

BINDING ARBITRATION AGREEMENT POLICY

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1. Facilities must not require any resident or his or her representative to sign an agreement for binding arbitration as a condition of admission to, or as a requirement to continue receiving care at, the facility.
2. The facility must explicitly inform the resident or their representative of their right not to sign the agreement as a condition of admission to, or as a requirement to continue to receive care at, the facility.
3. The facility must ensure that the agreement is explained to the resident and his or her representative in a form and manner that he or she understands, including in a language the resident and his or her representative understands.
4. The agreement must explicitly grant the resident or their representative the right to rescind the agreement made within 30 calendar days of signing it.
5. The agreement cannot contain any language that prohibits or discourages the resident or anyone else from communicating with federal, state, or local officials including but not limited to:
 - a. Federal and state surveyors
 - b. Other federal or state health department employees
 - c. Representatives of the Office of the State Long-Term Care Ombudsman
6. The agreement must provide for the selection of a neutral arbitrator agreed upon by both parties.
7. The agreement must provide for the selection of a venue that is convenient to both parties.
8. When the facility and the resident resolve a dispute through arbitration, a copy of the signed agreement must be retained by the facility for five (5) years after the resolution of that dispute on and be available for inspection upon request by CMS or its designee.

Source:
F483.70