NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

VETERANS MEMORIAL HOMES

ADMISSION AGREEMENT

PREAMBLE

The New Jersey Veterans Memorial Homes' [VMH] (hereafter referred to as the "FACILITY") Admission Agreement is an admission contract that this FACILITY is required by state law and regulation to use. **It is a legally binding AGREEMENT that defines the rights and obligations of each person (or party) signing the contract.** Please read this AGREEMENT carefully before you sign it. If you have any questions, please discuss them with FACILITY staff before you sign the AGREEMENT. You are encouraged to have this contract reviewed by your legal REPRESENTATIVE, or by any other advisor of your choice, before you sign it.

If you are able to do so, you are required to sign this AGREEMENT in order to be admitted to this FACILITY. If you are not able to sign this AGREEMENT, your REPRESENTATIVE may sign it for you.

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____ between the State of New Jersey and the New Jersey Veterans Memorial Homes (the "VMHs") located at _____Menlo Park, _____Paramus, or _____Vineland (hereinafter referred to as the "FACILITY"); and

_____ of _____
NAME STREET ADDRESS

_____, _____ (hereinafter referred to as "RESIDENT") and,
CITY STATE / ZIP

if applicable:

_____ of _____
NAME STREET ADDRESS

_____, _____ (hereinafter referred to as "REPRESENTATIVE").
CITY STATE / ZIP

The REPRESENTATIVE is (please initial where applicable):

_____ A "**Legal Representative**," who holds independent legal authority through either court appointment as a legal guardian or through holding a durable power of attorney executed by the RESIDENT, a copy of which has been provided to the VMHs; or

_____ A "**Responsible Party**," who is an individual, such as spouse, family member, or friend, who agrees to honor obligations of the RESIDENT under this Agreement.

The legal responsibilities of the REPRESENTATIVE are more fully described in Section VI.

WHEREAS the RESIDENT desires to be admitted to the FACILITY and requires the level of care that is provided by said FACILITY; and

WHEREAS, in consideration for the services and benefits provided pursuant to this Agreement, RESIDENT will pay to FACILITY a daily fee, which is subject to change from time to time, upon thirty (30) days advance written notice to the RESIDENT.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

SECTION I: DEFINITIONS

A. **Ancillary Health Care Services:** The range of services that are ordered on behalf of a RESIDENT by a physician or other health care professional that are not Covered Services.

B. **Covered Services:** The level of services required under state and federal law to be provided in a licensed and Medicare-certified long term care/skilled nursing facility, and paid by Medicare along with any other covered services so identified in this Agreement.

C. **Health Care Unit:** The designated and/or distinct part of the FACILITY that is licensed to provide long term care or skilled nursing services by the New Jersey Department of Health and Senior Services.

D. **RESIDENT:** An individual residing in a New Jersey Veteran Memorial Home.

SECTION II: DESCRIPTION OF SERVICES

A. COVERED SERVICES.

The FACILITY agrees to admit the RESIDENT, starting on _____, 20____, to provide the following Covered Services, as defined in Section I and described below, and as determined to be legally and reasonably required for the health and safety of the RESIDENT:

1. Nursing Care, Personal Care, Dietary, Room and Board, Activities, Social Services, Medication Administration, Emergency Care, and other services required by law within a licensed long term care facility.

2. Meal Service, including three meals a day and additional supplements as needed. Therapeutic diets will be served on the order of the RESIDENT'S physician, as approved by a dietician.

3. The FACILITY will provide a semi-private room, all basic utilities, linen service, housekeeping, and lodgings in accordance with the following:

a. The FACILITY has the right to designate the accommodations in which the RESIDENT will live based upon availability, clinical needs, and other factors in its sole discretion.

b. The FACILITY reserves the right to change the RESIDENT'S room or roommate within the FACILITY consistent with the health and safety needs of the RESIDENT or of other RESIDENTS. Advance notice of such a change will be provided to the extent required by law. The RESIDENT and REPRESENTATIVE agree to cooperate in effecting any transfer of the RESIDENT within the FACILITY undertaken in accordance with the terms of this Agreement.

c. The FACILITY is responsible for furnishing the accommodation assigned to the RESIDENT. The RESIDENT may bring personal comfort items to the FACILITY with the prior approval of the FACILITY'S CEO. All RESIDENT comfort items must meet the FACILITY space considerations and comply with the accepted safety standards, fire code regulations, and otherwise be in accordance with all local, state, and federal laws.

d. Insurance on the RESIDENT'S personal property is not provided by the FACILITY. If the RESIDENT desires insurance, it shall be the RESIDENT'S responsibility to obtain same.

