



LONG TERM CARE
RESIDENT ADMISSION AGREEMENT

RESIDENT ADMISSION AGREEMENT for:

Resident: _____
(print full name)

Resident Representative: _____
(print full name)

Home address: _____

Home phone: _____

Cell phone: _____

Work phone: _____

E-mail: _____

Relationship to Resident: _____

ARTICLE I. DEFINITIONS

1.1. In order to make this Agreement of Admission ("Agreement") more easily understandable, all second person pronouns (such as "you", "your", "yours", etc.) refer to the Resident. All first person pronouns (such as "we", "us", "our", "ours", etc.), as well as the terms "the House" and "Facility," refer to The House of the Good Shepherd.

1.2. As used in this Agreement, the term "Resident Representative" refers to the individual named in this Agreement as Resident Representative and as whose duties are more fully described in Article IV.

ARTICLE II. INTRODUCTION AND MUTUAL PROMISES

2.1. This Agreement is a legally binding contract between and among you, the Resident Representative and us. By signing this Agreement, you and the Resident Representative are legally bound by it. In consideration of the mutual promises, representations and warranties set forth in this Agreement, you, the Resident Representative and we agree as follows.

ARTICLE III. OUR RESPONSIBILITIES

3.1. We will provide you with the items and services set forth in Exhibit "A" to this Agreement which are presently included in our daily rate.

3.2. If you are eligible for Medicaid, we will provide you with the items and services set forth in Exhibit "B" to this Agreement which are included in the Medicaid daily rate

3.3. If you request any item(s) or service(s) for which we will make an additional charge, we will notify you of the amount of the charge.

3.4. You and your Resident Representative agree and acknowledge that if you are not covered by Medicare or Medicaid, or if your insurer should decline coverage you will be billed directly for the services identified as being generally covered by Medicare or Medicaid in Exhibits "A" and "B" to this agreement.

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

ARTICLE IV. YOUR/RESIDENT REPRESENTATIVE RESPONSIBILITIES

4.1. You shall timely pay all fees and charges due under this Agreement.

4.2. The Resident Representative shall ensure that all fees and charges due under this Agreement are timely paid from your income, assets and resources.

4.3. You and/or the Resident Representative shall provide such personal clothing and effects as you need or desire and remove them within seventy-two (72) hours after discharge; any such items not removed within ten (10) days after discharge will be donated to charity.

4.4. You and/or the Resident Representative shall provide your own spending money for your personal needs. (The Medicaid program will allow Medicaid eligible residents to retain a sum of \$50.00 a month from their income for their personal needs.) If a Medicaid resident's personal needs account reaches \$2,000.00, the resident will be dis-enrolled from Medicaid.

4.5. You and/or the Resident Representative shall pay for the use of a telephone or cable television service in your room. We will bill you \$_____ monthly, plus long-distance toll fees for personal telephone service. Our charge for cable television service for your personal use is \$ _____, for which we will bill you monthly.

I wish to have personal telephone service in my room. _____ Yes _____ No

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

I wish to have cable television service in my room. _____ Yes _____ No

_____ (Your initials or the Responsible Party's initials)

4.6. You and/or the Resident Representative shall pay ancillary service, hospital or other health care facility charges, including transportation charges, incurred when you utilize such services if they are not covered by Medicare, Medicaid or third-party insurance.

4.7. You and/or the Resident Representative shall pay all funeral and burial arrangements and related costs.

4.8. You and your Resident Representative shall notify the facility's social worker or finance office when your assets fall below the amount necessary to pay for six (6) months of care and ancillary services. As soon as you are eligible or entitled, you and the Resident Representative shall apply for and seek to establish eligibility and entitlement to receive benefits under the Medicaid program. You and the Resident Representative agree to diligently take all steps necessary to apply for and obtain any available benefits. You 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 your part or on the part of the Resident Representative to promptly apply for benefits and fully complete the application process when you are eligible for benefits, you and/or the Resident Representative will be liable for any loss suffered by us as a result of the failure or delay.

