

THE HOUSE OF THE GOOD SHEPHERD

ASSISTED LIVING COMPREHENSIVE PERSONAL CARE HOME RESIDENT ADMISSION AGREEMENT

RESIDENT ADMISSION AGREEMENT for:

Resident:

(print full name)

Resident's home
address prior
to admission:

Resident Representative:

(print full name)

Home address:

Home phone:

Work phone:

Cell phone:

E-mail:

Relationship to Resident:

AL _____
CPCH _____

ARTICLE I. INTRODUCTION AND MUTUAL PROMISES

This Agreement is a legally binding contract between and among the Resident, and the Resident Representative, each as identified on the first page of this Agreement, and The House of the Good Shepherd (the "Facility"). By signing this Agreement, Resident and the Resident Representative are legally bound by it. In consideration of the mutual promises, representations and warranties set forth in this Agreement, Resident, the Resident Representative and the Facility agree as follows.

ARTICLE II. BASIC SERVICES

In exchange for the payment as herein provided and in compliance with all the terms and conditions set forth herein, Facility agrees to accept Resident and provide Assisted Living ("AL") or Comprehensive Personal Care Home ("CPCH") services as set forth in this Agreement.

ARTICLE III. MINIMUM AGE

Resident must have reached his/her sixty (60th) birthday prior to becoming a resident at the Facility. Where this Agreement applies to two residents, then one must have reached his/her sixty (60th) birthday prior to becoming a resident at the Facility.

ARTICLE IV. ACCOMMODATIONS

4.1. **Residence.** Resident may occupy and use the unit identified on Exhibit A (the "Residence") for residential dwelling purposes only and subject to the terms of this Agreement. Resident and Resident Representative acknowledge that they have had the opportunity to inspect the Residence and accept the Residence in its "as is" condition. Resident shall provide all furnishings for the Residence not otherwise set forth in this Agreement.

4.2. **Change in Residence.** Resident may request a change in Residence at any time. The Facility will consider such a request if an alternate Residence is available and if the Resident agrees to pay the difference in per day charges, if any. Resident shall also pay for the relocation; including the cost of preparing the Resident's original Residence for occupancy by a new resident, and an additional relocation fee as set by the Facility.

4.3. **Relocation of Resident.** The Facility may relocate the Resident to another Residence or to another service level in the Facility, based upon evaluation of the assessment by the Resident's physician, or Director of Nursing, the Resident, and/or the Resident Representative (if applicable). Resident will be transferred for reasons of health and safety, or the general welfare of the other residents of the Facility and will be provided thirty (30) days' notice of such relocation, where possible. In the even that Resident becomes a Medicaid beneficiary while at the Facility, Resident may also be transferred to the Facility's designated semi-private Medicaid accommodations. The Resident will not be responsible for the costs of relocation, including the costs of preparing the Resident's original Residence for occupancy by a new resident.

4.4. **Utilities.** The Facility will provide water, heat, air conditioning, wireless internet connectivity, electricity, and telephone outlets. Telephone and cable television service in the main building will be provided by the Facility and billed by the Facility to the Resident.

4.5. **Furnishings.** Residences will feature: smoke detectors, 24-hour emergency call system in bathroom, and assist bars in the bathroom.

All furnishings are provided by the Resident and shall remain Resident's personal property. Resident and/or Resident Representative shall remove all Resident furniture, appliances, and special equipment when the residence is vacated, and shall continue to pay the Monthly Service Fee until the Residence is vacated and restored to its original clean condition (excluding normal wear and tear).

4.6. **Alterations or Custom Improvements.** Alterations, renovations or additions to the Residence must be approved in advance by the Facility, in its sole discretion, and must be initiated in conformity with policies of the Facility. All costs for approved alterations, renovations and additions are to be paid by Resident. All alterations, renovations and additions must meet the following conditions:

(a) The names of each person/entity proposed to conduct the custom improvement must be submitted to the Facility for prior written approval. All such individuals shall be licensed/certified as applicable and shall be insured for all work proposed to be performed.

(b) Facility staff may be available to perform requested custom improvements. In such a case, costs must be paid to Facility prior to work being performed.

(c) Resident is solely responsible for all costs associated with the custom improvements. At the time of approval, Resident will be notified if Facility requires the Residence to be restored to its original condition upon termination of this Agreement. In such a case, a nonrefundable deposit for the removal costs of the custom improvements will be due to the Facility from Resident.

(d) In the event this Agreement is terminated after construction of the custom improvements has begun, but before it is completed, Resident shall, at the Facility's discretion, advance to Facility all costs necessary to complete the improvements or to return the Residence to its original condition and to pay other related costs incurred by the Facility; any remaining balance will be refunded to Resident.

(e) Upon completion of the custom improvements, all such custom improvements will belong to the Facility and will remain its property.

(f) The Resident may change fixtures and equipment in the Residence only with prior written approval of the Facility; the new fixtures or equipment will become the property of the Facility.

4.7. **Entrance by Facility.** Resident recognizes and accepts the responsibility of the Facility to enter the Residence in order to carry out the purpose and intent of this Agreement.

Such entry, upon reasonable notice to Resident except in case of emergency, includes, but is not limited to: (a) performance of scheduled housekeeping duties; (b) response to an emergency; (c) response to the automatic fire alert system; (d) entry by authorized personnel in the event that Resident is reported missing or not responsive to calls; (e) maintenance and security procedures and (f) entry upon termination of this Agreement. Resident shall not in any way impede the Facility's access into the Residence upon reasonable notice or in the case of an emergency. Resident shall not install any lock onto the Residence door without the express written consent of the Facility and, in the event such consent is given, Resident shall ensure the Facility has a key to said lock.