B. ANCILLARY HEALTH CARE SERVICES.

1. As described in this Agreement, the FACILITY will arrange for the provision of Ancillary Health Care Services, such as physician, laboratory, hospitalization, dental, surgical, chiropractic, vision care, pharmacy, and other related health care services, but shall not be responsible for payment of such services except as may be covered by RESIDENT'S Medicare, or other third-party insurance payments to the FACILITY on behalf of RESIDENT'S care.

2. The RESIDENT will be charged separately for these services as determined by the provider.

3. The RESIDENT can elect to use the services or supplies provided by outside vendors at their own expense by mutual agreement between the RESIDENT or REPRESENTATIVE and the FACILITY. The FACILITY is under no obligation to provide transportation or coordination of services for these outside vendors or healthcare professionals.

C. ADJUSTMENTS TO COVERED SERVICES.

The FACILITY may modify the services provided under this Agreement upon thirty (30) days written notice, provided that the services do not fall below the standards established by the New Jersey Department of Health and Senior Services and the U.S. Department of Veterans Affairs.

SECTION III: ADMISSION, TRANSFER, AND DISCHARGE

A. ADMISSION.

1. The FACILITY does not discriminate in its admission policy on the basis of race, religion, gender, marital status, sexual preference, national origin, or handicap.

2. The RESIDENT will be admitted to the FACILITY only if the RESIDENT meets the admission policies and criteria that the FACILITY has adopted, including completing all financial disclosure forms, has executed this Admission Agreement, and the FACILITY has an available, suitable opening. Applicants will be admitted at the time when a suitable bed becomes available in accordance with the New Jersey Administrative Code (N.J.A.C.) 5A:5 waiting list policy.

3. An admission will not be offered or scheduled until the Admission Agreement has been signed by the RESIDENT and/or proper REPRESENTATIVE, Notarized and returned to the FACILITY.

4. The RESIDENT agrees that the admission and continued residence in the FACILITY is contingent upon submission by the RESIDENT, and acceptance by the FACILITY, of an accurate disclosure of the RESIDENT'S assets and income at the time of application, admission, and on an annual basis thereafter.

5. If the RESIDENT has applied for direct admission to the FACILITY under Medicare coverage, the Medicare admission forms and notices shall be completed, attached hereto, and made part of this Agreement.

B. TRANSFERS AND DISCHARGES.

1. The **FACILITY may transfer or discharge** the RESIDENT from the FACILITY, **with thirty (30) days prior notice** (except as provided below) to the RESIDENT and/or to the REPRESENTATIVE, in the following instances:

a. The transfer or discharge is necessary for the RESIDENT'S safety and welfare as the RESIDENT'S health care needs exceed the capacity of the FACILITY;

b. The RESIDENT'S health has improved and the RESIDENT no longer needs the services provided by the FACILITY;

c. The RESIDENT'S condition or behavior poses a significant risk to the safety and/or health of the RESIDENT or other RESIDENTS within the FACILITY;

d. The RESIDENT and/or the REPRESENTATIVE have failed, after reasonable and appropriate notice, to pay sums due to the FACILITY, or to cause to have Medicare or another governmental or private funding source pay for the FACILITY'S services;

e. The FACILITY is ordered by state, federal, or local government authorities to discharge the RESIDENT; or

f. The FACILITY ceases to operate.

2. The FACILITY may immediately transfer or discharge the RESIDENT, with prior notice to the RESIDENT and/or the REPRESENTATIVE, under the following circumstances:

a. The RESIDENT'S condition or behavior poses an immediate and serious risk to the safety and/or health of the RESIDENTS in the FACILITY;

b. An immediate transfer or discharge is required to a hospital or other level of care based upon the RESIDENT'S urgent medical needs, safety, or health;

c. The RESIDENT has not resided in the FACILITY for thirty (30) days; or

d. Pursuant to order or requirement of the state, federal, or local government.

