

This notice is in regards to the Shelby Ridge Rehab Select "Dispute Resolution Agreement" made on the

28th Day of August, 2009

Agreement between Nursing Home Shelby Ridge, by representative Tammy Gable, and Resident representative for Edna Gilpin, by Richard Gilpin.

As a stipulation in the agreement the resident or authorized representative may rescind the "Dispute Resolution Agreement" within a thirty day period of the signing of the agreement.

This document executed on the 9th day of September, 2009, Hereby rescinds the "Dispute Resolution Agreement" with Shelby Ridge Rehab Select.

Responsible Party/Authorized Representative:

Richard Gilpin

Richard Gilpin
Print Name

SON
Relationship to resident

Witness. Kelly B. Mullin

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 5, 2011
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

original copy given to shelby Ridge
Nursing home. This is a true copy
of the original agreement.

Richard Gilpin 9/23/09
Richard Gilpin appeared before me this 23rd day of September, 2009
Kelly B. Mullin my commission expires June 28, 2013

**SHELBY RIDGE REHAB SELECT
DISPUTE RESOLUTION AGREEMENT**


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Shelby Cnty Judge of Probate, AL
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THE DISPUTE RESOLUTION AGREEMENT ("Agreement") is made and entered into by and between Shelby Ridge Rehab Select, ("the Nursing Home"), and Edna Gilpin, an individual ("the Resident").

RECITALS

WHEREAS, the Nursing Home operates a nursing home located in Shelby Ridge Rehab Select in Alabaster, Alabama ("the Nursing Home"); and **WHEREAS**, the Resident has applied to the Nursing Home; and **NOW THEREFORE**, is considered of the mutual benefits of the speedy, impartial, and cost effective dispute resolution program agreed to by all parties pursuant to this Agreement, and the mutual covenants and promises herein contained, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

1. The Program

This agreement creates a dispute resolution program (the "program") which shall govern the resolution of any and all claims or disputes that would constitute a cause of action in a court of law that the nursing home may have now or in the future against the resident, or that the resident or the resident's estate, successors, assigns, heirs, personal representatives, executors, and administrators may have now or in the future against the nursing home, any parent or subsidiary of the nursing home, any company affiliated with the nursing home, or any of the nursing home's officers, directors, managers, employees, or agents acting in such capacity, or that any other person may have arising out of or relating in any way to the resident's stay at the nursing home (hereunder referred to as "Disputes"). The disputes whose resolution is governed by the program shall include, but not limited to, claims for the breach of contract or promise (express or implied); tort claims, and claims for violation of any federal, state, local, or other governmental law, statute, regulation, common law, or ordinance. Notwithstanding the foregoing, the program shall not govern (i) any grievance proceeding brought either formally or informally under the nursing home's grievance policy or with an appropriate state or federal agency, (ii) any appeal proceeding with the appropriate state or federal entity regarding any involuntary transfer or discharge, (iii) any complaint proceeding with the appropriate state or federal agency concerning the Nursing Home's compliance with applicable regulations governing care, Nursing home services, or residents' rights, (iv) any complaint proceeding with the appropriate state or federal agency concerning resident abuse, neglect, misappropriation of resident property, or non-compliance with advance directive requirements, or (v) any claim or dispute involving solely a monetary claim in an amount less than \$50,000.00, and any such claim or dispute shall not be deemed a dispute hereunder.

2. Mediation

If a dispute arises and the parties are unable to resolve such Dispute through negotiation or through the ombudsman program, then the parties may attempt to resolve the dispute by meditation. Meditation is a voluntary, non-binding procedure in which the parties submit a Dispute to a neutral third-party (the

mediator) who works with the parties to arrive at a settlement of the Dispute which is mutually agreeable to the parties. Under no circumstances will mediation be a condition precedent to arbitration.

