

FAMILY NOTIFICATIONS

Voice Friend-

In the event of emergency situation, we have implemented a mass messaging system to keep in touch with all of our resident's families. This is a way to send out multiple text and phone messages all at the same time. Below are your options as to how you would like to receive your messages.

all at	the same time. Below are your options as to how you would li	ike to receive	your me		
Pleas	e choose your preference.				
	Phone Message				
	Text Message				
Text a	and Email Notifications for Billing Purposes-				
auth	authorize MVSL to send Billing Reminders through text and/ or email notifications.				
	Text Message				
	Email				
Resid	ents name				
Contact number					
Resid	ent/ Responsible Party	Date			

7425 Euper Lane Phone: 479-452-1611 Fax: 479-452-1619

Reviewed and Revised: 02/12/20, By: KJ



Medicare Insurance Benefits

I,	resident/responsible party for
	have been informed of the following insurance benefits:
Primary Payer Source:	
SSN:	Medicare ID #:
*days available, as of	, 20
Second Payer Source:	
Insurance:	Insurance ID #:
Benefits	
insurance sources. Days available are available may change depending on res	uarantee of payment from Medicare or secondary reflected per Medicare website upon admission. Days ident's previous hospital/facility stay. Resident on the current medicare co-insurance rate.
Resident/Responsible Party	
Administrator/Admissions Coordinator	

Fax: 479-452-1619

7425 Euper Lane Phone: 479-452-1611 Reviewed and Revised: 1/06/21 KG; 720-22 KJ



Admissions Agreement

This Agreement, made and entered into on the _		, NT/ RESPONSIB	
METHODIST VILLAGE SENIOR LIVING, herein after			TE PARTE ARC
MVSL's room and board rates are billed on a per discharged for any reason, you will be reimburg processed on the 10 th of the month following disch	sed for the remain	•	
The purpose of this agreement is to provide subject to the following forth in this contract and the current or future operates customary general care of the RESIDENT, in acceptance as may be available.	ng financial terms a ating rules of MVSL.	nancial terms and patient care arrangement as rules of MVSL. MVSL will provide room, board a	
MVSL shall provide the services of a licensed phy medications as the physician may order; and to arr RESIDENT'S choice, when this is ordered by the RESPONSIBLE PARTY of such transfer.	ange for transfer of	nsfer of the RESIDENT to the hospital of hysician. MVSL shall immediately notify NT for medical reasons, for his/her welfastay (except as prohibited by Title XVII a	the hospital of the
MVSL reserves the right to transfer or discharge to for the welfare of other residents, or for non-paym XIX of the Social Security Act), with 30 days advantage of the social Security Act).	nent for his stay (exc		d by Title XVII and
The RESIDENT/RESPONSIBLE PARTY hereby cert has received a copy. The RESIDENT/RESPONSI terms of this agreement; agrees to assume finance and further agrees to abide by all operating rules of RESPONSIBLE PARTY further certifies that he/s rendered to the RESIDENT.	BLE PARTY further cial responsibility for formal for the following the f	r acknowledges are the services renote and as modified	acceptance of the ndered to him/her d in the future. The
Resident/Responsible Party	Date		
Administrator/Admissions Coordinator	 Date		

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Reviewed and Revised: 2/12/20 KJ; 7/20/22 KJ



Door Safety

You have been provided with the code to use on the doors of the facility. Please be aware of your surroundings at all times when you open a door to the facility as you may inadvertently let a resident out! Many residents of our facility are cognitively impaired and by "opening the door to let them out" you are placing them in danger. Many times, it is difficult to determine if someone is a resident or a visitor, never assist anyone to exit the building.

- Here is some easy step to make sure everyone stays safe:
- Allow the door to close completely and lock before you walk away.
- Look around before you walk off to make sure residents don't follow you out the door!
- If a resident is near the door, ask a staff member to help you leave safely.
- If you think you may have let someone out, immediately call for help and stay with the resident until help arrives.

Should you have any additional questions, please contact any staff member for assistance.

