

Arbitration Agreement

This is a contract affecting important legal rights, and you should read and understand it before deciding whether to sign it.

I, _____ (print name), understand that my agreement to the provisions below is an essential inducement to Vicki Nolan Mamin, CNM, Cheryl Rinell, CNM, Birth & Beyond, Inc., and/or their designated students and/or covering midwives (collectively, the "Nurse Midwife") to enter a Health-Provider-Patient relationship with me, and that all medical services they may provide to me will be pursuant to this contract and in reliance on it.

ARTICLE 1

Any controversy between me and Nurse Midwife concerning medical care and controversy between Nurse Midwife and persons, born or unborn, on behalf of whom I have the power to contract shall be submitted to FINAL AND BINDING ARBITRATION in accordance with the procedure set out in Article 2 below. 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 arbitration as provided by this contract as a condition precedent to any lawsuit or resort to court process. The parties agree that they only may resort to court process for judicial review or enforcement of an arbitration decision if such review and/or enforcement is permitted under Connecticut law. *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 arbitration as the first and preferred line of action.*

ARTICLE 2

- A. In the event I feel any problem of any sort has arisen in connection with my medical care, I will immediately inform Nurse Midwife, so that she may have the opportunity to help me resolve it. This notification need not be formal or written.
- B. In the event the problem is not resolved informally by my working together with Nurse Midwife, I shall give Nurse Midwife formal, written notice of my claim. No such claim shall be operative if civil action thereon would be barred by the applicable Connecticut Statute of Limitations.
- C. Within 30 days of receipt of such a claim, Nurse Midwife will arrange a meeting with me, with or without a representative of my choice. I agree to meet with Nurse Midwife to attempt to resolve the controversy by mutual agreement.
- D. If the controversy is not resolved by mutual agreement, I will designate an arbitrator to act on my behalf by sending formal written notice to Nurse Midwife. Within 20 days of receipt of such notice, Nurse Midwife will designate an arbitrator to act on Nurse Midwife's behalf. The two "party" arbitrators will then select a mutual arbitrator. The controversy shall then be submitted to the three arbitrators for final and binding decision.
- E. The arbitration shall be conducted pursuant to the Connecticut General Statutes, sections 52-408 through 52-424.
- F. Any controversy concerning the interpretation or application of this agreement itself shall be submitted to arbitration in the manner provided above.
- G. Formal notices under this Article shall be sent to Nurse Midwife at Birth & Beyond, 411 Durham Road, Madison, CT 06443.

ARTICLE 3

- A. By signing this agreement, I acknowledge that I have read this agreement and understand it, or if I do not understand it, that I will have it explained to me by a person of my choice within the 30 day period for rescission of the agreement mentioned below. I also acknowledge receipt of a signed copy of this agreement.
- B. I understand and agree that this arbitration agreement binds me, my heirs, assigns, personal representatives, and Nurse Midwife, Nurse Midwife's professional corporation or partnership, if any, Nurse Midwife's employees, partners, heirs, assigns or personal representatives. I also hereby consent to the intervention or joinder in the arbitration proceeding of all parties necessary or required for a full and complete resolution of any controversy under this agreement.

I agree to the foregoing and represent that, before resorting to arbitration, I will in good faith give Nurse Midwife an opportunity to work out to my satisfaction any problems that may arise between us.

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).

NOTICE: YOUR EXECUTION OF THIS AGREEMENT IS NOT A PREREQUISITE TO RECEIVING CARE OR TREATMENT FROM NURSE MIDWIFE.

NOTICE: IF YOU FEEL THAT YOUR CONSENT TO THIS AGREEMENT IS NOT FREELY GIVEN, THE LAW GIVES YOU 30 DAYS FROM SIGNING WITHIN WHICH TO CANCEL THE AGREEMENT BY GIVING WRITTEN NOTICE OF RESCISSION. THE WRITTEN NOTICE OF RESCISSION MAY INCLUDE A STATEMENT OF THE RESCISSION. IF YOU DO NOT RESCIND WITHIN 30 DAYS, THE AGREEMENT WILL BE VALID AND BINDING BETWEEN YOU AND NURSE MIDWIFE.

Client signature: _____

Date: _____

Partner signature: _____

Date: _____

I ACCEPT THE REPRESENTATION OF PATIENT AND INTEND TO RELY UPON IT, AND THIS AGREEMENT, IN PROVIDING MEDICAL SERVICES TO PATIENT. I ALSO AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

Nurse Midwife: _____

Date: _____