

BINDING ARBITRATION AGREEMENT

During the course of treatment, both before and after signing this Agreement, disputes have already or may later arise concerning medical care or payment for medical care. Those who sign this Agreement agree to the following terms, in order to promote fairness and efficiency in resolving any such dispute.

1. **PARTIES BOUND:** As used in this Agreement, “you” means the patient receiving medical care, and your parent(s), guardian or authorized representative(s), your spouse, or significant other, your unborn child and any person who is or claims to be the father of your unborn child. Your signing this Agreement binds you, your children (born or unborn), your parents, your spouse or significant other, any person claiming parental rights, and your heirs, assigns, successors, representatives, executors, beneficiaries, guardians, agents and anyone else who may assert any claim of any kind or nature on your or your child’s behalf. “We” or “us” means the undersigned medical care provider, and our nurses, physicians’ assistants, employees, partners, and agents and any corporation or professional association employing or owned or controlled by us. You and we acknowledge that your and our execution of this Agreement binds you and us to the terms of this Agreement.

2. **AGREEMENT TO ARBITRATE CLAIMS REGARDING PAST, PRESENT AND FUTURE CARE AND TREATMENT:** You and we agree that any claim, dispute or controversy whatsoever arising between you and us, whether arising by statute or common law, shall be resolved only by binding arbitration conducted in accordance with the provisions of this Agreement, and not by a court or agency. By way of example, the claims, disputes and controversies which arbitrators shall have exclusive authority to resolve include, without limitation, any claim for medical malpractice, personal injury, breach of express or implied contract, wrongful death, wrongful birth, wrongful life, loss of consortium, emotional distress, mental anguish, aggravation of pre-existing injuries, payment disputes, and any other claims or controversies of any kind or character arising out of or in any way related to any past, present or future diagnosis, treatment or medical care provided (or not provided) by us to you. This includes any dispute about payment. By way of further example, you and we explicitly agree that the arbitrators shall have exclusive authority to resolve any claim, controversy or dispute as to the existence, scope, interpretation, ambiguity, applicability, enforceability or formation of this Agreement.

- a. **WAIVER OF RIGHT TO JURY TRIAL:** You and we acknowledge that, by agreeing to resolve any and all claims and controversies by binding arbitration, you and we are abandoning the right to have such claims and controversies resolved by a judge or a jury in a court of law. You and we acknowledge having a full appreciation and understanding of the right to a jury trial that you and we are abandoning and that this right has been abandoned voluntarily, knowingly and willingly.
- b. **WAIVER OF RIGHT TO JURY TRIAL ON ENFORCEABILITY OF AGREEMENT:** You and we acknowledge that by signing this Agreement, you and we are abandoning the right to have the enforceability of this Agreement determined by a jury in a court of law. You and we waive this right to a jury trial on the enforceability of this Agreement in favor of arbitrators determining that issue. You and we acknowledge having a full appreciation and understanding of the right to a jury trial that is being abandoned and that this right has been abandoned voluntarily, knowingly, and willingly.
- c. **GOVERNING LAW OF ARBITRATION PROCEEDING, PAYMENT OF ARBITRATORS, AND CONSIDERATION:** You and we acknowledge and agree that the services we are providing to you involve interstate commerce. You and we agree that this Agreement will be governed by and interpreted in accordance with the Federal Arbitration Act (FAA) first and foremost, and then by our state laws, to the extent not inconsistent with the FAA. Any dispute submitted to arbitration pursuant to this Agreement shall be resolved by a panel of three arbitrators in a location reasonably convenient to your home. If you request it, we can provide transportation at our cost, or we can proceed with arbitration by video-conference. Any claim shall be asserted in writing and shall be effective when hand-delivered, mailed by certified mail, return receipt requested, or sent by overnight carrier to you or us at the address shown below. Within thirty (30) days of the effective date of the assertion of a claim, you and we shall each select an individual who is a graduate of a law school approved by the American Bar Association as your or our designated arbitrator and advise the other of such choice in writing in the manner provided above. The two arbitrators so designated shall then jointly select a third arbitrator within thirty (30) days who must also be a graduate of a law school approved by the American Bar Association. You, we, and your and our respective counsel, with the assistance of the arbitrators, will establish the procedures governing the conduct of the arbitration as well as all other aspects of the arbitration. Your and our intent is that the arbitration proceeding be conducted quickly, efficiently and fairly. In the event of a disagreement between you and us concerning the procedures governing the conduct of the arbitration, the arbitrators shall resolve the disagreement. In so doing, the arbitrators shall be guided (but shall not be bound) by the Federal Rules of Civil Procedure and the Federal Rules of Evidence. The arbitrators shall render a written decision, which shall include the reasons supporting the arbitrators’ determination. We shall pay the fees of the three arbitrators as consideration for your acknowledgment and acceptance of the terms of this Agreement. You and we acknowledge and agree that the arbitrators’ decision shall be final, and that no other remedy or review is available under the terms of this Agreement beyond the limited judicial review of arbitration decisions available under the FAA. Any claims asserted by you or by us pursuant to this Agreement shall be subject to all applicable state statutes of limitation and statutes of repose.
- d. **CLAIMS AGAINST COLLATERAL MEDICAL CARE PROVIDERS:** Your and our agreement to arbitrate all claims or controversies of any kind arising out of or related to the diagnosis, treatment, or medical care provided (or not provided) by us to you shall not include claims which you may now or later have against any other medical care provider, medical group, corporation, professional association, partnership, or limited liability company that has provided diagnosis, treatment, or medical care in conjunction with, or that is related to the diagnosis, treatment, and medical care provided to you by us (“collateral medical services”). You shall have the right to pursue claims against any provider of collateral medical services in a court of competent jurisdiction, but in no event shall the pursuit of any such claims adversely affect your and our agreement to submit to binding arbitration claims you or we may have one against the other.