I,comply.	understand the door safety measures and agree to
Signature	Date

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Reviewed and Revised: 2/12/20, By: KJ



Alarm & Restraint Policy

MVSL is a Bed/Chair Alarm and Restraint free	campus.
By signing this form, I acknowledge that I was	informed of MVSL's Alarm & Restraint Policy.
Signature – Responsible Party	 Date

Phone: 479-452-1611

Fax: 479-452-1619

NOTIFICATION OF NURSING FACILITY ADMISSION Arkansas Department of Human Services Division of Medical Services Office of Long Term Care

NOTICE OF ADMISSION

TY	Name of Facility Methodist Health & Rehab		
FACILITY			
FA	City		
	Name of Resident	Date of Birth	
	Contact Person and Title	Contact Person's Telephone Number	
-	Contact Person's Home Address		
	Resident's County of Residence	Resident's SSN	
RESIDENT	Referral Date	Medicaid ID # (or NA)	
Y	NF Rehab (Also considered Short Term, but admission specifically related to Rehab) Hospice Other (Specify) Date of Admission Payment Source		
-	☐ Medicaid ☐ Medicare ☐ Private Pay/Thir	d Party	
	DECLINATION FOR LONG	TERM CARE OPTIONS COUNSELING	
be tha	the most appropriate place to reside and to re		
LTC Options Counseling Form: Read to Resident/Representative Not Read to Resident/Representative because the resident lacks decisional capacity and does not have a representative.			
Sig	nature of Resident and/or Representative	Date	
Sig	nature of Facility Representative	Date	
		orm to the Office of Long Term Care no later than 5:00 p.m. aintain the original of this form in the individual's file at the	

DHS-9571 (02-01-10)

Long Term Care facility.



Facility Authorization Form

Resident: _		
Please che	ck the approp	riate response to each question as listed below.
YES	NO	
		I authorize MVSL to photograph the resident during in-house planned activities.
		I authorize MVSL to use photographs of the resident in the facility newsletter, on the website, on the Facebook page, and for advertising/marketing purposes.
		I authorize MVSL to post the resident's birthday (month and day only) within the facility and in the facility newsletter.
		I authorize MVSL to forward any business mail to the responsible party.
		I authorize MVSL to take the resident on planned activity trips outside the facility, with prior notification.
		I authorize MVSL to open and read mail to the resident, as needed
Resident/R	esponsible Pa	urty Date

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Reviewed and Revised: 2/12/20, By: KJ



Estimated Medical Liability

Resident:	Date:
Income:	
1. Income (Social Security, Retirement, etc.):	
a) b) c) d)	
Total Income:	
2. Personal Allowance:40.0	00
Insurance:	
Other:	
Total Expenses:	
Estimated Liability:	
Medicaid or other payers. This includes provid timely manner, before all due dates and deadling must be completed with the business office not been reached, the resident pay status will refully responsible for paying all charges. If resident payers will be expected at the time of admission and the 1st of the month for each following more	sible for all charges, until the resident has been approved by ling ALL documents necessary for the Medicaid application in a mes. Preliminary Medicaid documents and applications within five (5) days of admission. If Medicaid approval has remain Private Pay, with the resident or responsible party being ent is applying for Medicaid, payment of those Private Pay ion for the first month of the calculated resident responsibility, with. It is the Responsible Party's responsibility to stay in contact etting financial approval in the 90-day period. If there is an ed to this Care Center.
Resident/ Responsible Party	Date
Administrator/ Admissions Coordinator	 Date