4.8. **Guest Policies.** No one other than Resident named herein shall have a right of occupancy in the living accommodation without the consent of the Chief Executive Officer, unless otherwise permitted pursuant to guest policies established by the Facility. The intent of such policies shall be to permit stays of short duration by guests of residents where such stays shall not, in the opinion of the Chief Executive Officer, adversely affect the operation of the Facility or be inconsistent with the welfare of residents.

4.9. **Smoke Free Facility.** The Facility is a smoke-free facility. Smoking is prohibited in common areas and in individual Residences.

4.10. **Pets.** With the written approval of the Chief Executive Officer, Resident may bring a domesticated pet (i.e., cat, dog, bird, etc.) to the Residence at the Facility. Approval may be rescinded by the Facility at any time if it determines that the pet constitutes a nuisance or danger to the Facility community, or threatens the quiet enjoyment of others. The Resident handbook includes rules concerning pets living at the Facility.

4.11. **Right of Property.** The rights and privileges granted to Resident by this Agreement do not include any right, title or interest in any part of the Residence or other personal property, land, buildings, and improvements constituting the Facility, other than the right to receive services, including the occupancy of the Residence, as set forth in this Agreement. Execution of this Agreement and/or payment of any fee does not constitute the transfer of any interest in real estate. All rights, privileges, or benefits under this Agreement shall be subordinate to any mortgage, deed of trust, or security interest on or in any of the land, premises, fixtures, equipment, or furnishings of the Facility, and to all amendments, modifications, replacements, or refinancing of any such documents. Resident agrees that, upon request, Resident will execute and deliver any document which is required by the Facility or by the holder of any such mortgage, deed of trust or security interest, to effect such subordination or give evidence of it.

ARTICLE V. ASSISTED LIVING/CPCH SERVICES.

5.1. Services Provided.

(a) **Observation.** The Facility shall provide general supervision and personal care on a twenty-four hour per day basis through the employment of Certified Nurses' Aides (C.N.A.s), Licensed Practical Nurses (L.P.N.s) and/or Registered Nurses (R.N.s).

(b) **Activities of Daily Living ("ADLs").** The Facility will provide personal care services, including assistance with ADLs in accordance with the Resident's initial assessment and current health care plan.

(c) **Initial Assessment.** Resident shall receive an initial assessment by a registered nurse to determine Resident's needs. If this initial assessment indicates the Resident has general service and/or health needs, Facility personnel shall develop a plan in which these needs will be indicated. The Resident's plan shall include requirements for assistance with ADLs and other activities. In addition, the plan will indicate requirements for assistance with medications, skin care, special treatments and conditions. The plan shall be completed within fourteen (14) days following admission. If the Resident has no general service or health needs, no plan is necessary.

(d) **Private Duty Attendants.** Upon the Facility's prior approval and at Resident's own expense, Resident may obtain licensed and bonded private nurses and/or licensed and bonded attendants to provide private care to Resident. In the event Facility, Medical Director, the Attending Physician or other Physician attending Resident, deems a private nurse and/or attendant necessary to provide adequate care to Resident, such private duty aide or attendant will be required as a condition of further residency in the Facility. Private duty personnel shall not be agents or employees of Facility and Facility shall have no responsibility for their services to Resident. All private nurse, aides and attendants must provide Facility with written proof of liability/malpractice insurance and Workers' Compensation Insurance within limits approved by Facility. Facility shall be released and discharged from all liability for harm to Resident which may result from Resident or Resident Representative's refusal of such care.

5.2. **Tiers of Service.** Basic AL/CPCH care and services (which may be redefined from time to time) are included in the Monthly Services Fee, defined herein. Additional care and services may be required based upon the Facility's assessment of the Resident. Such additional services incur an additional charge as set forth at Exhibit C.

5.3. **Medical Services.**

(a) **Resident's Physician.** Resident may choose a properly licensed personal physician to manage his/her healthcare. In the event that a properly licensed physician is not designated by the Resident, the Facility shall appoint a properly licensed physician to provide services to Resident, as needed, at Resident's expense.

The name of Resident's physician is _____

The specialty of Resident's physician is _____

The way of contacting Resident's physician is (phone number) _____

5.4. **Required Medical Attention from Physician.** If Resident shall require medical attention, Facility will endeavor to obtain the services of Resident's regular physician as designated by Resident. If Resident's regular physician is not available, Resident hereby authorizes Facility to call another physician for Resident, and any expenses shall be borne by Resident.

(a) **Medication.** Only those medications or treatments authorized and directed to be used by Resident by the physician(s) attending Resident shall be used by Resident. Facility shall determine if Resident is safe to self-administer medication. Facility shall review this determination with Resident's physician at least four (4) times per year and be responsible for supervising Resident while he/she self-administers medication.

(b) **Pharmacy.** Resident shall obtain medication from any pharmacy the Resident chooses, provided that the chosen pharmacy is capable of meeting the compatibility requirements of Facility's medication administration system or the Resident self-administers medication. If Resident does not choose a pharmacy, Resident shall be assigned to receive medication from the pharmacy with which the Facility has contracted to provide pharmacy services to it. If Resident has the Facility give medications, the medications must meet state requirements for distribution in healthcare facilities.