4.9. You and the Resident Representative shall comply and conform to all of our rules and policies currently in effect, as described in the "Patient and Resident Handbook" and as amended from time to time at our sole discretion. We will provide you with periodic notice during your stay, or as needed, of any change in the rules or policies. You shall also respect the personal rights and private property of other residents.

4.10. For the safety and peace of mind of all Facility residents, in addition to those prohibitions set forth in our current rules and policies, you shall not bring or keep any firearm,

other dangerous instrument or illegal contraband in the Facility. You are prohibited from striking, assaulting, battering or threatening any person, including other residents, Facility staff or visitors. You agree that any violation of this Section renders you conclusively a danger to yourself and others, and subject to immediate discharge as provided in this Agreement. Any illegal activity shall also be reported to the appropriate authorities.

ARTICLE V. RESIDENT REPRESENTATIVE

5.1. Resident Representative means any of the following: (1) An individual chosen by the Resident to act on behalf of the Resident in order to support the Resident in decision-making; access medical, social or other personal information of the resident; manage financial matters; or receive notifications; (2) A person authorized by State or Federal law (including but not limited to agents under power of attorney, representative payees, and other fiduciaries) to act on behalf of the Resident in order to support the Resident in decision-making; access medical, social or other personal information of the resident; manage financial matters; or receive notifications; (3) Legal representative, as used in section 712 of the Older Americans Act; or (4) The court-appointed guardian or conservator of a resident.

5.2. The Resident Representative represents and warrants that he or she has legal access to your income, assets and resources to pay for the services provided by us.

5.3. The Resident Representative shall execute the Resident Representative Agreement attached hereto at Exhibit C.

5.4. The Resident Representative does not, by reason of signing this Agreement, assume an obligation to reimburse us for your care, except from your 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.

5.5. The Resident Representative shall provide us with his or her current home address, e-mail, and phone upon your admission and in the event of any change. If the Resident Representative fails to provide us with his or her current home address and phone, you and the Resident Representative waive any right the Resident Representative would otherwise have had to any notices.

5.6. If the Resident Representative executes this Agreement on the Resident's behalf, the Resident Representative represents that he or she is authorized to do so.

ARTICLE VI. PAYMENT AND FINANCIAL TERMS

6.1. You and/or the Resident Representative shall pay the daily private rate as set forth on Exhibit A. Daily charges will be billed in advance on a monthly basis. Payment for your first full month of care plus any days remaining in the month of admission shall be paid to us in advance upon admission. Bills are due and payable upon receipt. Bills not paid by the last day of the month are overdue.

6.2. As we are the primary provider of your healthcare services, room and board and other services as set forth at Exhibits A and B, You and/or the Resident Representative shall use

your resources to satisfy any balance owed to us prior to expending Your resources for any other purpose.

6.3. A late fee of 1.5% of the outstanding balance shall be assessed on any unpaid balance due us as of the last day of each month, until paid in full.

6.4. Unless otherwise covered by Medicare, Medicaid, private insurance or other third-party payor, you and/or the Resident Representative shall pay for any item and/or service for which payment is not included in our daily rate as set forth on Exhibits "A" and "B" to this Agreement. Exhibits "A" and "B" to this Agreement set forth typical items and services for which we will charge separately, if any such item or service is requested by you. You are not required to request any such item or service.

6.5. Unless prohibited by Medicaid regulations, on the day of admission you and/or the Resident Representative shall pay a security deposit equal to one month's private pay payment (31 days) that we shall deposit in an interest bearing account to be held in escrow by us against which all of your unpaid financial obligations will be applied. You will be informed of the financial institution and the account number into which the payment was deposited within sixty (60) days of the establishment of the account. Interest earned, less any bank charges, will be credited to your account. Any balance remaining will be distributed to you or the Resident Representative within sixty (60) days after your transfer or discharge from the Facility, unless otherwise required by law.

