

**GARVEY MANOR
REPRESENTATIVE AGREEMENT**

This Representative Agreement is made between Garvey Manor (hereinafter "Home") and (print) _____, residing at _____, the legal representative or personal representative (hereinafter "Representative") of the Resident, (print) _____, (hereinafter "Resident").

WHEREAS, the Representative and the Home enter into this Agreement to facilitate the provision of care to the Resident.

WHEREAS, the Representative is the Guardian or Agent under a valid Power of Attorney for the Resident (a copy of the applicable Court Order or Power of Attorney on which Representative's authority is based shall be attached to this document), or otherwise authorized by Resident to serve as Resident's Representative.

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

THEREFORE, Home and Representative agree to the following terms and conditions:

1. Representative affirms that the information provided in the Application Agreement and related documents are true, complete, and correct to the best of his or her knowledge. Representative acknowledges that the submission of any false information, misrepresentation or lack of disclosure may result in the termination of the Nursing Home Admission Agreement hereinafter "Admission Agreement") and may result in the discharge of the Resident from the Home at the Resident and/or Representative's expense. Representative affirms that he or she has not arranged or participated in or has any knowledge of a transfer of any of the Resident's assets including, but not limited to, gifts for less than fair market value within the last five (5) years. Whenever requested by the Home, Representative will update the financial information previously provided regarding the Resident.

2. If the Resident selects a Representative, then said Representative shall sign this Agreement and the Admission Agreement in recognition of this designation with the intent to be legally bound by this Agreement and the Admission Agreement. The Representative shall be obligated to fulfill the duties on behalf of the Resident imposed by the Admission Agreement in accordance with the law governing fiduciary duties. The Home may petition a court to appoint a Guardian and take other legal action if Home reasonably believes that the Resident's needs are not being properly met or the duties imposed by the Admission Agreement are not being fulfilled by the Representative. Resident, Resident's estate, or Representative shall pay the cost of such Guardianship proceedings, including attorney's fees.

3. 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 Home. The Representative shall provide payment from Resident's income and resources for such care. Representative shall apply Resident's income and resources to the costs and charges incurred during Resident's stay unless and until such costs are paid by private insurance or other benefits such as Medicare, Veteran's Health Insurance, or Medical Assistance. When Resident's financial resources warrant it, Representative shall take any and all action necessary and appropriate to initiate, make and conclude application for Medical Assistance benefits on behalf of the Resident, including providing all necessary documentation, complying with deadlines and pursuing all necessary appeals. Representative shall exercise diligent efforts in the application and appeal processes to assure continued benefits from any third party or government payor. Representative shall utilize Resident's income and resources only for Resident and shall not utilize any of Resident's income or resources for Representative's benefit nor transfer any of Resident's real property except for proceeds at fair market value for the benefit of Resident.
4. Representative is obligated to pay Home from Resident's financial resources for services and supplies provided to Resident in accordance with the Admission Agreement. If the Representative withholds or misappropriates Resident's financial resources for personal use or gifts, or otherwise does not use the Resident's financial resources to fulfill Resident's financial obligations to the Home for services and supplies provided to Resident in accordance with the Admission Agreement, then Representative shall be held liable for payment, but only up to the amount of the Resident's financial resources.
5. If Resident becomes unable to pay the charges for nursing facility care due to depletion of Resident's financial resources, Representative shall timely assist Resident in the preparation, completion and submission of Resident's application for Medical Assistance benefits and, if applicable, file an appeal of a determination of ineligibility. If the Home, in its sole discretion, decides to assist in the Medical Assistance application, Resident and Representative are still fully obligated to initiate, make and complete the Medical Assistance Application. The Home's assistance in the Medical Assistance application process does not waive Resident's or Representative's duty or responsibility to timely complete and submit a Medical Assistance application if the Resident's financial resources become insufficient to pay amounts under the Admission Agreement. Representative shall provide all information and documentation requested by the County Assistance Office. Upon the Home's request, the Representative shall execute an authorization for the Home to obtain Resident's financial information for the purposes of securing Medical Assistance benefits, pursuing a hardship waiver, and bringing Resident's account current. If Resident is determined to be ineligible for Medical Assistance as a result of the Representative's failure to meet the obligations set forth in this paragraph, then the Home may terminate the Admission Agreement for non-payment, Resident may be discharged for non-payment, and Representative shall be liable for any losses sustained by the Home as a result of such failure.

6. In the event Resident applies for Medical Assistance benefits, the Representative shall pay the applicable Patient Pay amount monthly to the Home. The Patient Pay amount is determined by the Department of Human Services ("DHS"). The Representative, at the request of the Home and to the extent permitted by law, shall immediately sign over and/or designate the Home as the representative/designated payee for any income available to Resident in an amount not to exceed the Patient Pay Amount as determined by DHS. Representative should take whatever action as may be necessary to insure that such payments are made directly to the Home.
7. Representative is also obligated to pay Home for all losses or damages incurred by Home resulting from the failure of the Representative to fulfill his/her duties under the Admission Agreement or this Agreement. In the event that Home initiates any legal actions or proceedings to collect payments due from Resident and Representative under this Agreement, or to enforce Representative's obligations under the Admission Agreement, then Resident and Representative shall pay all damages, attorney's fees and costs incurred by Home in pursuing the enforcement of Resident's and/or Representative's financial or other obligations under the Admission Agreement. Such damages, fees, and costs may include, in the discretion of Home, an amount equivalent to revenue lost by Home due to Representative's failure to timely submit or complete a Medical Assistance application or to cooperate with the DHS in the Medical Assistance eligibility determination.
8. 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.
9. Representative is obligated to perform all provisions in the Admission Agreement related to Representative.
10. This Agreement shall bind Representative and Representative's executors, heirs, administrators and assigns, and the benefits hereof shall inure to Home, its successors and assigns.
11. The Representative acknowledges that her or she has received a copy of the Admission Agreement and understands the terms and conditions contained therein.
12. Representative acknowledges he or she has reviewed this Representative Agreement and understands the information set forth herein.

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

Resident's Representative

GARVEY MANOR

By: _____

Revised 09/19