5.5. **Meals.** Resident is entitled to three meals per day as well as snacks available 24 hours a day, seven days a week. The Facility will make available morning, noon and evening meals at designated hours with varied menus in the designated AL or CPCH dining room.

ADDITIONAL MEAL OPTIONS ARE AVAILABLE AS FOLLOWS:

(a) **Tray Service.** Tray service will be provided in the Residence if Resident is receiving care for minor illness and if ordered and/or approved by Facility personnel. A delivery service fee will be charged for each meal delivered, but may be waived during an acute (short-term) illness.

(b) **Guest Meals.** Resident may invite guests to any meal, provided reservations are made in advance. Due to limited space in the dining rooms, Resident and guest(s) may be required to dine in alternate dining space.

5.6. **Basic Laundry Service.** Laundry machines and facilities are provided on the AL/CPCH Unit in the Facility for Resident to launder their personal clothing and other items. Facility offers personal laundry services for an additional fee. .

5.7. **Housekeeping.** The Facility will provide housekeeping services to each Resident unit once per week on a scheduled basis. The Facility will provide all cleaning and maintenance of all public areas. Additional housekeeping shall be available at an additional charge. Where the Facility Chief Executive Officer, at its sole discretion, determines that a Residence is in need of additional housekeeping, Resident shall be responsible for paying for such additional services.

(a) Basic Housekeeping service includes the following:

- i. Resident Apartments will be cleaned and vacuumed weekly and as needed.
- ii. Resident bathrooms will be cleaned weekly and as needed.
- iii. Bed linens will be changed weekly and as needed.

- iv. Garbage will be collected from the rooms and bathrooms daily.
- v. Public areas will be vacuumed daily and as needed.
- vi. Carpets will be shampooed on a as needed basis and yearly.

(b) The Facility shall not be held responsible for any accidental breakage that occurs in the course of cleaning or providing resident assistance.

5.8. **Emergency Call System and Security.** The Residence will be equipped with an emergency call system by which Resident can contact Facility personnel who will be available to provide or obtain assistance 24 hours a day, seven days a week.

5.9. **Maintenance and Repair.** The Facility will be responsible for all necessary repairs, maintenance and replacement of property and equipment owned by the Facility. Except in an emergency, as determined by Facility personnel, maintenance and repair services will be provided during normal working hours, Monday through Friday. Resident is responsible for maintenance and repair of his/her own property.

The Facility maintains the right to charge Resident for any repairs, maintenance or replacement required as a result of the negligence or intentional acts of Resident or his/her guests.

5.10. **Transportation.** The Facility will provide transportation, at no charge to Resident, for local medical appointments, generally within one-half hour's driving time from the Facility. The Facility reserves the right to define and limit days and times transportation is available for medical appointments and cannot guaranty availability at any specific time. Facility transportation cannot be pre-reserved for recurring appointments, such as dialysis treatments. In addition, scheduled transportation will be provided to local shopping centers. Additional transportation may be provided by the Facility upon request of Resident at an additional published charge.

Resident utilizing Facility transportation must be able to:

- (a) Remain safe in vehicle without assistance or provide his/her own accompaniment, space permitting
- (b) Independently navigate from vehicle to medical office or provide his/her own accompaniment.

Should Facility personnel deem the resident too ill for transport on one of its vehicles, facility personnel will inform the resident and/or responsible party, time permitting, and activate EMS.

Weekend transportation is not available.

5.11. **Recreation.** The Facility will provide certain recreational programs for those Residents who wish to participate. Some recreational programs may incur additional costs.

5.12. **Additional Services.** Additional AL/CPCH Services not previously set forth in Articles IV or V (“Additional Services”), may be available on an as-requested and as-available basis, for an additional charge to Resident. Such services and additional charges/fees are identified in the Resident Handbook.

5.13. **Interruption of Services.** Temporary interruption of services or failure to maintain services provided for in this Agreement shall not constitute a breach of this Agreement if the interruption results from causes beyond the reasonable control of the facility, such as, but not limited to, fire or weather-related damage, labor disturbances, interruptions caused by equipment malfunctions, third-party providers or government regulations. In such circumstances, the Facility will use its best efforts to sustain or restore service or provide substitute service.

ARTICLE VI. RESIDENT/RESIDENT REPRESENTATIVE RESPONSIBILITIES

6.1. **Payment of Fees.** Resident shall timely pay all fees and charges due under this Agreement. The Resident Representative shall ensure that all fees and charges due under this Agreement are timely paid from Resident’s income, assets and resources.

6.2. **Personal Effects.** Resident and/or Resident Representative shall provide such personal clothing and effects as Resident needs or desires and remove them within seventy-two (72) hours after discharge; any such items not removed within fourteen (14) days after discharge will be donated to charity. Any cost incurred by the Facility in removing Resident’s personal effects from the Residence shall be billed to the Resident.

6.3. **Funeral Arrangements.** Resident and/or Resident Representative shall pay all funeral and burial arrangements and related costs;

6.4. **Absence from Facility.** Resident may leave and return to the Residence at will, provided the Resident informs the Facility he/she will be temporarily absent overnight, or for a longer period of time. The Resident shall continue to pay the full Monthly Service Fee even during any absence.