C. TEMPORARY TRANSFER and BED HOLD POLICY.

FACILITY agrees to reserve a bed for a RESIDENT who is admitted to a hospital or another health care facility offering a higher level of care in accordance with the FACILITY'S Bed Hold Policy, as set forth in the accompanying Residents Handbook. The RESIDENT and/or the REPRESENTATIVE agree to notify the FACILITY in writing of any change in status that would prevent the RESIDENT from returning to the FACILITY. Until such written notice is received and the Health Care Unit bed is fully vacated, the RESIDENT and/or REPRESENTATIVE will be responsible for those charges as set forth in the Bed Hold Policy.

D. TRANSFER WITHIN FACILITY.

Based upon a change in the RESIDENT'S Plan of Care following a review by a physician and assessment of the RESIDENT by nursing staff, the RESIDENT may be relocated to another floor or area of the FACILITY at the sole discretion of the FACILITY. Reasonable notice under the circumstances will be provided to the RESIDENT and/or to his/her REPRESENTATIVE prior to such transfers.

E. SPECIALIZED LONG TERM CARE SERVICES.

The FACILITY does not provide Specialized Long Term Care in its Health Care Unit. Specialized Long Term Care is defined as the care of individuals who must use a respirator or mechanical ventilator, and the care of RESIDENTS with severe behavior management problems, such as combative, aggressive, and disruptive behaviors. RESIDENTS who require Specialized Long Term Care may not remain in the FACILITY and shall be transferred to a long term care facility that provides the applicable form of Specialized Long Term Care.

F. RIGHT OF APPEAL.

The RESIDENT shall have the right of appeal, in writing, to the FACILITY'S Chief Executive Officer (CEO) of any notice of involuntary discharge. 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 noted. The RESIDENT has the right to retain legal counsel to appeal. Final decisions will be made by the Director, Division of Veterans Healthcare Services.

SECTION IV: MEDICAL, HOSPITAL, AND PHARMACY SERVICES

A. CHOICE OF MEDICAL CARE AND SERVICES.

1. The FACILITY is responsible to assure the delivery of high quality medical care to all RESIDENTS. Therefore the FACILITY is responsible for assigning healthcare professionals for RESIDENTS.

2. The RESIDENT acknowledges that FACILITY policy, therefore, requires medical, dental, and podiatry services to be provided by licensed professionals who are affiliated with the FACILITY through appointment by the FACILITY'S Medical Director.

3. Upon admission, the RESIDENT will be assigned a Physician affiliated with the FACILITY. However, if the RESIDENT elects to use a private physician by mutual agreement between the RESIDENT or REPRESENTATIVE and the FACILITY, the FACILITY is not obliged to cover expenses for that physician and is under no obligation to provide transportation or coordination of services for private physician visits.

4. In the event the RESIDENT'S attending or designated physician is unavailable when necessary, such as in an emergency, the FACILITY will summon an affiliated or otherwise qualified physician to respond to the RESIDENT'S medical needs.

C. HOSPITALIZATION.

The FACILITY will arrange, at the RESIDENT'S expense, for transfer of the RESIDENT to the hospital of the RESIDENT'S choice when feasible, when ordered by the RESIDENT'S physician.

D. USE OF FACILITY PROVIDER PHARMACY.

1. The RESIDENT understands and acknowledges that it is the policy of the FACILITY that all pharmacy services will be provided through the FACILITY'S provider pharmacy. The RESIDENT agrees that in accordance with the FACILITY'S policy, all pharmacy services provided to the RESIDENT shall be through the FACILITY'S provider pharmacy as designated by the Chief Executive Officer (CEO).

2. If, within 30 days of admission, the RESIDENT is not enrolled in a Medicare Part D Prescription Drug Plan [PDP] (if eligible) or provides documentation of Creditable Coverage, then the RESIDENT assumes the costs for all the pharmacy requirements and the coordination required for the delivery of those medications.