6.6. In the event that your ability to pay the cost of care as herein provided is dependent upon the sale of any real estate owned by you, you hereby agree to execute a Note and Mortgage upon the real estate owned by you to secure any amounts owed to us presently or to become due in the future.

6.7. You and the Resident Representative acknowledge that you and/or Resident Representative are financially responsible to us for any charges not otherwise covered by Medicaid, Medicare or other third-party health care benefits. You and/or Resident Representative shall notify us of any changes in your health care coverage. In some cases, exact insurance benefits cannot be determined until the insurance company receives the claim.

6.8. You or the Resident Representative shall pay all costs, expenses and reasonable attorney fees in the event it becomes necessary for a legal guardian to be appointed for you, or an attorney's services are used by us to enforce any of the terms of this Agreement against you or the Resident Representative, including if suit is brought to collect any and all sums due and owing by you or the Resident Representative to us.

6.9. The Facility reserves the right to increase the per diem private pay rate and any and all other charges upon provision of a 60-day notice.

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

ARTICLE VII. MEDICAID

7.1. You and the Resident Representative shall have the obligation to inform the Facility at least six (6) months prior to the time that the Resident's total assets and income will

become less than the amounts specified by Medicaid for Medicaid eligibility or total assets of \$2,000 or less, whichever is earlier, whereupon You and the Resident Representative shall submit an application to receive benefits under the Medicaid program.

7.2. You and the Resident Representative shall apply for and seek to establish eligibility and entitlement to receive benefits under the Medicare and/or Medicaid programs. You and the Resident Representative agree to diligently take all steps necessary to apply for and obtain any available benefits. You 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 your part or on the part of the Resident Representative to promptly apply for benefits and fully complete the application process when you are eligible for benefits, you and/or the Resident Representative will be liable for any loss suffered by us as a result of the failure or delay, including but not limited to the private pay cost for any services not covered by the program.

7.3. You and the Resident Representative acknowledge that the submission of a timely and complete Medicaid application is the sole responsibility of the Resident/Resident Representative.

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

7.4. You and the Resident Representative consent and authorize any and all persons or entities who have any information concerning your assets or income to disclose this information to us and to the County Welfare Agency and The County Board of Social Services or other Medicaid agency; You and the Resident Representative further authorize the County Welfare Agency and The County Board of Social Services or other Medicaid agency to release or disclose any information concerning, or relevant to, your Medicaid Application or eligibility to us.

7.5. In the event that you are determined to be entitled to benefits under the Medicaid program for some or all of the items and services provided by us to you:

- (a) we shall accept the payments authorized and made by these programs, plus your contributions as required by these programs, as payment in full for only those items and services covered by these programs;
- (b) you and the Resident Representative shall pay to us your income, "co-insurance" or "co-pay" amount as determined and required by the applicable program;
- (c) if any of your security deposit had not been applied to your charges at the time you are determined to be eligible for Medicaid benefits, we will credit the unearned portion to your account;
- (d) if you receive any monies from Medicare, Medicare Supplemental policy or any similar program in which you are enrolled, as payment or reimbursement for services rendered by us to you, you shall assign said monies to us.

7.6. Medicaid Law requires that you pay to us all available income, as determined by

Medicaid and indicated on the Form PR-1. This income will likely include your Social Security and Pension benefits. You and/or the Resident Representative, upon submission of an application for Medicaid benefits and in anticipation of finding that you are eligible for Medicaid benefits, shall submit to us, by the tenth (10th) day of each month, all of your income, including any benefit payments made by the Social Security Administration or any pension plan (less the Medicaid personal needs allowance or other allowances made by Medicaid, e.g. Medigap insurance premiums). Failure to pay us the amount of income determined by Medicaid shall constitute a violation of Medicaid Law.

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

7.7. Medicaid is a government program, and eligibility and payment decisions are ultimately made by government officials. Unless you are formally notified by Medicaid that all or any portion of our charges are to be paid by the Medicaid program, you are hereby informed that all of our charges shall be paid by you and/or the Resident Representative as set forth in this Agreement.