6.5. **Application for Medicaid.** As soon as the Resident is eligible or entitled, Resident and/or Resident Representative shall apply for and seek to establish eligibility and entitlement to receive benefits under the New Jersey Medical Assistance (“Medicaid”) program. Resident and the Resident Representative agree to diligently take all steps necessary to apply for and obtain any available benefits. Resident and the Resident Representative further agree that this promise is separate from any promise to pay for care. This means that if, as a result of any failure or delay on the part of the Resident and/or Resident Representative to promptly apply for benefits and fully complete the application process when Resident is eligible for benefits, Resident and/or Resident Representative will be liable for any loss suffered by the Facility as a result of the failure or delay.

6.6. **Change in Condition.** Resident and/or Resident Representative agree to disclose immediately to the Facility any material change in Resident's physical, financial or cognitive condition.

6.7. **Insurance.** In order to insure proper protection for Resident and the Facility, Resident will be required to maintain the following types of insurance coverage.

(a) Tenant/Renter's Insurance - Coverage for Resident's personal property and comprehensive personal liability.

(b) Health Insurance - Resident shall maintain, at all times, at his/her own expense, maximum coverages available through Medicare Part A (or any successor program) and Medicare Part B (or any successor program) or coverage from a private health insurance carrier providing benefits reasonably equivalent to Medicare Part A and Part B and supplemental insurance. The health plans must be acceptable to the Facility.

Resident shall provide the Facility with proof of insurance and the necessary assignment of benefits form provided by Facility upon admission.

6.8. **Compliance with Rules.** Resident shall comply and conform to all Facility rules and policies currently in effect, and as amended from time to time at the Facility's sole discretion. Facility will provide periodic notice, or more frequent as needed, of any change in the rules or policies. Resident shall also respect the personal rights and private property of other residents.

6.9. **Taxes.** The Facility is not currently assessed for property taxes. In the event Good Shepherd should be assessed for property taxes in the future, Resident agrees to bear separately from any other charges, his/her proportionate share of property taxes attributable to the Residence.

6.10. **Prohibited Acts.** For the safety and peace of mind of all Facility residents, in addition to those prohibitions set forth in our current rules and policies, Resident shall not bring or keep any firearm, other dangerous instrument or illegal contraband in the Facility. Resident is prohibited from striking, assaulting, battering or threatening any person, including other residents, Facility staff or visitors. Resident agrees that any violation of this Section renders you conclusively a danger to self and others, and subject to immediate discharge as provided in this Agreement. Any illegal activity shall also be reported to the appropriate authorities.

6.11. **Electric Powered Carts and Electric Wheelchair Use.** The use of electric carts and electric wheelchairs ("Devices") is limited to only those residents who physically require the use of these Devices for the enjoyment of the amenities or services of the Facility. Facility reserves the right to require certification from the Facility's Director of Therapy that the use of such Devices is medically necessary. The cost of the certification shall be borne by the Resident. The Facility also requires that the operators of these Devices pass an appropriate examination(s) to determine that each operator has sufficient visual and cognitive abilities to operate the Device safely. The Facility recommends that Resident obtain a personal liability insurance policy for any injury or damage caused by the Device or use of the Device. Resident shall be fully responsible for any and all damages and/or injuries caused by his or her operation of these Devices. Failure by Resident to operate a Device safely and responsibly may result in termination of this Agreement.

ARTICLE VII. RESIDENT REPRESENTATIVE

7.1. **Access to Resources.** The Resident Representative represents and warrants that he or she has legal access to Resident's income, assets and resources to pay for the services provided by the Facility. The Resident Representative does not, by reason of signing this Agreement, assume an obligation to reimburse the Facility for Resident's care, except from Resident's income, assets and resources; however, the Resident Representative does assume other legal obligations as set forth in this Agreement and the Resident Representative Agreement and may be held legally responsible for failing to fulfill these obligations.

7.2. **Resident Representative Agreement.** The Resident Representative shall execute the Resident Representative Agreement attached hereto at Exhibit B.

7.3. **Notice.** The Resident Representative shall provide the Facility with his or her current home address, e-mail, and phone upon Resident's admission and in the event of any change. If the Resident Representative fails to provide his or her current home address, e-mail, and phone, Resident and the Resident Representative waive any right the Resident Representative would otherwise have had to any notices.

ARTICLE VIII. HEALTH CARE SERVICES

8.1. **Relocation Due to Care Needs:** If the Chief Executive Officer determines that Resident requires more care than can be provided in the AL/CPCH Residence or the Resident develops a physical or mental condition that creates a danger to Resident or others, this Agreement shall be terminated pursuant to the termination provisions in Article IX herein.

Upon such termination, the Resident agrees to relocate to the Facility's licensed skilled nursing unit (the "Health Care Unit"), depending on availability, or to an appropriate outside care facility or other location of the Resident's choice.

In the event Resident relocates to the Health Care Unit in the Facility, the services provided to the Resident and certain additional rights and obligations upon relocation are set forth in the Nursing Facility Admissions Agreement (Exhibit C). Although the Facility encourages Resident and/or Resident Representative to sign the Nursing Facility Admission Agreement, Resident and/or Resident Representative agree to all terms of these separate Agreements regardless of whether Resident/Resident Representative is able to execute the applicable agreement upon relocation. Accommodation in the Health Care Unit shall be provided in a semiprivate unit unless other arrangements are made.

8.2. **Temporary Relocation.** If Resident relocates to the Health Care Unit or outside care facility on a temporary basis, Resident may reserve the Residence for his/her return upon written notice to the Facility of such reservation and the continued payment of the Monthly Service Fee for the Residence in addition to payment of the applicable charge for the type of accommodation and level of care Resident is temporarily receiving.

