

RESIDENT- FACILITY ARBITRATION AGREEMENT

Resident Name: _____

Residents shall not be required to sign this arbitration agreement as a condition of admission to this facility, and cannot waive the ability to sue for violation of the RESIDENT BILL OF RIGHTS.

Article 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 2. It is further understood that any dispute between Resident and Facility, including any action for injury or death arising from negligence, intentional tort and/or statutory causes of action (including all California Welfare and Institutions Code sections, but not including **California Health & Safety Code § 1430 and/or California Administrative Code § 73527**), will be determined by submission to arbitration as provided by California law, and not by lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Resident and Facility, as parties to this agreement, are giving up their Constitutional rights to have a dispute under this agreement decided in a court of law before a jury, and instead are accepting the use of arbitration.

Article 3. Resident and Facility agree that any arbitration pursuant to this agreement will proceed according to the Medical Arbitration Rules of the California Hospital Association – California Medical Association (Copies available at Facility Admissions Office).

Article 4. Agreement to arbitrate is not a precondition for medical treatment or for admission to the Facility.

Article 5. This Agreement shall be binding for any dispute except for disputes pertaining to collections or evictions within thirty (30) days of signature. This Agreement may be rescinded by written notice within thirty (30) days of signature. This Agreement is binding on all parties, including their personal representative, successors, family members and heirs.

_____(Initials) _____(Initials)

Article 6. 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) _____ (Initials)

The undersigned certifies that he/she has read this Agreement, and has been given a copy, and is either the Resident, or is the representative of the Resident, duly authorized to execute the above and accept its terms.

NOTICE: BY SIGNING THIS AGREEMENT, 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 I OF THIS CONTRACT.

Facility Employee (Date)

Resident (Date)

Title

Resident Representative (Date)

NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO HAVE ALL MONETARY DISPUTES EXCEPT COLLECTIONS AND EVICTIONS DECIDED BY ARBRITRATION, AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. YOU DO NOT, HOWEVER, GIVE UP YOUR RIGHTS TO SUE FOR VIOLATION OF THE RESIENT BILL OF RIGHTS.

Facility Employee (Date)

Resident (Date)

Title

Resident Representative (Date)

I acknowledge that I have reviewed the above
Arbitration Agreement and decline its terms

Resident

(Date)

Resident Representative

(Date)