3. **RIGHT TO COUNSEL:** You acknowledge that this Agreement is a legal document with binding consequences and that you have the right to consult with an attorney and understand its terms before signing it. We expressly encourage you (and all persons who are requested to sign below) to consult with an attorney before signing this Agreement.

BINDING ARBITRATION AGREEMENT

4. SEVERABILITY: In the event that any part of this Agreement is determined to be illegal, invalid, or otherwise unenforceable, the rest of this Agreement shall remain in full force and effect.

5. ENTIRE AGREEMENT: This Agreement represents the entire agreement made between you and us and supersedes any prior agreements or understandings between you and us. Except as expressly set forth in this Agreement, there are no other representations, promises, understandings, or agreements of any kind between you and us. You (including all persons signing below) acknowledge that you (and they) have not relied on any oral or written representations other than what is contained in this Agreement. You acknowledge and understand that this Agreement, once it has been signed by you and by us, cannot be changed, altered, or modified in any way except in a separate writing that is signed by you and by us.

6. RESCISSION PERIOD: You and the other persons signing below acknowledge that, even though you and they may sign this Agreement, you and they each have the right to cancel and rescind this Agreement within thirty (30) days of the date of execution by providing written notice to us. Such notice shall be effective only as to the person or persons who cancel and shall be provided by returning a copy of this Agreement, by certified mail, return receipt requested, to us with the word "canceled" written across the first page and signed by you and/or those other persons electing to cancel this Agreement. You acknowledge that this thirty (30) day rescission period provides sufficient time to consider the implications of the binding terms of this Agreement, including the decision to arbitrate all claims against us pursuant to this Agreement.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE COMPETENT TO SIGN, THAT YOU UNDERSTAND ENGLISH ENOUGH TO SIGN THIS KNOWLEDGEABLY, THAT YOUR EDUCATIONAL LEVEL IS SUFFICIENT TO ALLOW YOU TO UNDERSTAND THIS, THAT YOU ARE NOT IN PAIN OR SIGNING UNDER DURESS OR IN AN EMERGENCY, AND THAT YOU AGREE TO HAVE ANY ISSUE OF ALLEGED MEDICAL NEGLIGENCE, BREACH OF CONTRACT OR ANY OTHER CLAIM, DISPUTE OR CONTROVERSY BETWEEN YOU AND US DECIDED THROUGH ARBITRATION. BOTH PARTIES GIVE UP THEIR RIGHT TO A TRIAL BY A JURY OR BY A JUDGE

To be completed by the Patient, Parent, or Authorized Representative:

Each of you signing below is attesting that the signatures of the others of you signing below is or are of the person or persons who he, she or they purport to be.

Name of Patient: _____

Your relationship to Patient (check one): Self
 Parent
 Other (please specify): _____

By initialing in the following space, you acknowledge that you have received a cover letter and a copy of this Agreement. You further acknowledge that you were given the opportunity to review this document before signing it..... Your Initials: X _____

Print Name: _____ Address: _____

X _____ Date: _____

SIGNATURE of Patient, Parent, Authorized Representative of Patient, or person who may claim parental rights of child

MEDICAL CARE PROVIDER'S CONSENT TO ARBITRATION: In consideration of the execution of this Agreement, the undersigned legal representative of the Medical Care Provider hereby agrees to be bound by all the terms set forth above.

Caroline Hernandez MD Date: _____

SIGNATURE of Medical Care Provider – Premier Perinatal, LLC, individually and on behalf of Premier Perinatal, LLC.