8.3. **Relocate to Outside Facility.** If Resident is relocated to another facility on a temporary basis, Resident shall pay the Monthly Service Fee for his/her Residence until his/her return to the Residence or the termination of this Agreement pursuant to the terms herein.

8.4. **Health Care Unit Bed Reservation.** If Resident is relocated to another facility on a temporary basis and anticipates returning to the Health Care Unit at the Facility prior to returning to the Residence, the Facility will reserve a bed in the Health Care Unit, where available, as follows:

(a) the Facility will reserve a Health Care Unit bed one time for a period of forty eight (48) hours upon receiving notice of the Resident's anticipated return to the Health Care Unit from the outside facility provided that a bed is available in the Health Care Unit. Upon the expiration of the 48 hour reservation, the Health Care bed will be released and filled on a first-come, first-served basis or the Resident can choose to continue the reservation pursuant to Section 8.9(b) below; or

(b) the Facility will guaranty a Health Care Unit bed will be open upon the Resident's return to the Facility from an outside facility for ___ days for a bed reservation fee of ___% of the Facility's current fee in the Health Care Unit at the time requested. The bed reservation fee shall be in addition to Resident's continuing obligation to pay the Monthly Service Fee. This guaranty is only valid where a bed in the Health Care Unit is available at the time of the commencement of the payment of the reservation fee.

8.5. **Illness or Accident Away from the Facility.** If Resident is ill or injured while away from the Facility, Resident will be responsible for the cost and provision of care Resident may require. When Resident returns to the Facility, the provisions of this Agreement relating to the provision of care will apply.

8.6. **Right of Subrogation.** If Resident is injured by a third party, the Facility retains the right of subrogation against that party for any excess expenses it incurs, pursuant to this Agreement, in providing medical care to Resident resulting from that injury. If necessary, Resident agrees to cooperate and participate in that action.

8.7. **Other Costs.** In addition to the other costs to be paid by Resident under this Article VIII, Resident shall be solely responsible for payment of all other health care costs including, but not limited to, the following: hospitalization, physician services, therapeutic services, routine eye examinations, refractions, eye glasses, hearing aids, dentures, inlays, orthopedic appliances, over-the-counter drugs, prescription drugs, treatment for drug or alcohol abuse and psychiatric disorders, podiatry, chiropractic, services or supplies, and any other services that the Facility has not specifically undertaken to provide in this Agreement.

ARTICLE IX. PAYMENT AND FINANCIAL TERMS.

9.1. **Application and Fee.** Resident shall pay an Application Fee as described more fully at Exhibit A.

9.2. **Admission Fee.** Prior to and upon Admission, Resident shall pay Facility a one-time non-refundable Admission Fee as described more fully at Exhibit A. Residents transferring

to a Residence from the House of the Good Shepherd's Independent Living Unit are not subject to the Admission Fee.

9.3. **Monthly Service Fee.** For the services described in this Agreement (except as otherwise noted), Resident shall pay a monthly service fee billed in advance by the Facility (the "Monthly Service Fee"). The Monthly Service Fee is determined by the type of Residence and the number of persons occupying the Residence. Resident's initial Monthly Service Fee is set forth at Exhibit A.

(a) **Monthly Statement.** The Facility will present Resident with a detailed monthly statement including:

- i. The Monthly Service Fee for the following month.
- ii. Any credits.
- iii. Charges for additional services rendered during the preceding month.
- iv. Any other amounts due Good Shepherd.
- v. Payments received.

(b) **Adjustments to the Monthly Service Fee.** Services and fees, including the Monthly Service Fee, are subject to change at the sole discretion of the Facility. Any change shall become effective upon 30 days' advance written notice to Resident. Changes to the Monthly Service Fee will be based upon factors which include, but which are not limited to: changes in the Consumer Price Index, operating income and expenses, maintenance of necessary reserve funds, and to insure the financial stability of Provider.

9.4. **Additional Services Rates.** In the event that Facility provides Resident any additional services, the Resident shall pay the Facility a charge for each additional service as detailed in the attached schedule of services and charges.

9.5. **Late Fees.** A late charge of one and one-half percent (1.5%) per month equaling eighteen percent (18%) annually, or the maximum allowable within the State of New Jersey, will be assessed and charged upon any unpaid balance of any unpaid bill. In the event of Resident's failure or refusal to pay any amounts charged under the terms of this Agreement, Resident shall pay attorney's fees in addition to all charges, expenses and court costs attributable to collection and/or litigation, including, but not limited to, filing fees and related costs.

9.6. **Increases in Fees and Charges.** Facility may increase the fees or charges, or add new fees or charges upon thirty (30) days prior written notice to the Resident. The Facility will provide an amended schedule of services and charges. Resident shall pay all applicable new or increased fees and charges unless Resident terminates this Agreement in accordance with its terms prior to the effective date of the fee or charge increase.

9.7. **Security Deposit.** For non-Medicaid beneficiaries, a security deposit equivalent to thirty (30) days payment of the Basic Service Charge shall be made in advance at the time this Agreement is signed. Upon discharge of Resident or termination of this Agreement for any reason, the advance payment shall be refunded within 60 days after deductions of such charges as are applicable to Resident's care.

ARTICLE X. FINANCIAL INABILITY TO PAY.