Phone: 479-452-1611

Fax: 479-452-1619

7425 Euper Lane

Privileged and Confidential

Reviewed and Revised: 2/12/20, By: KJ; 7/18/24 KJJ



Agreement to Provide Financial Documents

This Agreement, is made and entered into on the	RESIDENT/ RESPONSIBLE PARTY and
METHODIST VILLAGE SENIOR LIVING, herein after r	
The purpose of this agreement is for the RESID documents required for Medicaid applications to p	•
A list of required documents for Medicaid application application process. ALL of the required documents of the decision to apply for Medicaid. If the residocuments within 5 business days, a prepayment for the Medicaid application is approved, retro back to a RESPONSIBLE PARTY, the unused portion will be responded approval.	s must be provided to MVSL, within 5 business days dent/responsible party fails to provide all required or the first 30 days of room and board is required. In effective date previously paid for by the RESIDENT.
MVSL reserves the right to transfer or discharge the for the welfare of other residents, or for non-payment and XIX of the Social Security Act), with 30 days advised	nt for his/her stay (except as prohibited by Title XVI
The RESIDENT/RESPONSIBLE PARTY hereby certifice has received a copy. The RESIDENT/RESPONSIBLE terms of this agreement; agrees to assume financial and further agrees to abide by all operating rules of NATESPONSIBLE PARTY further certifies that he/she rendered to the RESIDENT.	E PARTY further acknowledges acceptance of the I responsibility for the services rendered to him/her I/VSL, both current and as modified in the future. The
Resident/Responsible Party	Date
Administrator/Admissions Coordinator	 Date

Phone: 479-452-1611

Fax: 479-452-1619



Bed Hold Policy

Resident:			
If a resident is absent due to hospitalization or home visit, the of their discharge, and the resident's room is vacated of any	•		
If a resident is on Skilled/Medicare Part A services and is consecutive days the family will be notified and required to:			
A. Pay bed hold charges during hospital stay (priva Medicaid liability) to hold bed at facility.	ate pay daily rate or their portion of the		
OR			
B. Discharge resident from facility completely to avoi	d paying bed hold charges.		
If a private pay bed is held, the full private rate must be paid	d.		
If a Medicaid bed is held the resident or family must conti Medicaid Program.	nue to pay their liability according to the		
There is no adjustment in room rate during the resident's absence and all payments are due the fifteenth of the month. By signing I understand that I am responsible to pay the charges to hold the bed OR if I choose to discharge, I understand that a readmit will be based on bed availability.			
Resident/Responsible Party Da	ate		
Administrator/Admissions Coordinator Da	ate		

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Room Moves within the Facility

Upon Admission, the Responsible Party/Resident will be asked if they will be here for Short Term Rehab only or if they will remain for Long Term Care.

If they will remain in the facility for Long Term Care the Responsible Party/Resident is notified that they will be moved off of the Rehab Hall either to a Private room or Semi Private room depending on their choice and our availability once Skilled Services have been completed.

If Long term care beds are not available at the time, Admissions and Social Services will help the family find placement in a different facility.

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Created: 2/18/20, By: DF, BS Privileged and Confidential



Telephone Service

Resident:	Room:
MVSL provides free local telephone service to all resid	dents.
Each resident is responsible for bringing their own tele	phone to the facility.
Resident/ Responsible Party	 Date
Administrator/ Admissions Coordinator	 Date
Long Dista	nce
MVSL provides long distance telephone service for a	flat rate of \$10/month. If long distance service
is chosen, the \$10 fee will appear on resident's month	ly statement.
I would like long distance service for \$10/month.	
I do NOT want long distance service.	
Resident/ Responsible Party	 Date
Administrator/ Admissions Coordinator	

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Reviewed and Revised: 2/12/20, By: KJ



Therapy Progress Acknowledgement

Resident:	-	
Medicare requires that therapy patients make progress of patient being cooperative, participating in therapy, and make progress, by the ethical and Medicare standards, some cases, this will mean that their Medicare Part A bequalifying event. The decision as to whether or not a patiskilled, licensed therapist. A 48- hour notice will be given services.	making continual gains. If a patient does need they must be discharged from therapy. In enefit will no longer be active until the next tient is making progress is determined by	ot : the
Resident	Date	
Responsible Party (If different from Resident)	Date	
Administrator/ Admissions Coordinator	- Date	