SECTION V: FINANCIAL ARRANGEMENTS

A. FEES.

1. Basic Charges.

The RESIDENT and/or the REPRESENTATIVE agrees to pay from the RESIDENT'S income and resources the FACILITY'S basic Daily Care Rate, which includes the cost of the Covered Services, including nursing care, dietary services, room and board, and any additional costs of services outlined in Section II. The RESIDENT and the REPRESENTATIVE agrees to pay any additional costs of services as set forth in Section II. B and Section V. paragraph A 3 and 4 herein. The FACILITY shall bill the resident and/or REPRESENTATIVE monthly. Payment is expected upon receipt of invoice. The FACILITY reserves the right to change its basic Daily Care Rate upon thirty (30) days advance notice.

2. Medicare, Long-Term Care Insurance, or Other Governmental Benefits Coverage.

If the RESIDENT is covered by Medicare or Long-Term Care Insurance or other governmental funding source, the RESIDENT and/or the REPRESENTATIVE agrees to cause Medicare or the Long-Term Care Insurance or other governmental funding source to pay for the RESIDENT'S care at the then-applicable Medicare or Daily Care Rate. The RESIDENT is responsible for payment of all co-pays and deductibles that may apply as described below in Paragraph B of this Section.

3. Cost of Ancillary Health Care Services.

If Ancillary Services are not covered by Medicare or Long-Term Care Insurance, or other governmental funding source, the RESIDENT and/or the REPRESENTATIVE agrees to pay charges for Ancillary Services directly to the provider of such services from the RESIDENT'S income and resources, which includes, but is not limited to, the following:

a. Physician services;

b. All diagnostic and laboratory tests and other tests and treatments ordered by a physician;

c. Hospital charges, including emergency room visits;

d. Medicines, eye glasses, hearing aides, and other medical supplies and appliances such as oxygen, specialty beds and dietary supplements, and incontinence supplies and services (except those provided at no charge to all RESIDENTS);

e. Dental, surgical, optical, chiropractic, therapy, podiatry, and psychiatry services;

f. Certified Nurses' Aide or Companion;

g. Ambulance or other transportation the RESIDENT may require; and

h. Hospice Services.

4. Additional Services and Items.

The RESIDENT and/or the REPRESENTATIVE agree to pay from the RESIDENT'S income and resources for the cost of additional services and items upon the receipt of a bill from the FACILITY. Additional Services and Items include, but are not limited to, the following:

a. Cable television, if applicable,

b. Private telephone, if applicable;

c. Personal services such as beautician and barber services;

d. Guest meals, tray service, and non-therapeutic special alternative foods;

e. Personal clothing and reading materials;

f. Social events, entertainment, and trips outside the scope of the FACILITY activities program; and

g. Personal cosmetic, grooming, and comfort items not reimbursed by Medicare.

5. Late Fees and Collection Fees.

The FACILITY reserves the right to charge 1.5 percent interest per month on any unpaid balance. The "past due unpaid balance" shall be any payment which is not received within thirty (30) days of the billing date. In the event that any account shall remain unpaid after thirty (30) days or more after billing, and should the services of a collection agency or an attorney be used to collect the account, the RESIDENT and/or the REPRESENTATIVE shall pay from the RESIDENT'S income and resources the reasonable cost of collection and/or attorney's fees and costs.

B. THIRD PARTY REIMBURSEMENT.

1. Liability for Third Party Insurance Decisions.

The Centers for Medicare and Medicaid Services (CMS) administers the Medicare Program through a fiscal intermediary. Any of the RESIDENT'S other third party insurance carriers are independently administered. The RESIDENT and/or the REPRESENTATIVE acknowledge that the FACILITY is not responsible for any decisions or actions of these agencies or entities in administering any benefits that the RESIDENT may or may not be entitled to. Nothing in this agreement shall eliminate, refuse, or deny the RESIDENT'S or the FACILITY'S rights to participate in any financial assistance program sponsored or underwritten by any governmental agency, be it Federal, State, County, or Municipal, or combination thereof.

2. Resident's Duty to Inform.

The RESIDENT and/or the REPRESENTATIVE shall have the duty to promptly inform the FACILITY'S Chief Executive Officer (CEO) of anticipated eligibility and/or change in eligibility for other third party reimbursement such as Medicare, Long-Term Care Insurance, etc.