ARTICLE VIII. FINANCIAL DISCLOSURE

8.1. Notwithstanding any other provision of this Article, if, at the time of admission to the Facility, Medicaid has determined that you are eligible for Medicaid benefits to pay our charges, you are not required to comply with the financial disclosure requirements, except that you must provide or consent to have Medicaid provide documentation of your eligibility and of the amount and source(s) of your income Medicaid requires you to pay us.

8.2. You and the Resident Representative represent and warrant that, as part of completing our application for admission, you have disclosed all assets owned by you or in which you have any right (and the value of your share of ownership in each such asset), either solely or jointly with others, including all insurance policies; bank accounts; cash; real estate; investments; periodic income of any kind and character; automobiles; works of art; debts owed to you; security deposits owed to you; and liens held by you.

8.3. You and the Resident Representative represent and warrant that neither you nor anyone on your behalf have transferred, given, encumbered or changed the ownership of any of your assets, including any income, for less than full value, to any person, entity or to a trust of any form, during the past five (5) years.

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

8.4. You and the Resident Representative agree, represent and warrant that neither you nor anyone on your behalf will perform, cause or allow the transfer, gift, encumbrance or change of ownership of any asset, including income, in such a manner as would cause you any period of Medicaid ineligibility.

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

8.5. You and the Resident Representative agree, represent and warrant that any such transfer, gift, encumbrance or change in ownership as described in Section 8.4 shall be void. If you fail to bring a legal action to recover the asset disposed of under a void disposition, you hereby assign to us a right to bring a legal action against the person who received the asset to recover the full value of the asset, if possible; however, we are not required to do so.

8.6. You and the Resident Representative agree to provide us with an updated, accurate and complete set of Financial Disclosure Sheets, including disposition and location of assets, as reasonably requested, from time-to-time, by us.

ARTICLE IX. TERMINATION OF AGREEMENT / DISCHARGE

9.1. You may transfer or discharge yourself from the Facility after providing at least three (3) days written notice to us before your transfer or discharge. If you leave, with or without notice, we shall have no further obligation to you, under the terms of this Agreement or otherwise, except as required by law. If you fail to give the required written notice prior to transfer or discharge, you will be obligated to pay a three day per diem charge, to be paid under the terms of this Agreement.

9.2. We may transfer or discharge you from the Facility for one or more of the following reasons upon thirty (30) days advance written notice to you and/or the Resident Representative :

- (a) the transfer or discharge is necessary for your welfare and your needs cannot be met in the Facility;
- (b) the transfer or discharge is appropriate because the Resident's health has improved sufficiently so the Resident no longer needs the services provided by the Facility;
- (c) the safety of individuals in the Facility is endangered due to the clinical or behavioral status of the Resident;
- (d) the health of individuals in the Facility would otherwise be endangered due to the clinical or behavioral status of the Resident;
- (e) you have not paid (or made arrangements to have paid) the fees you are obligated to pay for items and services you received;
- (f) you have been determined to be mentally ill, in accordance with Federal and State law, and we are unable to care for you;
- (g) To comply with the clearly expressed and documented resident choice, or in conformance with the New Jersey Advance Directives for Health Care Act, as specified in N.J.A.C. 8:39-9.6(d);
- (h) we cease to operate; or
- (i) we cease to participate in the Medicare or Medicaid programs, for any reason, and your stay at the Facility is being paid for by Medicare or Medicaid.

9.3. We may transfer or discharge you for any reason noted above without thirty (30) days' notice in the event of an emergency or urgent medical need. In the event of transfer or discharge for such emergency reasons, notice shall be made as soon as practicable.

9.4. Upon your receipt of notice of discharge from the Facility for any reason, you and the Resident Representative shall participate in our discharge planning in order to arrange for an adequate, alternative placement for you, acceptable to the New Jersey Department of Health where required, including accepting your return to your home or the Resident Representative's home. If you will require any care after discharge, you and the Resident Representative agree to provide that care or to make arrangements, in conjunction with our discharge plan, to have that care provided to you. This promise is separate from any promise to pay for care. This means that if you or the Resident Representative fails to make suitable arrangements for your post-discharge location and/or care, you or the Resident Representative may be liable for any loss suffered by us as a result of that failure.