Subject to the terms and provisions of this Agreement, any mediation conducted pursuant to this agreement shall be conducted by, and according to, the rules and procedures of an independent and impartial entity that is regularly engaged in providing mediation services (the "Mediation Services Provider"). The Mediation Services Provider shall be the National Arbitration Forum, or, in the event that the National Arbitration Forum is unwilling or unable to serve as the Mediation Services Provider, the nursing home shall select another independent and impartial entity that is regularly engaged in providing mediation services to serve as the mediation with the Mediation Services Provider. Information about how and where to file a request for mediation with the mediation is available from the nursing home. A request for mediation should contain a brief statement of the nature of the dispute, the names, addresses and telephone numbers of all the parties to the dispute, and their representatives, if known. The party requesting mediation should notify the other party of its request for mediation by sending a copy of its request for mediation to the other party. Regardless of which party requests mediation, as well as any compensation owed the mediation, unless another party objects and wishes to share equally in such costs.

3. Arbitration

All disputes shall be resolved by binding arbitration, including all disputes regarding the enforceability and interpretation of this agreement. Any party may compel the arbitration of a dispute, regardless of whether the parties have chosen to attempt to resolve a dispute by mediation. Arbitration is a procedure in which the parties submit a dispute to one or more mutually selected impartial persons for a final and binding decision. The parties expressly agree to settle all disputes by binding arbitration rather than by a judge, jury, or administrative agency; provided, however, that nothing in this agreement shall prevent resident or any other person from reporting, and an administrative agency from investigating, alleged violations of law. Arbitration is a complete substitute for a trial by a judge or jury. Only disputes that would constitute a legally cognizable cause of action in court of law may be arbitrated.

Subject to the terms and provisions of this Agreement shall be conducted by, and according to the rules and procedures of, an independent and impartial entity that is regularly engaged in provided arbitration services (the "Arbitration Services Provider"). The Arbitration Forum, or, in the event that the National Arbitration Forum, or, in the event that the National Arbitration Forum is unwilling or unable to serve as the Arbitration Services Provider, the Nursing Home shall select another independent and impartial entity that is regularly engaged in providing arbitration services to serve as the Arbitration Services Provider. Information about the National Arbitration Forum at 800-474-2371 or <http://www.arb-forum.com>. In the event of any material, adverse inconsistency between the terms of this agreement and the rules regularly employed by the Arbitration Services Provider, the terms of this Agreement shall apply.



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4. Arbitration Procedure

A. Starting the Arbitration Procedure. The arbitration process starts when a party files a demand for arbitration with the Arbitration Services Provider. Information about how and where to file a request for arbitration is available from the Nursing Home. A demand for arbitration must be filed within the applicable limitations period provided by law for the dispute. The party demanding arbitration must notify all other parties of its demand for arbitration by sending a copy of its written demand for arbitration to all other parties.

A demand for arbitration must be sent by certified mail to the Arbitration Services Provider together with a \$100.00 check or money order for any filing fees required by the Arbitration Services Provider. Any filing or Administrative fees excess of \$100.00, as well as any compensation owed to the arbitrator(s), shall be paid by the Nursing Home, unless other party objects and wishes to share equally in such costs.

B. Location. The arbitration shall take place in or near the city in which the Nursing Home is located, unless the parties mutually agree on another location.

C. Selection of Arbitrator(s). The Arbitrator(s) shall be impartial and independent and shall apply the substantive law (and the law of remedies, if applicable) of Alabama, or federal law, or both, as may be applicable to the dispute. The arbitrator(s) shall have the power to award all relief that a court would be able to award under the circumstances. The arbitrator(s) must apply statutory and case law to the facts of the dispute and must apply the burden of proof required by applicable federal, state, or local law. The arbitrator(s), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, formation, or scope of this agreement, including, but not limited to, any claim that all or any part of the Agreement or this dispute resolution process is void or avoidable. The arbitration shall be final and binding upon the parties.

E. Discovery and Admissibility of Evidence. The parties shall have the right to engage in discovery consistent with the Alabama Rules of Civil Procedure, subject to any restrictions contained in applicable statutes, rules, and regulations, including, but not limited to, the Alabama Rules of Civil Procedure subject to any restrictions contained in applicable statutes, rules and regulations, including, but not limited to, the Alabama Medical Liability Act, Alabama Code 6-5-480 *et seq.* and the Medical Liability Act of 1987, Alabama Code 6-5-540 *et seq.* The admissibility of evidence at the arbitration hearing shall be determined in accordance with the Alabama Rules of Evidence, subject to any restrictions contained in applicable statutes, rules, and regulations, including, but not limited to, the Alabama Medical Liability Act, Alabama Code 6-5-840 *et seq.* and the Medical Liability Act of 1987, Alabama Code 6-5-540 *et seq.*

