issue regarding any aspect of your experience at Integrative Health Associates, we sincerely hope you will let us know and we will make every effort to work with you to achieve a positive result.*

Pursuant to the Federal Arbitration Act, I understand and hereby expressly acknowledge that the services and treatments I have purchased, or will be purchasing, from this office are being provided to me in good faith and with the most positive of intentions to improve my health and quality of life. Because this therapeutic partnership is contractual in nature, and the physician(s) and staff of Integrative Health Associates have agreed to provide treatment services to me, I intentionally, voluntarily, and irrevocably waive any rights I may have to a trial by jury in respect to any actions preceding or counterclaims based on any services provided to me by Integrative Health Associates and Dr. Steven J. Fass, otherwise arising out of and under or in connection with any of said services including, without limiting the generality of the foregoing, any and all claims whether they be direct or vicarious in nature, for breach of contract (express or implied) warranty detrimental reliance, medical malpractice, emotional distress, negligent hiring, negligent retention, negligent supervision/overnight or for compensatory or punitive damages. I hereby further agree that any dispute between myself and Integrative Health Associates and/or Dr. Steven J. Fass, which has not been resolved through normal negotiation, shall be settled and determined through arbitration and that any relief obtained by any party for me except through arbitration would circumvent this arbitration agreement and I hereby disclaim in. This agreement to arbitrate means that any dispute (including any class action in which I could be a class member) will be resolved through arbitration, not in court, and I agree that if a court action is filed, that it violates this agreement to arbitrate and will constitute a waiver or will create any future waivers, and no other than counsel for the physician and Integrative Health Associate and Dr. Steven J. Fass, and that I shall waive of this in South Carolina and shall be conducted by a single arbitrator mutually agreeable to the parties. If the parties cannot agree on one arbitrator, one shall be selected by other arbitrators (one whom is selected by each party). The arbitrator shall be bound by the same rules of evidence as a court and will resolve the dispute solely upon the law applicable to the claims and defenses raised, may grant relief on other bases and may grant summary disposition on the pleading case. The written decision of the arbitrator shall be binding, final, and conclusive on the parties and said decision may be entered in any court having jurisdiction.

I hereby certify that I have carefully read all of the above in its entirety, have had an opportunity to ask any and all questions that I may have had to understand the contents of the above, and I consent and agree to all of the aforementioned, including authorization to treat and consent to arbitration.

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Patient (or person authorized to sign for patient)

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Date

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Witness

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Date