9.5. In the event that you are transferred for temporary hospitalization or therapeutic leave, and are a private pay resident, we will automatically hold your bed at the prevailing per diem rate unless you or your Resident Representative notify us that you do not want your bed held. If you are a Medicaid beneficiary, we will hold your bed for a period of ten (10) days as required by the Medicaid program. If you are a Medicaid beneficiary and want to hold your bed after the ten (10) day Medicaid bed hold period, you may do so by paying the prevailing private pay rate for your room. If you do not elect to hold your bed you will be deemed transferred and discharged by us.

9.6. Our policy is if you are deemed transferred and discharged under the provisions of Section 9.5, and you require the services provided by us, and you are eligible for Medicaid nursing facility services, you will be eligible to be readmitted to the next available and appropriate bed in a semi-private room in our facility. If you are readmitted under the provisions of this Section, you and the Resident Representative agree that all of the provisions of this Agreement shall resume in full force and effect, to the full extent permitted by law.

9.7. Payment in the aggregate amount of the daily charges for the first fourteen (14) days shall not be refunded in the event that you or the Resident Representative initiate a discharge prior to the expiration of the fourteenth day after admission. However, in the event of a discharge after fourteen (14) days, we shall refund any unused portion of any charges paid in advance to us, or your personal funds deposited with us, to you, your Legal Representative, executor or administrator, if one has been appointed, or any other person who has established to our satisfaction a legal right to the refund within thirty (30) days, unless we are instructed to do otherwise by the New Jersey Medicaid program.

9.8. Except as otherwise required by law, all of our obligations to you under this Agreement shall terminate upon your transfer or discharge from the Facility and all amounts owed to us under this Agreement shall be due immediately.

ARTICLE X. YOUR PHYSICIAN, DENTIST, PHARMACY AND CONSENT

10.1. You may choose a properly licensed personal physician. We will provide a list of physicians who have staff privileges at the Facility. You are not bound to choose from the list of physicians with staff privileges. In the event that you do not choose a properly licensed physician, or your designated physician chooses not to serve in such capacity, we shall appoint a properly licensed physician to provide services to you, as needed, at your expense

The name of your physician is _____
The specialty of your physician is _____
The way of contacting your physician is (phone number) _____

10.2. You may choose a properly licensed dentist to be called in case of dental illness. In the event that you do not choose your own properly licensed dentist, we shall appoint a properly licensed dentist to provide services to you, as needed, at your expense.

The name of your dentist is _____

10.3. If you choose a physician, dentist or other healthcare provider who does not have staff privileges at the Facility, you must travel, at your expense, to that healthcare provider to receive services from that provider. Physicians, dentists and other healthcare providers who do not have staff privileges at the Facility are prohibited from providing healthcare services at the Facility, except in cases of life-threatening emergency. Moreover, neither the attending physician, nor any other physicians with staff privileges at the Facility, are employees of the Facility and the Facility is not liable or responsible for the acts or omissions of the said physicians.

10.4. Pursuant to federal and state law, we shall control and monitor prescription medication instructions, labeling, storage and administration, and we record all medications released to you in your medical record. As a result, you agree that you will not bring any medications, whether prescription or over-the-counter, into the Facility, and you agree that you will obtain all of your prescription medications from the sub-contracted pharmacy which provides all prescription medications for the Facility.

10.5. You and the Resident Representative consent to the provision of routine nursing facility care by us to you in conjunction with your physician's orders and the plan of care developed by your care planning team, and acknowledge that you voluntarily have sought admission to us for such purpose.

_____ (Your Initials or the Resident Representative's Initials)

ARTICLE XI. HEALTHCARE DECISION-MAKING/POWER OF ATTORNEY.