3. Resident's Duty to Apply for Veterans Administration Benefits.

The RESIDENT and/or the REPRESENTATIVE shall apply promptly for eligibility and benefits under the U.S. Department of Veterans Affairs (DVA) as soon as the RESIDENT appears to meet such program's eligibility requirements.

4. Medicare Benefits.

   a. If the RESIDENT is eligible for benefits under the Medicare Program, certain skilled nursing home services may be covered by Medicare. The RESIDENT may request that the FACILITY bill Medicare Part A for covered services and that payment of authorized Medicare benefits be made on the RESIDENT'S behalf to the FACILITY. It is understood that Medicare Part A requires a co-payment per day after the 20th day and through the 100th day, and that this amount will change yearly. If the RESIDENT'S stay at the FACILITY is covered by Medicare, the RESIDENT is responsible for payment of items and services not covered by Medicare after they have been requested and received.

b. Medicare coverage is not guaranteed and the RESIDENT has the right to appeal if coverage is denied. If the FACILITY has notified the RESIDENT that Medicare coverage is not available and the RESIDENT or REPRESENTATIVE requests that a bill be submitted to Medicare anyway and Medicare denies coverage, it is agreed that the RESIDENT is responsible and will pay for charges for the entire duration of the RESIDENT'S stay at the FACILITY. If Medicare coverage is allowed on appeal, the RESIDENT'S account will be credited.

c. If the RESIDENT also participates in the Medicare Program, Part B, for physical, occupational, or speech therapy or other billable charges, the RESIDENT agrees to pay the required deductible if the deductible has not already been met, and it is agreed by the RESIDENT to pay any applicable co-insurance.

5. Facility Acceptance of Benefits and Additional Charges.

In the event the RESIDENT is found to be eligible for benefits under the Medicare program and is entitled under this program to have payment made for some or all of the items and services provided by the FACILITY, the FACILITY agrees to accept the payment from this program, plus any related co-insurance and deductible amounts owed by the RESIDENT as payment in full for the items and services covered thereunder. However, payments for any additional non-covered services are the responsibility of the RESIDENT and/or the REPRESENTATIVE from the RESIDENT'S income and resources for payment thereof in accordance with this Agreement.

6. Facility's Authorization to Apply for Resident's Benefits.

If the RESIDENT and/or the REPRESENTATIVE fails to apply promptly for Medicare and/or governmental benefits or supplemental insurance, the FACILITY is authorized in its sole discretion to prepare all necessary forms and documents for the RESIDENT'S or the REPRESENTATIVE'S signature, which the RESIDENT or the REPRESENTATIVE shall not unreasonably withhold, and to submit such documents to the appropriate government agencies for a determination of the RESIDENT'S eligibility for such benefits.

C. MORTGAGE AGREEMENT.

1. In the event that a RESIDENT or REPRESENTATIVE fails to pay the cost of care as herein provided, the FACILITY reserves the right to secure a lien for that amount against real estate owned by the RESIDENT through established State fiscal procedures.

2. In the event that the RESIDENT'S ability to pay the cost of care as herein provided is dependent upon the sale of any real estate owned by the RESIDENT, the RESIDENT and/or the REPRESENTATIVE hereby agrees, at the time of admission, to enter into serious discussions with the FACILITY pertaining to a Note and Mortgage upon the real estate owned by her/him, other than the primary residence, to secure any amounts owed to the FACILITY by the RESIDENT presently due, or to become due in the future.

D. REFUNDS.

1. Payment of Refunds by Facility.

   a. Any refund to which the RESIDENT is entitled pursuant to the terms of this Agreement shall be pro-rated on a daily basis and shall be paid within sixty (60) days of the date of move-out or upon the presentation of a Surrogate's Order of Death or similar documentation.

   b. Any unclaimed RESIDENT funds or valuables will be held in escrow for three (3) years, upon which time they will revert to the FACILITY'S Welfare Fund.

2. Outstanding Charges.

Prior to making any refund, the FACILITY may retain any unused portion of any funds in the FACILITY'S trust for outstanding charges and damages to the FACILITY by the RESIDENT. Written notice of deductions from the refund amount will be given to the RESIDENT and/or REPRESENTATIVE.