10.1. **Financial Assistance.** In the event that circumstances arise causing Resident to be financially unable to continue payment of the Monthly Service Fee, for reasons beyond Resident's control, Resident may petition the Chief Executive Officer of the Facility for financial assistance through the Facility's subsidy program.

(a) **Possible Special Financial Consideration.** Without in any way qualifying the right of the Facility to terminate this Agreement, the Chief Executive Officer will review the matter with Resident, Resident Representative and/or Resident's family, where applicable and, at the Chief Executive Officer's sole discretion, the Facility may partly or wholly subsidize Resident's fees, provided that subsidy can be granted or continued without impairing the ability of the Facility to attain its objectives while operating on a sound financial basis.

All determinations made by the Facility concerning the granting or continuing of special financial consideration shall be final and binding upon the Resident. Any such determination shall be regarded as a confidential transaction between Resident and the Facility except for reports required to be made to organizations providing assistance to Resident, to financial institutions lending monies to the Facility and to regulatory or other governmental bodies. Breach of confidentiality may result in the termination of this Agreement

(b) **Conditions of Special Financial Consideration.** In order for the Facility to make the appropriate determination as to whether to provide Resident a subsidy, Resident shall provide all necessary financial information including, but not limited to, an updated financial disclosure and Resident's previous five years of tax returns.

As a condition of receiving a subsidy, Resident must not have disposed of any asset, including cash or property, via gift or other transfer for less than fair market value, gambling or other actions that do not demonstrate prudent responsibility for the Resident's financial obligations, in contemplation of the execution of this Agreement or subsequent to this Agreement which would further impair Resident's ability or the ability of Resident's estate to satisfy Resident's financial obligations under this Agreement.

If Resident's sources of income are found to be inadequate to meet his/her responsibilities to the Facility and to pay personal and incidental expenses, Resident will make every effort to obtain assistance from family connections or other available sources and, if Resident can qualify, to take the necessary steps to obtain county, state, or Federal aid or assistance. If Resident's monthly charges are subsidized wholly or partly by the Facility, Resident shall, from time to time, at the request of Facility, supply the Facility with financial statements and copies of tax returns.

(c) **Repayment by Resident's Estate.** If Resident's monthly charges have been subsidized wholly or partly by the Facility, upon Resident's death, Resident's estate shall be liable to the Facility for the full amount of the subsidy received by Resident plus an additional amount which the Facility determines to be equal to the decreased purchasing power of the subsidy. This Agreement shall operate as a lifetime assignment, transfer and conveyance to the Facility for so much of resident's property as is necessary to cover such liability. This paragraph shall survive the termination of this Agreement and shall apply whether or not Resident resides at the Facility at the time of his/her death.

(d) **Transfer to Alternate Residence.** If Resident's monthly charges are subsidized wholly or partly by the Facility, the Facility reserves the right to require that Resident move to a smaller or less expensive accommodation.

(e) **Termination Upon Fraud or Otherwise.** Failure or inability to pay which is the result of disposition of Resident's assets or fraud or misrepresentation by Resident shall be grounds for termination of this Agreement. Failure or inability to pay when it has been determined by the Facility that the Resident has the ability shall be grounds for termination of this Agreement.

ARTICLE XI. TERM AND TERMINATION

11.1. **Termination by Resident.** Resident has the right to terminate this Agreement by advising the Facility in writing at least sixty (60) days in advance of the date that Resident intends to leave the Facility. Resident's obligations under this Agreement shall continue until the date that Resident actually vacates the Facility or at the end of the sixty (60) day notice period, whichever is later.

11.2. **Termination by Facility.** In addition to the other reasons for termination set forth in this Agreement, the Facility may terminate this Agreement for any of the following reasons upon thirty 30 days' written notice, except in the case of an emergency, as determined by the Facility:

- i. Resident requires 24-hour, seven day a week nursing supervision;
- ii. Resident is bedridden for more than 14 consecutive days;
- iii. Resident is consistently and totally dependent in four or more of the following activities of daily living: dressing, bathing, toilet use, transfer, locomotion, bed mobility, and eating;
- iv. Resident has a cognitive decline severe enough to prevent the making of simple decisions regarding activities such as bathing, dressing and eating and cannot respond appropriately to cueing and simple directions;
- v. Resident requires treatment of a stage three or four pressure sore or multiple stage two pressure sores. However, a resident who requires treatment of a single stage two pressure sore shall be

retained and a plan of care developed and implemented to stabilize the pressure sore and the condition which caused it;

- vi. Resident requires more than “assistance with transfer”;
- vii. Resident is a danger to self or others;
- viii. Resident has a medically unstable condition and/or has special health problems, and a regimen of therapy cannot be appropriately developed and implemented in the assisted living environment;
- ix. Resident is at high risk for falls and has poor safety awareness, cognitive decline and recent frequent falls with injury;
- x. Resident is at risk for wandering;
- xi. Resident communication skills become significantly impaired and he/she cannot make their needs known;
- xii. Resident fails to perform any obligations under this Agreement, including the obligation to pay the Monthly Fees and other charges;
- xiii. Resident omitted or falsified information on the application form;
- xiv. Resident refuses to relocate to a more appropriate care setting either within the Facility or in an outside facility;
- xv. Resident has repeatedly failed to follow the Resident Policies and Procedures of the Facility; or
- xvi. For any other reason allowed by law.