11.1. You have the right to refuse medical treatment and to be informed of the consequences of refusing the treatment. Pursuant to a properly executed health care power of attorney, your health care power of attorney has the right under law to refuse medical treatment and to be informed of the consequences of refusing the treatment. In addition, you have the right to formulate an advance directive for health care (living will/health care power of attorney).

You ___ **have** / ___ **do not have** (*check one*) an advance directive for health care (living will/health care power of attorney), a true copy of which shall be attached to this Agreement and will be included in Resident's medical record.

_____ (Your Initials or the Resident Representative's Initials)

You **have** / **do not have** (*check one*) a completed Physician Order for Life-Sustaining Treatment (POLST), a true copy of which shall be attached to this Agreement and will be included in the Resident's medical record.

_____ (Your Initials or the Resident Representative's Initials)

11.2. While not required, we strongly suggest that you grant the Resident Representative or some other individual a power of attorney to act as attorney-in-fact presently or in the event that you become unable to manage your affairs.

My Power of Attorney has been granted to _____ (copy attached).

ARTICLE XII. PERSONAL POSSESSIONS

12.1. Although we will take reasonable steps to protect your personal property, we have not expressly or implicitly assumed and do not assume any responsibility for loss of or damage to any of your valuables, money, jewelry, eyeglasses, hearing aids, documents, furs, fur coats, or other personal property, except for money deposited with us under the delegation provisions of Sections 12.2 and 12.3 and except for small items you request and we accept for deposit in our safe. If we accept any item to be placed in our safe, we will give you a written receipt for it. We recommend that you personally insure any valuables in your possession at our facility.

12.2. You may manage your own financial affairs or, at any time, may delegate that responsibility to us by providing us with your written authorization.

12.3. You have determined that you wish us to manage your personal needs allowance.

_____ Yes _____ No

_____ (Your Initials or the Resident Representative's Initials)

ARTICLE XIII. RELEASE AND INDEMNIFICATION

13.1. We provide nursing facility care and services but are not an insurance company and are not an insurer of your safety or welfare and assume no liability as such.

13.2. We do not maintain a locked facility. You and the Resident Representative understand and agree that we cannot be held responsible if you leave the premises. We are also not responsible for your well-being or safety while under the care of any person not directly employed by us.

13.3. You and the Resident Representative agree to reimburse us for any damage, loss or injury caused, either directly or indirectly, by you.

13.4. You, the Resident Representative, and/or your personal representative, heirs and assigns, shall indemnify us and/or our employees, agents, volunteers and trustees for any and all claims, damages, liabilities and losses, including legal fees, associated with defending us and/or our employees, agents volunteers and/or trustees from any claim, whether civil or criminal in

nature, arising from or in any manner connected with the performance of this Agreement and/or your stay at our facility; provided that, this obligation to indemnify shall not attach in any criminal action in which we and/or our employees, agents and volunteers either enters a plea of guilty or is adjudged guilty by a court of competent jurisdiction, all rights to appeal having been exhausted.

13.5. Notwithstanding the foregoing paragraphs, you and/or the Resident Representative have the right to obtain legal assistance and/or choose legal counsel, at your expense, or to file appropriate complaints, at your expense, subject to the provisions of this Article.

13.6. The provisions of this Article shall survive any termination of this Agreement.

ARTICLE XIV. ARBITRATION

14.1. Any and all claims or controversies between you, the Resident Representative and us that arise out of your stay at the Facility, with the exception of eviction proceedings, and including but not limited to, violations of any right granted by law, including statutory resident's rights, or by this Admission Agreement, breach of contract, fraud or misrepresentation, negligence, gross negligence, malpractice or any other claim based on any alleged departure from accepted standards of medical or health care or safety, whether sounding in tort resulting in personal injury, or in contract, shall be submitted to binding arbitration, which shall be the sole means by which said claims or controversies shall be resolved.

By agreeing to binding arbitration, each party hereby waives the right to a trial before a judge and/or a jury for all disputes including those at law or in equity but agrees to seek redress through binding arbitration.

This arbitration requirement does not waive or limit any party's right to sue or otherwise assert any claims against the other party, but rather provides an alternative forum to exercise such right.

