

**ARBITRATION AGREEMENT**

(READ CAREFULLY – Not Part of Admission Agreement)

**Residents shall not be required to sign this arbitration agreement as a condition of admission to this facility or to continue to receive care at the facility.**

By executing this Arbitration Agreement (“Agreement”), the parties acknowledge and represent that they prefer to utilize the arbitration process rather than a judicial forum for the adjudication of disputes. The parties recognize that applicable law favors the use of arbitration and desire that the resolution of any claims covered by the Agreement be handled more efficiently and economically using arbitration rather than decided by a court of law before a jury.

Resident Name: \_\_\_\_\_ (“Resident”)

**ARTICLE I**

**(Medical Malpractice Claims)**

**1.1** 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 California law, and not by a lawsuit or resort to 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.

**ARTICLE II**

**(Other Claims)**

**2.1** It is further understood that any dispute between Resident, including Resident’s heirs and/or agents, and \_\_\_\_\_ (“Facility”), and their owners, investors, operators, officers, directors, administrators, staff, employees, agents, and any management and administrative services company and all related entities and individuals, their staff, personnel, employees, owners, officers, directors, members, and agents that provide services to the Facility that relates to the provision of care, treatment and services the Facility provides to the Resident, (collectively referred to herein as “Facility), including any action for injury or death arising from negligence, torts, intentional tort and/or statutory causes of action (including all California Welfare and Institutions Code sections, all California Business and Professions Code sections, Health and Safety Code section 1430), and all other statutory claims under any applicable California code, will be determined by submission to binding arbitration and not by lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings.

**2.2** All parties to this Agreement are giving up their Constitutional right to have all disputes decided in a court of law before a jury, and instead are accepting the use of binding arbitration.

**2.3** By signing this Agreement, the parties waive their right to commence and/or be a party to any class or collective action in any court against the other party relating in any manner whatsoever to the Resident's residency at the Facility. Further, the parties waive their right to commence or be a party to any group, class, or collective action claim in arbitration or any other forum.

**2.4** Nothing in this Agreement prohibits or discourages you or anyone else from communicating with federal, state, or local officials, including but not limited to, federal and state surveyors, other federal or state health department employees, and representatives of the Office of the State Long-Term Care Ombudsman.

**ARTICLE III**  
**(Scope of Agreement)**

**3.1** This Agreement shall be binding for any dispute, except for disputes pertaining to collections or evictions. This Agreement is binding on all parties, including the Resident's representatives, executors, family members, and heirs who bring any claims individually or in a representative capacity. The Resident's representatives, agents, executors, family members, successors in interest and heirs who execute this Agreement below on the signature line are doing so not only in their representative capacity for the Resident, but also in their individual capacity and thus agree that any claims brought individually by any such representatives, agents, executors, family members, representatives, successors in interest and heirs are subject to binding arbitration.

**ARTICLE IV**  
**(Delegation of Authority)**

**4.1** The arbitrator, and not any federal, state, or local court or agency, shall resolve all disputes, including without limitation, any disputes regarding the making, execution, enforceability, voidability, revocability, unconscionability, severability, scope, arbitrability, interpretation, waiver, duress, preemption or any other defense to the validity or enforceability of this Arbitration Agreement, as well as resolve the Parties' underlying disputes, as it is the Parties' intent to completely avoid the court system and resolve disputes without any judge or jury.

**ARTICLE V**  
**(Retroactive Effect)**

**5.1** It is agreed by and between the parties hereto that this Agreement covers services rendered before the date this Arbitration Agreement is signed, thus making it effective as of the date of the Resident's first admission to the Facility.

**ARTICLE VI**  
**(Right to Rescind)**

**6.1** This Agreement may be rescinded by written notice within thirty (30) days of signature.

**ARTICLE VII**  
**(Applicable Law)**

**7.1** As this Agreement relates to the Resident's admission to the Facility, and the Facility, among other things, participates in the Medicare and/or Medi-Cal programs and/or procures supplies from out of state vendors, the parties agree that the underlying admission to the Facility involves interstate commerce.

**7.2** As a result, the parties agree that this Agreement is to be governed by the Federal Arbitration Act (9 U.S.C. §§1-16) and the procedural rules set forth in the Federal Arbitration Act shall govern any and all arbitration proceedings, including any petition to compel arbitration.

