

ARBITRATION OF DISPUTES AGREEMENT
(READ CAREFULLY –Not part of the Admission Agreement)

Residents shall not be required to sign this arbitration agreement as a condition of admission to this facility. If this agreement is signed all disputes including violations of the Residents Bill of Rights will be settled by binding arbitration.

As set forth herein, _____ (facility) and, _____ (Resident), and _____ Legal Representative/Agent (if any), agree to arbitrate disputes as described in clause 1. (medical malpractice) and clause 2. (all other disputes or claims).

1. 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 federal law, and not by a lawsuit or resort to court process, except as federal law provides for judicial review of 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 arbitration.

2. The parties understand that, similarly, any other claim arising out of the provision of services by the Facility, its employees or agents, the admission agreement, the validity, interpretation, construction, performance and enforcement thereof, or which allege violations of the Elder Abuse and Dependent Adult Civil Protection Act, the Residents Bill of Rights, or the Unfair Competition Act, sounding in breach of contract, tort or breach of statutory duties (including, without limitation, any claim based on violation of rights, negligence, any other departure from the accepted standards of health care or safety or unpaid charges), irrespective of the basis for the duty or of the legal theories upon which the Claim is asserted, which seek an award of statutory, compensatory or punitive damages or attorneys' fees, will be determined by submission to neutral arbitration as provided by federal law, and not by a lawsuit or court process, except as federal law provides for judicial review of arbitration proceedings. By entering into this arbitration agreement, both parties give up their constitutional right to have any such dispute decided in a court of law before a jury, and instead accept the use of arbitration.

3. By signing this arbitration agreement below, the Resident agrees to be bound by the foregoing arbitration provisions. The Resident acknowledges that he or she has the option of not signing this arbitration agreement and not being bound by the arbitration provisions contained herein. The execution of this arbitration agreement is not a precondition to receiving services or for admission to the Facility. This arbitration agreement may be rescinded by written notice from either party, including the Resident's Legal Representative and/or Agent, if any, and as appropriate, to the other part within thirty (30) days of signature.

4. The parties are informed and agree that (Facility) engages in interstate commerce in providing service to Resident due to payment sources, regulatory compliance, purchasing supplies and other business activities. Therefore, it is agreed that federal law and procedure shall apply to and govern arbitration and appeals there from as stated in the Federal Arbitration Act,

malpractice. 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 in validity of any other provision.

5. The parties hereby acknowledge that arbitration is preferable to a judicial forum and that federal law favors the enforcement of valid arbitration provisions. One neutral arbitrator as agreed to by the parties shall conduct the arbitration. If the Parties are unable to select one arbitrator using such process, the arbitrator shall be selected by the U.S. District Court upon petition of either party to the court that would have jurisdiction under Title 28 USC. In reaching a decision the arbitrator shall prepare findings of fact and conclusions of law. Except as required by law, each party shall bear its own costs and fees for the arbitration.

6. This arbitration agreement binds the parties hereto, including the heirs, representative, executors, administrators, successors, and assigns of such parties and shall inure to the benefit of facilities employees and agents.

7. Retroactive Effect. If Resident intends this Agreement to cover services rendered before the date this contract is signed, Resident and/or Resident's representative should initial here to make this contract effective as of the date of Resident's first admission into Facility.

Initials _____ Relationship _____ Initials; _____ Relationship; _____

8. Execution. The parties to this Arbitration Agreement hereby acknowledge and agree that, upon execution, any and all disputes or claims as to medical malpractice (that is, whether any medical services rendered during the Resident's stay were necessary or unauthorized or were improperly, negligently or incompetently rendered) will be determined by submission to neutral arbitration as provided by Federal Law and the Federal Arbitration Act, Title 9, USC, and not by a lawsuit or court process, except as Federal law provides for judicial review of arbitration proceedings. Such arbitration will be governed by this Arbitration Agreement.

(Note for following paragraph: **12-point type in RED**)

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.

This provision is specifically acknowledged

Date: _____

Resident

Page 2 of 3

By virtue of Resident's consent, instruction and/or durable power of attorney, or appointment as guardian or conservator, I hereby certify that I am authorized to act as Resident's agent in executing and delivering of this Arbitration Agreement.

Date: _____

Legal Representative/Agent (if any)

Date: _____

Facility Representative

(Note for following paragraph: **12-point type in RED**)

NOTICE: BY SIGNING THIS AGREEMENT THE RESIDENT AGREES TO HAVE ANY CLAIM MADE ON BEHALF OF THE RESIDENT ARISING OUT OF THE PROVISION OF SERVICES BY THE FACILITY, ITS EMPLOYEES OR AGENTS, THE ADMISSION AGREEMENT OR THE VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT THEREOF, OR WHICH ALLEGE VIOLATIONS OF THE ELDER ABUSE AND DEPENDENT ADULT CIVIL PROTECTION ACT, THE RESIDENTS BILL OF RIGHTS, OR THE UNFAIR COMPETITION ACT, OR WHICH SEEK AN AWARD OF PUNITIVE DAMAGES OR ATTORNEYS' FEES, DECIDED BY NEUTRAL ARBITRATION, AND GIVES UP THE RIGHT TO A JURY OR COURT TRIAL. SEE THE FIRST AND SECOND PARAGRAPH OF THIS AGREEMENT.

Date: _____

Resident

By virtue of Resident's consent, instruction and/or durable power of attorney, or appointment as guardian or conservator, I hereby certify that I am authorized to act as Resident's agent in executing and delivering of this Arbitration Agreement

Date: _____

Legal Representative/Agent (if any)

Date: _____

Facility Representative