F. Attorney's Fees. Each party may be represented by an attorney. Each party is responsible for paying its own costs and attorney's fees associated with arbitration. If a party prevails a statutory claim which provides for the prevailing party to receive payment for its attorney's fees, or if there is a written agreement between the parties providing for the prevailing party to receive payment for its attorney's fees, the arbitrator(s) may award reasonable fees to the prevailing

party in accordance with the standards established under each statute or agreement.

G. Judicial Review. The decision of the arbitrator(s) shall be final and binding on the Nursing Home, the Resident, and all other parties to the dispute. The parties acknowledge that arbitration is a complete substitute for traditional litigation and hereby waive their respective rights to file a private lawsuit and have that suit heard in court by a judge or a jury. Any party may bring an action in any proper court to require arbitration under this agreement and to enforce an arbitration award.

H. General

1. Interstate Commerce. The parties acknowledge that Nursing Home regularly engages in transaction involving interstate commerce and that the services provided by Nursing Home to Resident involve such interstate commerce. The parties expressly agree that this agreement shall be governed by the Federal Arbitration Act, 9 U.S.C 1 *et seq.*

2. Modification or Revocation. This agreement shall survive the death of the Resident or the Resident's departure from the Nursing Home and shall apply to all disputes whether they arise or are asserted before, during, or after the Resident's stay at the Nursing Home. Except as set forth in section 6(e) below, this agreement can only be revoked or modified by a writing or writings signed by all parties specifically stating an intent to revoke or modify this agreement.

3. Severability. The invalidity of a portion or provision of this agreement shall not affect the validity of any other portion or provision. If any portion or provision of this agreement is found to be invalid or unenforceable in any respect, the remainder of the Agreement will remain in full force and effect.

4. Integration. This agreement constitutes the entire agreement of the parties with respect to the program, as a complete and final integration thereof. All understandings and agreements therefore had between the parties are merged into this Agreement, which alone fully and completely expresses their understandings. In entering this Agreement, no party has relied upon a representation or warranty made by another party which is not contained in this Agreement or expressly referred to herein.

5. Voluntary Agreement. Each party acknowledges that it has carefully read this Agreement, that all understandings between the Resident and the Nursing Home with respect to the Program are contained in the Agreement, and that it has entered into this Agreement voluntarily and not in reliance on any promises or representations by the other party other than those contained in the agreement itself. The resident understands that (1) he/she has the right to seek legal council concerning this agreement (2) that execution of this agreement is not a precondition of admission to the Nursing Home or the furnishing of services to the resident by the Nursing Home, and (4) this Agreement may be rescinded by written notice to the Nursing Home from the Resident within thirty days of signature. If not rescinded within thirty days, this agreement shall remain in effect for all subsequent stays at the Nursing Home, even if the resident is discharged from and readmitted to the Nursing Home.

6. Choice of Law. This agreement shall be interpreted, construed and



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enforced pursuant to in accordance with the laws of Alabama, without reference to the choice of law Principles of any other state.

I. Waiver. No waiver by any part of any default, breach, or violation of any term or provision of this agreement shall be deemed to be a waiver of any other breach, default, or violation of the same, or any other term or provision contained herein.

J. Authorized Representative. If the resident is unable to consent to or sign this agreement because of a physical disability or mental incompetence or is a minor, this Agreement may be executed by an "Authorized Representative" who is duly authorized to execute this Agreement on behalf of the Resident, and who shall execute this Agreement on behalf of the Resident on the signature line for the Authorized Representative of the Resident, the Authorized Representative hereby certifies that he/she is duly authorized by the Resident or otherwise to execute this Agreement and accept its terms.\

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 28th day of August, 2009.

NURSING HOME:

BY: Tammy Gable

ITS: Adm. Coord.

RESIDENT:

Edna Gilpin

RESPONSIBLE PARTY/ AUTHORIZED REPRESENTATIVE:

Richard Gilpin

Richard Gilpin
Print name

Son
Relationship to resident


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