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

14.2. Any demand for arbitration shall be made in writing by the demanding party and be submitted to the other party via certified mail, return receipt requested. The arbitration shall be conducted in the county in which the Facility is located.

14.3. The arbitration panel shall be composed of one (1) arbitrator. The parties shall agree upon an arbitrator who must either be a retired New Jersey Superior Court or federal judge or a member of the New Jersey Bar with at least ten 10 years of experience as an attorney. The arbitrator shall be independent of all parties, witnesses, and legal counsel, and no officer, director, affiliate, subsidiary, or employee of a party, witness, or legal counsel may serve as an arbitrator in the proceeding.

14.4. The arbitration hearing and other proceedings, including discovery, shall be conducted in accordance with the provisions of the New Jersey Arbitration Act of 2003 that do not conflict with the Federal Arbitration Act. Relief awarded, if any, shall be determined in accordance with the provisions of New Jersey law applicable to a comparable civil action. All

matters relating to the arbitration, the arbitration proceedings and the arbitration award, shall remain confidential between the parties.

14.5. All fees of the arbitrator(s) shall be borne equally between the parties and each party agrees to bear its own attorneys' fees and costs.

14.6. This arbitration requirement shall bind us, our administrators, owners, officers, shareholders, representatives, directors, medical directors, employees, successors, assigns, agents, attorneys and insurers; and shall bind you and the Resident Representative, your successors, assigns, agents, attorneys, third party beneficiaries, insurers, heirs, trustees and representatives, including the personal representative or Executor of his/her estate.

14.7. All claims based in whole or in part on the same incident, transaction, or related course of care or services shall be arbitrated in one proceeding. Any claim of a party shall be waived and forever barred if it arose prior to the date upon which notice of arbitration is served and is not presented in the arbitration hearing.

This binding arbitration provision of the admission agreement constitutes a binding legal agreement between the parties. You and/or the Resident Representative have read and understand this arbitration provision and understand that by signing this agreement you have waived your rights to a trial before a judge and/or a jury and voluntarily consent to all of the terms of this action. You and/or the Resident Representative have been informed that you have the right to seek legal counsel concerning this section and agree to binding arbitration either upon consultation with an attorney or after affirmatively choosing not to seek advice of counsel.

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

ARTICLE XV. NOTICES

15.1. All notices required by this Agreement shall be deemed to be given when personally delivered, sent by electronic mail or facsimile, sent by recognized overnight courier service, or placed into the custody of the United States Postal Service, addressed as follows:

(a) If to us: Chief Executive Officer
The House of The Good Shepherd
798 Willow Grove Street
Hackettstown, New Jersey 07840

(b) If to you: _____
your name
The House of The Good Shepherd
798 Willow Grove Street
Hackettstown, New Jersey 07840

(c) If to your Legal Representative or Resident Representative: at the address provided: _____

15.2. The Resident Representative agrees to provide us with his or her current home address, e-mail, and phone upon your admission and in the event of any change. If the Resident Representative fails to provide us with his or her current home address, e-mail, and phone, you and the Resident Representative waive any right your Resident Representative would otherwise have had to any notices.

ARTICLE XVI. RESIDENT'S RIGHTS

16.1. You acknowledge receipt of a copy of the Resident Bill of Rights.

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

ARTICLE XVII. MISCELLANEOUS

17.1. You acknowledge receipt of a copy of the Disclosure and Consent Form which has been provided by the New Jersey Office of the Ombudsman for the Institutionalized Elderly.

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

17.2. You acknowledge receipt of a copy of the Facility's notice of privacy practices for protected health information.

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

17.3. You acknowledge receiving information concerning your legal right to make decisions about your medical care, including your right, to accept or refuse care or services and you right, at your option, to formulate an advanced directive, if you do not already have one.

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

17.4. You acknowledge receiving a copy of the Patient and Resident Handbook, which describes our current rules and regulations governing resident rights and responsibilities.