SECTION VI: REPRESENTATIVE

A. LEGAL RESPONSIBILITY OF THE REPRESENTATIVE.

It is understood that the REPRESENTATIVE has consented to act on behalf of the RESIDENT if and when it becomes necessary. Said REPRESENTATIVE hereby agrees to the terms and conditions contained herein and shall act accordingly in the event that the RESIDENT is unable to act on her/his own behalf. It is further understood by all parties to this Agreement that the RESIDENT'S REPRESENTATIVE, whether a legal REPRESENTATIVE or Responsible Party, shall be responsible for the following:

1. Prompt payment of the costs of the RESIDENT'S care from the RESIDENT'S income and resources.

2. The filing of complete and accurate annual financial disclosures.

3. The making of applications for third party Medicare or other benefits on a timely basis.

4. If the designated REPRESENTATIVE is no longer willing or able to act, the RESIDENT will designate a successor REPRESENTATIVE. If the RESIDENT refuses to or is unable to appoint a successor REPRESENTATIVE for any reason, she/he hereby authorizes the FACILITY, at the RESIDENT'S expense, to apply to a court of competent jurisdiction for the appointment of a Legal Representative who will serve as a Conservator or Guardian of the RESIDENT'S personal estate. Under no circumstances shall the FACILITY or any director, manager, employee thereof, other than a relative of the RESIDENT, be considered eligible to act as a REPRESENTATIVE.

5. Neither a Legal Representative nor a Responsible Party is required to assume any personal financial liability by signing this Agreement. The REPRESENTATIVE agrees and is responsible to use their legal access to, or physical control of, the RESIDENT'S available income or resources to pay for the care and services provided to the RESIDENT by the FACILITY.

B. BREACH OF REPRESENTATIVE'S LEGAL OBLIGATIONS.

1. The REPRESENTATIVE is personally responsible for compliance with all the terms of this Agreement, and acknowledges that if the FACILITY has reasonable cause to believe the REPRESENTATIVE is not acting in the best interest of the RESIDENT, or is exploiting the RESIDENT'S resources for personal gain, the FACILITY may report the REPRESENTATIVE to the Ombudsman for the Institutionalized Elderly or other law enforcement authorities.

2. The REPRESENTATIVE **acknowledges that he/she may be held personally liable for amounts due to the FACILITY for failure to fulfill the REPRESENTATIVE'S fiduciary duties** under this Agreement or under the law, and that there may be civil or criminal liability for such violations under the law.

SECTION VII: ADVANCE DIRECTIVE

1. The rights of all RESIDENTS to participate in making their own health care decisions, including the right to decide whether to accept or refuse life-prolonging measures or other treatments, is supported by the FACILITY. The RESIDENT has a right to appoint a health care representative to represent her/him regarding her/his health care in the event she/he is unable to do so personally, or to prepare an Advance Directive which clearly expresses his/her wishes regarding health care decisions. The RESIDENT acknowledges that she/he has been provided with written information by the FACILITY regarding these rights, a copy of which is contained at Part 15 of the Application for Admission, and that they have a right to request assistance from the FACILITY in obtaining additional information. The FACILITY cannot and does not provide legal advice in the preparation of these documents.

2. In the absence of the ability for self determination, a living will or a designated health care representative, the Chief Executive Officer (CEO) of the FACILITY may make decisions pertaining to the RESIDENT in life threatening situations.

3. With the exception of the FACILITY CEO, under no circumstances shall any FACILITY director, manager, employee thereof, other than a relative of the RESIDENT, be considered eligible to act as a health care REPRESENTATIVE.

SECTION VIII: RIGHTS OF RESIDENTS

The rights of the RESIDENT under this Agreement are those stated herein and as found in the Resident Bill of Rights in the Residents Handbook, which the RESIDENT acknowledges as having received. It is further understood that while the Resident Bill of Rights is intended to be consistent with all State and/or Federal statutes and regulations, that any amendments or clarifications to those statutes and/or regulations would supersede the Resident Bill of Rights and be applicable to this Agreement. The RESIDENT rights under the law of this Agreement do not include any proprietary interests (ownership) in the property or assets of the FACILITY.