Fax: 479-452-1619

7425 Euper Lane Phone: 479-452-1611

Reviewed and Revised: 2/12/20 KJ; 7/20/22 KJ



Assignment of Medicare Benefit

Resident/ Responsible Party: _	
, , –	

By signing below, I, the resident/ responsible party,

- 1. Authorize MVSL to render any and all therapy services under the Medicare Part B program: Occupational, Physical and Speech therapies that MVSL feels are necessary or advisable to the resident in conjunction with physician referral.
- 2. Authorize MVSL to render any and all therapy services under the Medicare Part A program: Occupational, Physical and Speech therapies that MVSL feels are necessary or advisable to the resident in conjunction with physician referral.
- 3. Authorize MVSL to request payment from Medicare for the authorized benefits. <u>I also understand that any deductions and/ or co-insurance are the responsibility of the resident/ responsible party.</u>
- Assign MVSL to any and all benefits payable by Medicare, Medicaid crossover and private insurance. I also authorize MVSL to apply and file for all such benefits on the resident's behalf.
- 5. Understand that I will be responsible for any co-insurance fees not covered by Medicaid or insurance.
- 6. Acknowledge that the provisions in this document will continue in full force and effect until MVSL receives a notice of written termination signed by resident/ responsible party.
- 7. Certify that all information given by the resident/ responsible party in applying for payment under Title XVIII of the Social Security Act and provided to MVSL is true and correct in all respects.

(Turn Over)

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Reviewed and Revised: 2/12/20, By: KJ



Medicare Part A:	Medicaid #:	
Medicare Part B:	Private Pay:	
Secondary Insurance:		
Resident/ Responsible Party		Date
Administrator/ Admissions Coordinator		 Date

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Patient Self Determination Disclosure Acknowledgement

Resident's Name:				
I acknowledge that upon my admission to MVSL or as soon as I was able thereafter, I received a copy of Arkansas Advance Directives: Legal Documents to Assure Future Health Care Choices. I acknowledge that the information regarding state law is not meant to be legal advice. If I have questions concerning my rights in this regard, I will consult my attorney.				
OR				
I provided a copy of my Advance Directive to MVSL.				
Resident (Print)				
Resident (Signature)	Date			

(TURN OVER)

Fax: 479-452-1619

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Reviewed and Revised: 2/12/20; 8/7/23 KJ



Due to the condition of	when admitted, a copy of the above
information could not be provided. However, the require	ed information was provided to me as the
resident's designated representative. I hereby acknowle	edge the above statement.
OR	
I provided a copy of my Advance Directive to MVSL.	
Designated Representative (Print)	
Designated Representative (Signature)	Date
OR	
I decline to provide a copy of my Advance Directive to I	MVSL at this time.
Designated Representative (Print)	
Designated Representative (Signature)	Date
Administrator/ Admissions Coordinator	 Date

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Reviewed and Revised: 2/12/20; 8/7/23 KJ



Long Term Care Physician's Visit Policy

Date:	
Long Term Care residents must be se- less than every 60 days thereafter.	en by a physician every 30 day for the first 90 days, then no
Drsee (Resident)	does see patients here and will coordinate with MVSL to in the Care Center.
responsibility to obtain another primar visit patients here at MVSL and we wil	no longer sees the resident, it will be your by physician. MVSL maintains a current list of physicians that libe glad to assist you. In the event that the resident has not the Medical Director will intervene in order to meet the
Your signature below acknowledges tl Physician's Visit Policy.	hat you have read the above and understand Long Term Care
Responsible Party	 Date

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Reviewed and Revised: 2/12/20, By: KJ



Release of Responsibility for Valuables Kept by Residents

Resident:		
The facility encourages the resident not to brif for valuables left in the possession of residen residents. All due precautions are taken to sa cannot assume responsibility for the valuables	ts or for valuables brofeguard the possession	ought in by visitors and left with ons of residents, however MVSL
*Valuables include, but are not limited to the fo	llowing: Cash, checks	s, jewelry, remote controls, etc.
Resident/Responsible Party	Date	
Administrator/Admissions Coordinator	Date	
List Valuables Below:		

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Reviewed and Revised: 2/12/20, By: KJ



Receipt of Notice of Privacy Practices Acknowledgement

Resident:	<u> </u>
Medical Record Number:	
I,, have received a copy of MVS information is included in the Welcome Packet given to me by	
I understand that the Care Center may use and disclose my perprovide health care to me, to handle billing and payment, and operations.	•
The Care Center may update this Notice at any time and I hav most current version at any time.	re been informed that I may request the
Please Print Name:	Date:
Signature:	
For Office Use Only:	
We attempted to obtain acknowledgement of receipt of our Ne acknowledgement could not be obtained because:	otice of Privacy Practices, but
Individual refused to sign	
Communication barriers prohibited obtaining the acknow	wledgment
An emergency prevented us from obtaining acknowledge	gement
Other (Please Specify	

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Reviewed and Revised: 2/12/20, By: KJ



Do Not Resuscitate (DNR) Policy

DNR means that in the event of cardiac or respiratory arrest no Cardiopulmonary Resuscitation (CPR) will be initiated to revive the individual.