In certain circumstances, and at the sole discretion of the Chief Executive Officer, Resident may be permitted to employ, at his or her own cost, private 24 hours a day, 7 days a week, one-on-one assistance in lieu of discharge. Such permission may be revoked at any time without notice.

11.3. Right to Appeal. The Resident shall have the right to appeal any involuntary discharge from the Facility, or termination of the Agreement, to the Chief Executive Officer. The appeal shall be in writing and a copy shall be included in the Resident's record with the disposition or resolution of the appeal. The Resident shall have the right to retain legal counsel to appeal.

11.4. Termination by Death. Unless sooner terminated in accordance with its provisions, this Agreement shall terminate upon Resident's death, whereupon all obligations of the Facility under this Agreement shall cease. The obligation to pay the Monthly Service Fee shall continue until the Residence has been vacated by Resident's estate or family.

ARTICLE XII. SHARED RESIDENCE

12.1. **Two Residents Sharing a Residence.** In the event Resident shares the Residence with another resident, both Residents shall enter into separate Resident Admission Agreements. One Resident shall pay the Monthly Service Fee for the Residence in which they are residing. The second Resident shall pay a discounted Monthly Service Fee as set forth on Exhibit A.

12.2. **Discharge of One of Two Residents.** Upon the discharge or otherwise termination of this agreement of one of the two residents occupying the Residence, the remaining resident may elect to continue this Agreement or terminate this Agreement according to its terms. The remaining resident may choose to remain in the same Residence assuming responsibility for payment of the full Monthly Service Fee for the Residence or relocate to another residence as provided in this Agreement.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

13.1. **Responsibility for Damages.** Any loss or damage to real or personal property of the Facility caused by Resident or Resident's guests shall be paid by the Resident. The Facility assumes no responsibility for any harm done to Resident by another resident and Resident hereby releases and discharges the Facility from all liability or responsibility for injury or damage to Resident or to his/her personal property caused by the fault or negligence of other residents.

13.2. **Responsibility for Protection of Resident's Property.** The Facility shall not be responsible for the loss of any personal property belonging to Resident due to theft, fire, or any other cause. Resident shall have the responsibility, at Resident's own expense, to insure his/her property against such risks.

13.3. **Resident Policies and Procedures.** The Facility reserves the right to establish Resident Policies and Procedures to carry out the purposes of this Agreement and to promote the convenience, comfort, safety and security of all residents of The Facility. The Facility also reserves the right to make all necessary arrangements and adjustments regarding residency not otherwise specifically provided for in this Agreement.

13.4. **Non-Discrimination.** All applications for residency will be considered equally without regard to the individual's race, sex, sexual orientation, national origin, creed, or marital status.

13.5. **No Waiver and Severability.** The Facility's failure to enforce any part of this Agreement does not constitute a waiver and does not prevent the Facility from enforcing the Agreement as to later violations. If any provision or portion of this Agreement is found to be invalid, void or unenforceable the remaining provisions nevertheless shall continue in full force and effect without impairment and this Agreement shall be reformed so as to give the fullest possible effect to the purposes of this Agreement.

13.6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Facility, Resident, the Resident Representative, if any, and the Resident's respective personal representatives, heirs, successors and assigns. Resident may not assign any benefits or delegate any duties under this Agreement without the prior written, signed approval

of the Facility. The Facility shall have the right to assign its rights and obligations hereunder without Resident's written approval or consent.

13.7. **Resident's Association.** Residents at the Facility have the right of self-organization and Resident is encouraged to participate in the Residents' Association.

13.8. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of New Jersey.

13.9. **Notice.** Notices required by this Agreement shall be in writing and delivered either by personal delivery, commercial overnight carrier (FedEx, UPS, etc.) or U.S Mail. If delivered by mail, notices shall be sent by Express Mail, or by certified or registered mail, return receipt requested, with all postage and charges prepaid. All notices and other written communications required under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice by the party whose address has changed.

IF TO THE FACILITY

The House of the Good Shepherd
798 Willow Grove Street
Hackettstown, New Jersey 07840
Attention: Chief Executive Officer

IF TO RESIDENT

Attention: _____

13.10. **Acknowledgements.**

(a) Resident acknowledges receiving a copy of the Statement of Resident's Rights, which is included and incorporated herein by reference. Resident acknowledges that the Facility has the right to revise and amend the Statement of Residents Rights so that it is at all times in compliance with all applicable federal and state statutes, rules and regulations.

_____ (Resident's or the Resident Representative's initials)

(b) Resident acknowledges receiving a copy of the Facility's current rules and regulations governing resident rights and responsibilities.

_____ (Resident's or the Resident Representative's initials)

(c) Resident acknowledges receiving a copy of the Facility's Medicaid Waiver Policy.

_____ (Resident's or the Resident Representative's initials)

(d) Resident hereby grants the Facility authorization to use Resident's pictures for promotional or educational programs, provided that these pictures are used with dignity and discretion.

_____ (Resident's or the Resident Representative's initials)

(e) Resident authorizes the Facility to release Resident's records when Resident is transferred to another health care institution or when release of the records is required by law or by a third-party payer contract.

_____ (Resident's or the Resident Representative's initials)

The parties freely enter into this Agreement on the _____ day of _____, 20____.

Resident's Name

Resident Representative's Name

Resident's Signature

Resident Representative's Signature

Facility's Authorized Representative (Name and Title)

Facility's Authorized Representative Signature

EXHIBIT A
The House of the Good Shepherd
AL/CPCH Fee Schedule

Effective Date. This Agreement is effective as of _____ or the date executed by the Resident and the Facility.