SECTION IX: RIGHT OF ENTRY

The RESIDENT understands that employees of the FACILITY may have access and enter the RESIDENT'S room on a 24-hour basis to provide health care and personal care services, and/or to perform housekeeping or maintenance tasks. Wherever possible and appropriate, FACILITY staff will attempt to give reasonable notice to the RESIDENT of such entry in order to promote their privacy and dignity.

SECTION X: DISPOSITION OF PROPERTY ON DISCHARGE OR DEATH OF THE RESIDENT

A. OUTSTANDING CHARGES.

Upon discharge, permanent transfer, or death of the RESIDENT, her/his outstanding debts due the FACILITY shall be paid by the RESIDENT'S estate or her/his REPRESENTATIVE.

B. DISPOSITION OF PROPERTY ON DISCHARGE OR DEATH OF THE RESIDENT.

Upon discharge or death of the RESIDENT, the FACILITY will use ordinary care in safeguarding the RESIDENT'S property, and has the right to remove and store the property. The contents of the RESIDENT'S room will be released to the REPRESENTATIVE or to the person designated in the RESIDENT'S Will or appointed as Executor or the Administrator of the Estate. The FACILITY reserves the right to require presentation of a Surrogate's Certificate or Affidavit of Next of Kin to the Chief Executive Officer (CEO).

SECTION XI: RULES, REGULATIONS, AND POLICIES

A. The RESIDENT shall comply fully with all governmental laws and regulations, the provisions of this Agreement, and the FACILITY rules, regulations, policies, and procedures as set forth in the Resident Handbook, as a condition of residency.

B. A Resident Handbook is provided with this agreement for review prior to signing. The Resident Handbook may from time to time be changed, altered, or amended, and the FACILITY reserves the right to do so in the future, in accordance with requirements of law.

SECTION XII: TERMINATION OF AGREEMENT

A. The discharge of the RESIDENT or termination of the Agreement shall in no way affect, modify, or reduce any accrued charges or fees owed on the RESIDENT'S account prior to the effective date of the discharge or the termination.

B. DEATH OF RESIDENT.

This agreement terminates upon death of the RESIDENT. All obligations of the FACILITY and RESIDENT under this Agreement will cease at that time, except as provided in Section X above.

C. TERMINATION BY THE FACILITY.

The Homes may terminate this Agreement and discharge the RESIDENT as provided in Section III. B, herein.

D. TERMINATION BY THE RESIDENT.

This Agreement may be terminated by the RESIDENT, provided she/he gives the FACILITY written notice of her/his desire to terminate same. Termination of this Agreement by the RESIDENT is effective on the date of signature and relieves the FACILITY of all healthcare responsibilities at that time. On the date of signing the Termination of the Agreement, the RESIDENT will be discharged from the FACILITY.

SECTION XIII: INDEMNIFICATIONS AND WAIVERS

A. PERSONAL PROPERTY WAIVER.

The FACILITY will take reasonable precautions to assure the security of the RESIDENT'S property, and will also provide locked space in order to secure the RESIDENT'S valuables. The FACILITY does not assume responsibility for reimbursement of the RESIDENT'S personal belongings, clothing, valuables, or money that are lost, damaged, or stolen, except as may be caused by negligent acts or omissions of the FACILITY or its employees acting within the scope of their employment, or for those items the RESIDENT has deposited with the FACILITY for safekeeping in accordance with the FACILITY'S procedures.

B. INDEMNIFICATION OF FACILITY

The RESIDENT is responsible to pay for any damages to property or personal injuries caused by the RESIDENT to other persons, RESIDENTS, or staff.

C. RESIDENT EGRESS FROM FACILITY.

The FACILITY is not a “locked door” facility, and as such, RESIDENTS are permitted to come and go from the FACILITY unless contraindicated in the RESIDENT’S plan of care. However, the RESIDENT is required to notify the staff whenever leaving the FACILITY. The FACILITY cannot be responsible for the RESIDENT’S safety or well-being while outside the FACILITY on his/her own, when such decision is voluntarily made and in accordance with the RESIDENT’S plan of care. By signing this Agreement, the RESIDENT agrees to release and hold harmless the FACILITY from any claims for injuries or damages sustained while the RESIDENT is voluntarily outside the FACILITY, with the exception of FACILITY sponsored trips and/or activities.