CPR, at MVSL includes the use of manual chest compressions and artificial respirations to attempt to preserve function while waiting for Emergency Medical Service (EMS) transportation to the nearest Emergency Room.

If a resident and/ or family member requests a DNR the following steps must be followed:

- 1. The physician must write an order for DNR to be exercised in the event of death of that individual.
- 2. The resident and/ or responsible party acting on his/ her behalf must sign the acknowledgement (attached) that MVSL requires to ensure that full disclosure has been made to all parts.
- 3. A member of MVSL's administration will be available to visit with the family to answer any questions regarding the DNR policy so that the family is certain what this order means, prior to signing the acknowledgement.

When all of the above requirements have been met then the order for DNR will be exercised in the event of death.

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Reviewed and Revised: 2/12/20, By: KJ



Do Not Resuscitate (DNR) Acknowledgement)

Resident Name:		
This acknowledges that I,given the opportunity to ask questions regarding	(Responsible F MVSL's policy regarding DNR.	Party), have been
Do NOT initiate Cardiopulmonary Resuscitation arrest. (DNR)		r respiratory
Resident/ Responsible Party	 Date	
Witness	Date	
Initiate Cardiopulmonary Resuscitation (CPR)	in the event of cardiac or respira	tory arrest.
Resident/ Responsible Party	 Date	
Witness	 Date	

Fax: 479-452-1619

7425 Euper Lane Phone: 479-452-1611

Reviewed and Revised: 2/12/20, By: KJ



Beauty Shop Authorization Form

Note: Authorization Form Must Be Completed Before Services Are Rendered

Resident:			Room:	
SERVICE DESCRIPTION	CHARGE		FREQUENCY	
Men's Haircut	\$15.00			
Women's Haircut	\$20.00			
Women's Shampoo/Cut/Style	\$30.00			
Shampoo Set/Style	\$20.00			
Beard Trim	\$10.00			
Full Color/Style	\$45.00			
Full Color/Cut/Style	\$50.00		_	
Perm/Style	\$45.00			
Perm/Style/Cut	\$55.00			
Shampoo/Braid	\$25.00			
All Salon Service Pricing includ	les chemicals, produ	ıcts, and equi	ipment.	
Is the resident diabetic?	YES	NO		
Known allergies:				
Resident/ Responsible Party			Date	
Responsible Party Phone Numbe	r	-		

7425 Euper Lane Phone: 479-452-1611 Fax: 479-452-1619

MVSL- Beauty Shop Authorization Form Reviewed and Revised: 7/26/21 KJ; 2/14/22 KJ; 11/9/23 KJ *Privileged and Confidential*



Family Foot Care

Dear Resident, Family, or Responsible Party:

Our Care Center is offering Podiatry Services to our residents on a regular basis, through Senior Works.

Basic foot care (cutting or removal of corns or calluses and/ or trimming of nails) is considered routine care and not covered under normal Medicare guidelines. The fee for this service is typically \$7.00.

If you are interested in having Senior Works provide this service, please give your authorization as stated below. All other services will be evaluated and filed appropriately with the resident's medical insurance.

Please Print	
Resident's Name:	
Care Center: Methodist Village Senior Living	
•	e above-named resident for services listed above. I er Medicare and I will be responsible for payment. therwise advised.
Signature of Responsible Party	Date
Mail invoices to:	
Street Address	City. State. Zip

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Reviewed and Revised: 2/12/20, By: KJ



Medical Authorization

Resident Name:

I. AUTHORIZATION FO	R TREATMENT	
	nysician(s) in charge of my care and treatments, which may be deemed necessary, while	-
II. NOTICE OF RIGHTS	, SERVICES AND RESPONSIBILITIES	
I have received a copy of	f the Influenza, Pneumococcal, and COVID-	19 Vaccine (VIS) Statements.
Yes (Please Init	tial)	
III. INFLUENZA AND PI	NEUMOCOCCAL VACCINE	
Have you had your Pneu	enza Vaccine Yes No umococcal Vaccines Yes No	
I hereby authorize MVSL	to administer an annual influenza vaccine o	nce every year.
Yes, I give authori	zation for a yearly <u>influenza vaccine</u> .	
No, I deny authori	zation for a yearly <u>influenza vaccine</u> .	
If refused, provide reaso	n:	
I hereby authorize MVSL	to administer Pneumococcal vaccines as re	ecommended by ADH/CDC.
Yes, I give authori	zation for a <u>Pneumococcal vaccine</u> .	
No, I deny authori	zation for a <u>Pneumococcal vaccine</u> .	
If refused, provide reaso	n:	
7425 Euper Lane	Phone: 479-452-1611	Fax: 479-452-161

Reviewed and Revised: 2/12/20 KJ; 5/13/21 KJ; 6/15/21 KJ; 3/25/22 KW

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Fax: 479-452-1619



IV. COVID-19 VACCINE

Have you had your COVID-19 Vaccine Yes No	
hereby authorize MVSL to administer the COVID-19 vaccines as recommended by ADH	I/CDC.
Yes, I give authorization for a COVID-19 vaccine.	
No, I deny authorization for a COVID-19 vaccine.	
f already received:	
Date: Administering Facility:	
f refused, provide reason:	
Resident/ Responsible Party Date	
Administrator/ Admissions Coordinator Date	

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Reviewed and Revised: 2/12/20 KJ; 5/13/21 KJ; 6/15/21 KJ; 3/25/22 KW



Preferred Pharmacy

Resident:

Methodist Village Senior Living has a contract with TruCare Pharmacy for all of its pharmaceutical needs. TruCare Pharmacy is a closed-door pharmacy in Fort Smith designed to meet the specific needs of long-term care residents in nursing facilities.
We respect the right of our residents and their responsible party to choose which pharmacy they would like to use, however, because ordering from many different pharmacies takes the time of our nurses from our residents there will be a \$20 monthly administrative fee added for those who choose to use a different pharmacy other than TruCare.
If you choose to go with another Pharmacy, please choose one of the pharmacies listed below by initialing on the line provided by each name.
Health Depot:
Medisav Pharmacy:
TruCare Pharmacy:
MVSL will also accept other forms of pharmacy services because we do realize that insurances and veteran's services require mail order style delivery. If you choose mail order, MVSL will request that you select a pharmacy from the above list to be used as an alternate for emergency medication and medication unable to be obtained from mail order.
If any type of mail order medication is going to be used here at MVSL please, on the lines below, fill out the name of the program and any other pertinent information regarding medication delivery.
Resident/ Responsible Party Date

Fax: 479-452-1619

7425 Euper Lane Phone: 479-452-1611 Reviewed and Revised: 2/12/20 KJ; 7/20/22 KJ



Continuous Glucose Monitor Policy

It is the policy of MVSL to allow diabetic residents access and use of Continuous Glucose Monitors (CGM) when ordered by a physician.

MVSL accepts the responsibility to monitor, record, and document values associated with the CGM.

MVSL WILL NOT be responsible for the following items-

- The cost of the CGM not covered by insurance (MVSL has fingerstick capabilities and supplies on hand).
- The supply of the "receiver" device, insulin pump, and/or smart device needed to monitor the CGM values.

monitor CGM values.	receiver	device, irisuiiri purrip, and	or smart device to be able to
Resident/Responsible Party		Date	

