ADDENDUM E

RESIDENT AND COMMUNITY ARBITRATION AGREEMENT – READ CAREFULLY

It is understood and agreed by ________________________________ (the “Community”) and ________________________________ (“Resident” or “Resident’s Authorized Representative”, hereinafter collectively the “Resident”) that any legal dispute controversy, demand or claim (hereinafter collectively referred to as “claim” or “claims”) that arises out of or relates to the Resident Admission Agreement or any service or health care provided by the Community to the Resident, shall be resolved exclusively by binding arbitration to be conducted at a place agreed upon by the parties, or in the absence of such agreement, at the Community, in accordance with the American Health Lawyers Association (“AHLA”) Alternative Dispute Resolution Services Rules of Procedure for Arbitration which are hereby incorporated into this agreement, * and not by a lawsuit or resort to court process except to the extent that applicable state or federal law provides for judicial review of arbitration proceedings or the judicial enforcement of arbitration awards.

This agreement to arbitrate includes, but is not limited to, any claim for payment, nonpayment or refund for services rendered to the Resident by the Community, violations of any right granted to the Resident by law or by the Resident Admission Agreement, breach of contract, fraud or misrepresentation, negligence, gross negligence, malpractice, or any other claim based on any departure from accepted standards of medical or health care or safety whether sounding in tort or in contract. However, this agreement to arbitrate shall not limit the Resident’s right to file a grievance or complaint, formal or informal, with the Community or any appropriate state or federal agency.

The parties agree that damages awarded, in an arbitration conducted pursuant to this Arbitration Agreement shall be determined in accordance with the provisions of the state or federal law applicable to a comparable civil action, including any prerequisites to, credit against or limitations on, such damages.

It is the intention of the parties to this Arbitration Agreement that it shall inure to the benefit of and bind the parties, their successors and assigns, including the agents, employees and servants of the Community, and all persons who claim is derived through or on behalf of the Resident, including that of any parent, spouse, child, guardian, executor, administrator, legal representative, or heir of the Resident.

All claims based in whole or in part on the same incident, transaction, or related course of care or services provided by the Community to the Resident, shall be arbitrated in one proceeding. A claim shall be waived and forever barred if it arose prior to the date upon which notice of arbitration is given to the Community or received by the Resident, and is not presented in the arbitration proceeding.

The parties understand and agree that by entering this Arbitration Agreement they are giving up and waiving their constitutional right to have any claim decided in a court of law before a judge and a jury.

The Resident understands that (1) he/she has the right to seek legal counsel concerning this agreement, (2) the execution of this Arbitration is not a precondition to the furnishing of services to the Resident by the Community, and (3) this Arbitration Agreement may be rescinded by written notice to the Community from the Resident within 30 days of signature. If not rescinded within 30 days, this Arbitration Agreement shall remain in effect for all care and services subsequently rendered at the Community, even if such care and services are rendered following the Resident’s discharge and readmission to the Community.

____________________________________   __________________________________
Resident/Representative Signature     Date                        Community’s Authorized Agent       Date

____________________________________   __________________________________
Resident/Representative Printed Name   Community’s Authorized Agent Printed Name

*Information regarding AHLA and/or its arbitration and rules is available at: American Health Lawyers Association, 1025 Connecticut Avenue NW, Suite 600, Washington, DC 20036-56405, Phone: (202) 833-1000/Fax: (202) 833-1105, www.healthlawyers.org; or American Health Lawyers Association, Alternative Dispute Resolution Service, 1666 Connecticut Avenue, NW, Suite 500, Washington, DC 20009, Phone: (202) 387-4176/Fax (202) 478-5155, e-mail: adr@healthlawyers.org

Ageia Health Services             Revised October, 2011