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

17.5. You agree that while you are residing at the Facility, we may arrange to have your photograph taken which will become part of your medical record.

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

17.6. You hereby grant us authorization to use your photograph for promotional or educational programs, provided that these pictures are used with dignity and discretion.

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

17.7. You authorize us to release your records, including any medical records, when you are transferred to another health care institution or when release of the records is required by law or by a third-party payer contract.

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

17.8. We expressly reserve the right to alter, change and amend any and all of the terms of this Agreement, including any and all charges upon sixty (60) days written notice to you and/or the Resident Representative. However, this Agreement may be changed on less than thirty (30) days' notice in order to comply with changes in State or Federal laws, regulations, policies or other requirements.

This facility does not discriminate in admission or retention or care of its residents because of race, creed, color, national origin, sex, disability, age, source of payment, marital status or sexual preference.

17.9. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect the remainder of this Agreement, which shall remain in full force and effect in accordance with its terms.

17.10. In the case of injury to you caused by a third-party, we are hereby granted the right of subrogation for all of our expenses incurred by reason of such injuries, although we are not required to pursue that right. This subrogation right shall not affect any other rights we may have to recover amounts owed us by you, including from the proceeds of any recovery by you from a third-party.

17.11. This Agreement is executed in and shall be construed in accordance with the laws

of the State of New Jersey and shall be binding upon and inure to the benefit of us, you, the Resident Representative, if any, and the respective personal representatives, heirs, successors and assigns; however, you may not assign any benefits or delegate any duties under this Agreement without the prior written, signed approval of us.

17.12. This Agreement represents the entire understanding and agreement of the parties and shall not be changed, amended, or terminated, except as specifically set forth in this Agreement.

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

Resident's signature

Resident Representative's Signature

Our authorized signature

(Name and Title)

EXHIBIT "A"

PRIVATE PAY CHARGES

The daily rate for a private room is \$ _____

The daily rate for a semi-private room is \$ _____

The daily Private Pay rate includes:

- Room and board
- Nursing care
- Recreational and religious programming
- Dining services, including physician-ordered special diets
- Medical social services
- Laundry (linens and personal laundry)
- Housekeeping and maintenance

Items not included in the Private Pay daily rate for which you may be billed include:

- Hairdresser
- Personal telephone
- Transportation and escorts to appointments
- Cable television service
- Oxygen
- Incontinence and non-routine medical supplies
- Dietary supplements
- Prescription and over-the-counter medications
- Physician services*
- Rehabilitation Therapy (PT, OT, ST)*
- Laboratory charges*
- X-rays*

*Denotes items or services that are generally covered by Medicare Part B and Part D

EXHIBIT "B"

MEDICAID CHARGES

The daily rate paid by the Medicaid program includes:

- Semi-private room
- Nursing Care
- Recreational and religious programming
- Dining services, including physician-ordered special diets
- Medical social services
- Laundry (linens and personal laundry)
- Housekeeping and maintenance
- Private room charge
- Oxygen
- Medical supplies
- Incontinence supplies
- Dietary supplements
- Over-the-counter medications
- Prescription medications authorized by Medicaid*
- Physician services*
- Rehabilitation Therapy (PT, OT, ST)*
- Laboratory charges*
- X-rays*
- Other care items or services required to be provided by the Facility to achieve the goals stated in the Resident's care plan

*Denotes items or services that are generally covered by Medicare Part B, Part D and Medicaid

Items not covered in the Medicaid daily rate and for which you may be billed include:

- Hairdresser
- Personal telephone
- Escorts to appointments
- Cable television service

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 Representative and Facility enter into this Agreement to facilitate the provision of care to the Resident.

WHEREAS, the Resident Representative may be the Guardian, the Agent under a valid Power of Attorney, or any person authorized by Resident to serve as Resident's Resident 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 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 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 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 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 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 to Facility on a monthly basis. The Resident Income is determined by the local Medicaid office or County Board of Social Services ("CBOSS") and set forth on

Form PR-1. 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. 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 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: _____