Phone: 479-452-1611

Fax: 479-452-1619



RESIDENT AND FACILITY MUTUAL ARBITRATION AGREEMENT

This Arbitration Agreement (the "Agreement") is hereby entered into between Methodist Village Senior Living (the "Facility"), and _ (the undersigned "Resident" or the Resident's "Responsible Party on behalf of the Resident"), separately from the Admission Agreement. The "Responsible Party" is the Resident's legal guardian, if one has been appointed, or the Resident's attorney-in-fact, if the Resident has executed a power of attorney. If the Resident does not have an appointed guardian, and has not executed a power of attorney, the "Responsible Party" is another individual or family member who agrees to assist the Facility in providing for the Resident's health, care, and maintenance. The "Facility" shall collectively refer to the nursing Facility and all Facility's agents, assignees, including assignees' agents, employees, officers, directors, shareholders, direct and indirect parent, subsidiaries, affiliates, predecessors, and successors to the full extent permitted by applicable law. The Resident or Responsible Party and the Facility shall be collectively referred to as the "Parties". The Parties intend that this agreement shall inure to the benefit of and bind the Parties; their successors and assigns; the owners, agents, employees, and independent contractors of the Facility and any affiliated entities; all persons whose 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; and any person whose claim is predicated on conduct involving the Resident or the aforementioned individuals.

Arbitration assists in resolving claims more quickly and less costly than going to court. It is understood and agreed by the Parties that any legal dispute, controversy, demand, or claim that arises out of or relates to the Admission Agreement or any service or health care provided by the Facility that would constitute a cause of action in a court of law that the Facility may have now or in the future against the Resident or Responsible Party, or that the Resident or Responsible Party may have now or in the future against the Facility, shall be resolved exclusively by binding arbitration to the fullest extent allowed under local, state, and federal law. A neutral Arbitrator will be selected by the Parties to hear the dispute. Specifically, the Facility will provide the Resident or Responsible Party with a list of five individuals qualified to serve as the Arbitrator. The Resident or Responsible Party may select the Arbitrator from the list or propose an alternate list of five individuals qualified to serve as the Arbitrator to the Facility for its selection. The alternate list must contain the names of Arbitrators with five or more years of experience and be licensed Arkansas attorneys whose offices are located within the State of Arkansas. If the Parties cannot agree on an Arbitrator by mutual agreement, the American Arbitration Association will select an Arbitrator in accordance with American Arbitration Association Rules. The Facility will contact the selected Arbitrator and finalize the appointment. The Resident or Responsible Party and the Facility will

Page **1** of **4**

7811 Euper Lane Phone: 479-755-6305 Fax: 479-452-1619

Revised 2/15/24 Resident or Responsible Party Initials _____

have the right to be represented by any attorney at the arbitration hearing, which will be conducted at a venue that is convenient to the parties. Each party shall bear its own fees and expenses of preparing for and participating in the arbitration. The Facility will pay the Arbitrator's fee and the court reporter's fee. The decision of the Arbitrator binds both parties and is final. The Arbitrator's written decision shall state the reasons supporting the Arbitrator's decisions and shall be based upon on governing law and evidence cited.

This Arbitration Agreement is executed separately from, the Admission Agreement, and is not a condition of admission. The Resident or Responsible Party has the right not to sign this Agreement. Failure to sign this Agreement is not a requirement to continue to receive care at the Facility. Once signed, this Arbitration Agreement governs the resolution of all claims to the maximum extent permitted by all local, state and federal law by all Parties and all their successors and assigns; the owners, agents, employees, and independent contractors of the Facility and any affiliated entities; all persons whose 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; and any person whose claim is predicated on conduct involving the Resident or the aforementioned individuals The Resident or Responsible Party has the right to rescind this Agreement within thirty (30) calendar days of signing it by providing written notice to the Facility.

The Arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of the Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable.

The Resident or Responsible Party understands that nothing in this Agreement prevents the filing of any grievance under the Facility's grievance policy; 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 regarding any matter relating to the Facility; appealing an involuntary transfer or discharge to the appropriate state or federal agency; or any making complaint with an appropriate state or federal agency concerning resident abuse, neglect, or misappropriation of resident property.

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 Facility, violations of any right granted to the Resident by law or by the Admission Agreement, breach of contract, fraud, or misrepresentation, negligence, gross negligence, malpractice, or claims based on any department from accepted medical or health care or safety standards, as well as any and all claims for equitable relief or claims based on contract, tort, statute, fact, or inducement. All actions or claims must be brought within the statute of limitations established in the applicable state or federal law pertaining to the underlying claim.