Residence Identified. Resident has selected Residence _____ (type and number).

1. Application Fee. Each individual or couple executing this Agreement has previously paid an Application Fee of \$ _____. The Application Fee is not refundable.

2. Admission Fee. Resident shall pay an Admission Fee of \$ _____ as follows:

- a. A deposit upon signing of this Agreement, in the amount of: \$ _____.
- b. The balance of the Admission Fee payable on the date on which Resident occupies the Residence or within fifteen (15) days after the Facility notifies Resident that the accommodation is ready for occupancy, whichever occurs first.

3. Security Deposit. Resident shall pay to the Facility a Security Deposit of \$ _____ prior to or upon admission

4. Deposit of Security Deposit. The Security Deposit shall be deposited into an interest bearing accounts as follows:

_____ (Bank)
_____ (Account No.)

5. Monthly Service Fee. From and after the date Resident occupies the Residence, Resident shall pay to the Facility a Monthly Service Fee as set forth in the Agreement.

Initial Monthly Service Fee (single occupancy): \$ _____ per day times days in month. The Monthly Service Fees are subject to change as set forth in the Agreement.

6. Shared Residence Discounted Monthly Service Fee. From and after the date a second Resident occupies the Residence, second Resident shall pay to the Facility a discounted Monthly Service Fee as set forth in the Agreement.

Second Resident Monthly Service Fee: \$ _____. The Monthly Service Fees are subject to change as set forth in the Agreement.

7. Medicaid Room and Board. Upon being qualified by the State of New Jersey as a Medicaid beneficiary, Resident and Responsible Party shall ensure payment to the Facility of the required Room and Board payment of \$ _____.

Note: This Agreement is for assisted living services only and therefore is not subject to regulation under the New Jersey Continuing Care Retirement Community Regulation and Disclosure Act (N.J.S.A. 52:27D-330 et seq.) or any regulations promulgated thereunder.

EXHIBIT B

**ASSISTED LIVING AND COMPREHENSIVE PERSONAL CARE
LEVEL OF CARE ASSESSMENT**

EXHIBIT C

RESIDENT REPRESENTATIVE AGREEMENT

This Resident Representative Agreement (the "Agreement") is made between The House of The Good Shepherd (the "Facility") and _____, the legal representative or representative individual (the "Resident Representative") of _____, (the "Resident").

WHEREAS, the Resident Representatiave and Facility enter into this Agreement to facilitate the provision of care and/or services to the Resident.

WHEREAS, the Resident Representatiave may be the Guardian, the Agent under a valid Power of Attorney, or any person authorized by Resident to serve as Resident's Representative.

WHEREAS, Facility shall discuss and consult with Resident Representative regarding pertinent decisions related to Resident's stay and care at the Facility.

THEREFORE, Facility and Resident Representative agree to the following terms and conditions:

1. Resident Representative affirms that the information provided in the Resident Admission Agreement and related documents are true and correct to the best of his or her knowledge. Resident Representative acknowledges that the submission of any false information, misrepresentation or lack of disclosure may result in the termination of the Resident Admission Agreement and may result in the discharge of the Resident from the Facility at the Resident and/or Resident Representative's expense.

2. Resident Representative affirms that he or she has access to Resident's income and resources and that Resident's income and resources are available to pay for Resident's care and services in the Facility. The Resident Representative shall pay Facility from Resident's financial resources for services and supplies provided to Resident in accordance with the Resident Admission Agreement.

3. When the Resident's financial resources warrant it, Resident Representative shall take any and all actions necessary and appropriate to initiate, make and conclude application for Medical Assistance ("Medicaid") benefits or any other benefits for which the Resident may be eligible on behalf of the Resident, including providing all necessary documentation, complying with deadlines and pursuing all necessary appeals. Resident Representative shall exercise diligent efforts in the application and appeal processes to assure benefits from any third party or government payor. Resident Representative shall utilize Resident's income and resources only for Resident and shall not utilize any of Resident's income or resources for Resident Representative's benefit nor transfer any of Resident's real property except for proceeds at fair market value for the benefit of Resident.

4. In the event Resident applies for Medicaid, Resident Representative shall pay the applicable Resident Income and require Room and Board to Facility on a monthly basis. If Room and Board is not paid from the Resident Income, Resident Representative shall ensure that the Room and Board is paid from an alternate source. Resident Representative, at the request of Facility and to the extent permitted by law, shall immediately sign over and/or designate the Facility as the representative/designated payee for any income available to Resident in an amount not to exceed the Resident Income plus the Room and Board. Resident Representative should take whatever action as may be necessary to insure that such payments are made directly to Facility.

5. Resident Representative understands that if he or she fulfills his or her obligation under this Agreement, he or she shall not be held personally liable for the Resident's charges. This Agreement shall not be construed or operate as a third party guaranty.

6. Resident Representative acknowledges that he or she has received a copy of the Resident Admission Agreement and understands the terms and conditions contained therein.

7. Resident Representative acknowledges that he or she has reviewed this Resident Representative Agreement and understands the information set forth herein.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have signed this Resident Representative Agreement on this _____ day of _____, 20__.

**THE HOUSE OF THE
GOOD SHEPHERD**

RESIDENT REPRESENTATIVE

Signature

Signature

Print Name and Title

Print Name

Date: _____

Date: _____