SECTION XIV: MEDICAL RECORDS

A. MAINTENANCE OF RECORDS

The FACILITY shall maintain personal and medical records concerning the RESIDENT pursuant to the requirements of state and federal law and to assist FACILITY employees in meeting the health and personal care needs of the RESIDENT.

B. CONFIDENTIALITY AND AUTHORIZATION FOR RELEASE OF RECORDS

The RESIDENT authorizes the FACILITY to make the RESIDENT’S records available to staff for the purpose of determining appropriateness and level of care, and to develop RESIDENT care plans. The RESIDENT authorizes the release of his/her records to any other health care provider to which the RESIDENT is transferred or to a physician from whom the RESIDENT receives treatment, and to FACILITY liability carrier(s), legal counsel, third-party payor(s), authorized government agencies, or as required by law. The RESIDENT’S records otherwise shall remain confidential.

SECTION XV: MISCELLANEOUS

A. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of New Jersey and specifically New Jersey Administrative Code 5A:5 and the U.S. Department of Veterans Affairs.

B. REPRESENTATION.

The RESIDENT’S application forms, financial statements, and health history are a part of this Agreement. Any material omission or misrepresentation in connection with any of these shall render this Agreement void at the option of the FACILITY.

C. GRIEVANCE PROCEDURE AND DISPUTE RESOLUTION.

If the RESIDENT and/or REPRESENTATIVE believe that the RESIDENT'S rights have been or are being violated, the RESIDENT and/or the REPRESENTATIVE may make his/her complaint(s) known to the FACILITY'S Chief Executive Officer (CEO). A Grievance Form is available from the FACILITY. The RESIDENT, REPRESENTATIVE, and the FACILITY agree to resolve any disputes, controversies or defaults arising under or pursuant to this Agreement in accordance with the grievance procedures as described in the Residents Handbook.

D. ARBITRATION

All disputes not resolved under the Grievance Procedure or Dispute Resolution procedures above shall be submitted to the Director, Division of Veterans Healthcare Service, New Jersey Department of Military and Veterans Affairs, for review and final determination.

E. MODIFICATIONS.

The FACILITY reserves the right to modify unilaterally the terms of this Agreement to conform to changes in law or the regulations promulgated thereunder. The FACILITY will give the RESIDENT and/or the REPRESENTATIVE, written notice of any such modifications.

F. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the parties, their heirs, legal representatives, successors, and assigns. The RESIDENT and/or REPRESENTATIVE may not assign this Agreement.

G. SEVERABILITY.

The various provisions of this Agreement shall be severable from one another. If any provision of this Agreement is found by a Court or Administrative body of proper jurisdiction and authority to be invalid, the other provisions shall remain in full force and effect as if the invalid provisions had not been a part of this Agreement.

H. ENTIRE AGREEMENT.

This Agreement represents the entire understanding between the parties, and supersedes all previous representations, understandings or Agreements, oral or written, between the parties.

SECTION XVI: CERTIFICATION

The RESIDENT and the RESIDENT'S REPRESENTATIVE, by signing this Admission Agreement, certify that they have read this entire Admission Agreement and understand it fully.

IN WITNESS WHEREOF, the RESIDENT and the REPRESENTATIVE, if applicable, have executed this Admission Agreement the day and year written below:

RESIDENT:	**REPRESENTATIVE:**
Signature:_____	Signature:_____
Name: _____ PRINT	Name: _____ PRINT
Address: _____	Address: _____
_____	_____
Date: _____	Date: _____

NOTARY PUBLIC WITNESS:

SWORN AND SUBSCRIBED TO ME ON THIS:

_____DAY OF _____ YEAR OF _____.

NOTARY PUBLIC SIGNATURE: (AFFIX SEAL)

_____

The section below is only for the use of New Jersey Veterans Memorial Home staff members.

N.J. VETERANS MEMORIAL HOME at **PARAMUS - MENLO PARK - VINELAND** (circle)

Signature: _____

Name (print): _____

Title: _____

Date Received: _____

05-02-007A Revised: May 2009