All claims based in whole or in part of the same incident, transaction, or related course of care or services provided by the Facility to the Resident shall be arbitrated in one proceeding. A claim shall be waived and forever barred if it arose and should reasonably have been discovered prior to the date upon which notice of arbitration is given to the Facility or received by the Resident or Responsible Party and such claim is not presented in the arbitration proceeding. Any award of the Arbitrator may be entered as a judgment in any court having jurisdiction. The Parties agree that

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damages awarded, if any, in an arbitration conducted pursuant to this Agreement shall be determined in accordance with the provisions of the state or federal law applicable to a comparable civil action filed in the State in which the Facility is located, including any prerequisites to, credit against, or limitations on such damages. The Parties also agree that they will not seek representative, consolidated, or class treatment of any claim. For arbitration disputes that are resolved under this Agreement, the Facility agrees to maintain records of the Arbitrator's decisions for a period of five (5) years after the resolution of the dispute.

Acknowledging and agreeing that the Facility regularly engages in such interstate commerce transactions and that the services provided by the Facility to the Resident involve interstate commerce, the Parties expressly agree that arbitration conducted under this Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C § 1-16 et seq.

The Parties agree that all the provisions contained in the agreement are severable. In the event any portion of this agreement is deemed unenforceable, that portion shall not be effective, and the remainder of the agreement shall remain in full force and effect to the maximum extent permitted by law. The Parties agree that this Agreement is to be construed as if drafted by all Parties to this Agreement. This agreement to arbitrate shall not fail because any part, clause, or provision hereof is held to be indefinite or invalid.

The Resident or Responsible Party further understand and acknowledge that (1) the execution of this Arbitration Agreement, in conjunction with the Admission Agreement, is not a condition of admission to the Facility; (2) he or she has been advised that this Agreement will affect his or her legal rights; (3) the Resident or Responsible Party is not required to use the Facility for his or her healthcare needs and that there are numerous other health care providers in the State where the Facility is located that are qualified to provide such care; (4) the Resident and/or Responsible Party has been given an opportunity to seek legal advice concerning the Agreement; (5) this Arbitration Agreement shall remain in effect for all care and services rendered at the Facility subsequent to the date the Agreement was signed, even if such care and services are rendered during a subsequent admission; (6) the Resident or Responsible Party has read, or has had the Agreement read to him or her, and the Resident and/or Responsible Party acknowledges that he/she understands this Agreement; and (7) this Agreement is signed voluntarily and with full knowledge of its terms.

THE PARTIES UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS ARBITRATION AGREEMENT, THEY ARE KNOWINGLY AND VOLUNTARILY GIVING UP AND WAIVING THEIR CONSTITUTIONAL RIGHT TO HAVE THEIR DISPUTES DECIDED IN A COURT OF LAW BEFORE A JUDGE AND A JURY AND ARE INSTEAD MUTUALLY AGREEING TO AND ACCEPTING THE USE OF ARBITRATION.

INITIALS of Resident and/or	Responsible Party:
	•

By signing below, I acknowledge that I have read and understand the terms of this Arbitration Agreement, which is executed separately from the Admission Agreement, and have had its terms explained to me in a form and manner that I understand, including in a language that I understand, and have had an opportunity to ask questions and to consult any person before signing, including an attorney. I am signing this Arbitration Agreement voluntarily and with full knowledge of its terms.

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If I am acting as the Resident's Responsible Party and am not the Resident's Guardian or if I do not hold a Power of Attorney over the Resident, and have not otherwise been authorized by the Resident to act on his/her behalf, I affirm that I am entering into this Arbitration Agreement in my individual capacity, and on my own behalf, for the benefit of the Resident. by the Resident and to act on his/her behalf.

IN WITNESS WHEREOF, the Parties hereto be part of the Admission Agreement, this		
Resident		
Responsible Party/Representative of Reside	ent/Power of Attorney	<i>'</i>
Responsible Party's Relationship to Resider	_ nt	
Witness if executed by Responsible Party	_	
Address of Witness	_	
Phone Number of Witness	_	
(Check if Applicable): A copy of other documentation of the Resident has be		
Facility Representative		
Please identify the signatory *		
□ Resident		
□ Guardian		
□ Power of Attorney		
□ Spouse		
□ Adult Children		

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