**7.3** The parties agree that California Code of Civil Procedure §1281.2(c) is excluded from this Agreement as the parties mutually desire to have any and all disputes submitted to binding arbitration. The parties do not want any claims or related lawsuits not subject to arbitration to impede any and all other claims from being ordered to binding arbitration.

**ARTICLE VIII**  
**(Selection of Arbitrator)**

**8.1** The parties shall mutually agree upon the appointment of a single neutral arbitrator. If the parties are unable to agree, a single neutral arbitrator shall be appointed using the rules of the Federal Arbitration Act (9 U.S.C. §§1-16).

**ARTICLE IX**  
**(Convenient Venue)**

**9.1** The arbitration shall be venued in a location convenient for all parties. The parties agree that this should normally be in the county where Facility is located.

**ARTICLE X**  
**(Costs of Arbitration)**

**10.1** The expenses and fees of the arbitrator(s) shall be apportioned equally among all parties except as otherwise permitted or required by law.

**ARTICLE XI**  
**(Severability)**

**11.1** If any provision in this Agreement is held invalid, such holding shall not impact the validity of the remaining provisions of this Agreement.

**ARTICLE XII**  
**(Understanding of Agreement and Authority)**

**12.1** The Resident and/or the person executing this Agreement certifies that he/she has read this Agreement, understands this Agreement, has been given a copy of this Agreement, and affirmatively represents that he/she is duly authorized, by virtue of the Resident's consent, instruction and/or durable power of attorney or other legally binding document, to execute this Agreement and accept its terms on behalf of the Resident and acknowledges that the Facility is relying on the aforementioned certification.

**12.2** The Resident and/or the person executing this Agreement certifies that he/she understands that its execution is not a precondition to receiving medical treatment, care, services and/or for admission to the Facility and is not a requirement to continue to receive medical treatment, care and services at the Facility.

**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.**

Date: \_\_\_\_\_  
\_\_\_\_\_ Resident

By virtue of Resident's consent, instruction and/or durable power of attorney, I hereby certify that I am authorized to act as Resident's agent in executing and delivering of this arbitration agreement. I acknowledge that the Facility is relying on this representation. I also acknowledge that pursuant to the terms of this agreement, any claims that I may assert in my individual capacity and/or as a successor in interest that arise out of or relate to the provision of or failure to provide any services (medical or otherwise) or goods by the Facility to the Resident or the admission agreement are governed by this arbitration agreement.

Date: \_\_\_\_\_  
\_\_\_\_\_ Legal Representative/Agent of Resident and Individually

Date: \_\_\_\_\_  
\_\_\_\_\_ Facility Representative

**NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ALL CLAIMS, INCLUDING CLAIMS OTHER THAN A CLAIM FOR MEDICAL MALPRACTICE, DECIDED BY ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL AND YOU AGREE THAT NO PARTY SHALL ADJUDICATE ANY CLAIM ON A CLASS ACTION BASIS.**

Date: \_\_\_\_\_  
\_\_\_\_\_ Resident

By virtue of Resident's consent, instruction and/or durable power of attorney, I hereby certify that I am authorized to act as Resident's agent in executing and delivering of this arbitration agreement. I acknowledge that the Facility is relying on this representation. I also acknowledge that pursuant to the terms of this agreement, any claims that I may assert in my individual capacity and/or as a successor in interest that arise out of or relate to any the provision of or failure to provide services (medical or otherwise) or goods by the Facility to the Resident or the admission agreement are governed by this arbitration agreement.

Date: \_\_\_\_\_  
\_\_\_\_\_ Legal Representative/Agent of Resident and Individually

Date: \_\_\_\_\_  
\_\_\_\_\_ Facility Representative

**REQUIRED IF RESIDENT SIGNING BY MARK**

**WITNESS SIGNATURE**

I, \_\_\_\_\_ (Name of Witness), hereby state that on \_\_\_\_\_ (date), I witnessed Resident, \_\_\_\_\_, whose name is referenced on page 1 of this Arbitration Agreement, making a mark indicating his signature on the line identified by "Resident's signature" on pages 3 and 4. I hereby witness and certify that Resident's mark on pages 3 and 4 indicates Resident's intent to provide a valid and binding signature. I acknowledge that Facility is relying on this representation.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness to Resident's Intent to Sign

\_\_\_\_\_  
Print Name of Witness