

ARBITRATION AGREEMENT

This ____ day of _____, 20____, _____ (Facility) and the parties who are signing below agree to arbitrate any disputes arising from Facility's Admission Agreement executed at the same time as or prior to this Arbitration Agreement (Agreement) concerning Facility's services and care provided to _____ (Resident). **It is not a condition of admission or required for you to continue to receive care at Facility for you to agree to this Agreement.** If you sign this Agreement, you have 30 days to opt out of and rescind this Agreement.

Binding Arbitration. Arbitration is a way to resolve disputes instead of going to traditional state or federal courts. Instead of a judge or jury deciding the outcome of a dispute, a non-biased and neutral outside party ("Arbitrator(s)") chosen by the parties to this Agreement makes the decision. The Arbitrator's decision binds both parties and, generally, is final and cannot be appealed. The Arbitrator will hear both sides of the story and make a decision based on fairness, law, common sense and the rules established by the arbitration association selected by the parties. When arbitration is binding, it is the only legal process available to the parties. Binding arbitration has been selected because it usually saves time and costs and is easier to use than the courts.

Disputes. A Dispute is any controversy, dispute, disagreement or claim of any kind that has to do with or relates to the Admission Agreement or any service or health care provided by Facility to Resident. This means that Resident and Facility will not be able to bring or start a lawsuit in any court and are giving-up all rights to a jury trial to decide any Disputes that Resident may have against Facility or Facility may have against Resident. The arbitration shall be administered by the American Health Lawyers Association (AHLA) in accordance with its Rules of Procedure. Also, judgment on any award given by arbitrator(s) may be entered in any court having appropriate jurisdiction. Resident and/or Resident's Representative acknowledge(s) and understand(s) that there will be no jury trial on any claim or dispute submitted to arbitration, and Resident and/or Resident's Representative relinquish and give up their rights to a jury trial on any matter submitted to arbitration under this Agreement.

All Disputes will be decided by binding arbitration except for:

- 1) guardianship and/or conservatorship proceedings resulting from the alleged incapacity of the Resident;
- 2) collection actions started by Facility for non-payment or failure of Resident or Resident's representatives to fulfill their obligations under the Admission Agreement (including collections in estate proceedings when the Resident has died); and
- 3) disputes involving total claimed money amounts that can be brought in small claims court.

Apart from these exceptions, this means all Disputes will be decided by binding arbitration including:

- Contracts (including the Admission Agreement);
- Property damage and/or loss;
- Personal injuries sustained by Resident including inadequate care or any other cause or reason;
- Wrongful death; and
- Medical malpractice.

Facility agrees to abide by the proper standard of care as provided by state and federal law and this Agreement does not waive Facility's liability for Resident's health and safety while Resident resides at Facility.

Right to Legal Counsel. Resident has the right to be represented by legal counsel in any proceeding initiated under this Agreement. Because this Agreement addresses important legal rights, Facility encourages and recommends Resident and/or Resident's Representative obtain the advice and assistance of legal counsel to review the legal significance of this binding Agreement before signing this Agreement.

Location of Arbitration. The Arbitration will be conducted at a site selected by Facility which shall be either at Facility or somewhere within a reasonable distance of Facility that is convenient for both Facility and Resident.

Time Limitation for Arbitration. Any request to arbitrate a Dispute must be submitted to AHLA before two (2) years from the date the event giving rise to the dispute occurred. In the event AHLA is unable or unwilling to serve, then the request for Arbitration must be submitted to Facility within thirty (30) days of receiving AHLA's notice of unwillingness or inability to serve as arbitrator. If this happens, Facility and Resident shall cooperate to select an alternative neutral arbitration service within thirty (30) days after receiving AHLA's notice and the selected arbitration service's procedural rules shall apply to the arbitration proceeding. If either party fails to submit a request for Arbitration to AHLA or an alternate neutral arbitration service selected by Facility within the two (2) year period, then the party may not and cannot make any more requests for Arbitration or bring any claims or any action or legal proceeding of any kind or nature. This means if the time to request to arbitrate has passed, the parties will be forever barred from arbitrating or litigating a resolution to any such dispute.

Limitation on Damages and Allocation of Costs for Arbitration. The parties equally share the costs of the arbitration and each party is responsible for their own legal fees and costs.

Other Agreements. This Agreement shall bind the heirs, executors, administrators and assigns of all persons signing it. Resident understands this Agreement does not prohibit or discourage Resident from communicating with Federal, State, or local officials or representatives of The Office of Ombudsman for Long-Term Care. By signing below, Resident agrees that they have read the entire Agreement and understands this Agreement. If this Agreement is signed by a Legal Representative on Resident's behalf, the Legal Representative agrees they have no interest in Facility.

Signatures to Arbitration Agreement:

Dated: _____

Signature of Facility Representative

Title

Dated: _____

Signature of Resident

Dated: _____

Signature of Resident's Legal Representative

The relationship between the Legal Representative and the Resident is that of:

- ☐ attorney-in-fact;
☐ conservator of: ☐ the person ☐ of the estate;
☐ guardian of: ☐ person ☐ of the estate.

Address:

Telephone: _____

Initials of Legal Representative _____

NOTICE OF RIGHT TO RESCIND
BINDING ARBITRATION CLAUSE

Date rescission period begins _____.

You may rescind and terminate the Arbitration Agreement (hereinafter called "Agreement") without penalty or forfeiture within thirty (30) days of the above date. No other agreement or statement you sign shall constitute a waiver of your right to rescind the Agreement within this thirty (30) day period. To rescind the Agreement, send via certified mail or hand deliver a signed and dated copy of this notice, or any other dated written notice, letter or telegram, stating your desire to rescind to the following address:

not later than midnight of _____ (last day for rescission). If you are rescinding the Agreement via certified mail, the notice must be post marked within thirty (30) days of the date the rescission period begins.

Pursuant to this Notice, I hereby rescind the Agreement regarding binding arbitration with Facility.

Dated: _____

Resident's Name

Signature of Resident

Dated: _____

Resident's Legal Representative's
Name

Signature of Resident's Legal
Representative