

ARBITRATION 1

Arbitration of Medical Malpractice Disputes (Optional for Residents and Facility)

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 California law, and not by a lawsuit or court process except as California 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.

By signing this arbitration agreement below, Resident agrees to be bound by the forgoing arbitration provisions. 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 shall not be precondition to the furnishing of medical treatment or for admission to the Facility and this arbitration agreement may be rescinded by written notice from the Resident, Responsible Party or Agent to the Facility within 30 days' of signature.

This arbitration agreement shall bind the parties hereto, including the heirs, representatives, executors, administrators, successors, and assigns of such parties.

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 PARAGRAPH 1 OF THIS CONTRACT.

Time: _____

Date: _____

Resident

Responsible Party

Agent

Facility

By:

Its:

ARBITRATION 2

Arbitration of Other Disputes

The Resident and the Facility further agree that any dispute arising between them from torts, contracts or otherwise, including any claims for punitive damages and any actions brought on behalf of the Resident by third-parties, but exception claims pertaining to the amount of the Facility's charges, shall be submitted upon the request of either the Resident or the Facility to arbitration as provided by California law.

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 shall not be a precondition to the furnishing of medical treatment or for admission to the Facility, and this arbitration agreement may be rescinded by written notice from the Resident, Legal Representative or Family Member to the Facility within thirty (30) days of signature.

By signing this agreement below, the Resident, and/or Agent and/or Responsible Party, if any, agrees to be bound by the foregoing arbitration provisions. However, the right provided for in Health and Safety Code Section 1430 to bring a civil action against a facility for a violation of the regulatory Resident's Bill of Rights (Attachment 4) may not be waived.

Time: _____

Date: _____

Resident

Agent (if any)

Responsible Party (if any)

Facility

By:

Its: