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ADMISSION AGREEMENT



**ST. JOHNSVILLE REHABILITATION
AND NURSING CENTER, INC.
7 TIMMERMAN AVENUE
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TABLE OF CONTENTS

1. Description of Parties	1
1.1 The Parties	1
1.2 Definitions.....	1
2. Who Must Sign This Agreement.....	2
3. Representative’s Personal Obligations.....	2
4. Truth of Statements to Facility.....	3
5. Routine Services	3
5.1 Physician and Dental Services.....	3
5.2 Pharmaceutical Services.....	4
5.3 Nursing Services	4
5.3 Social Services	4
5.5 Dietary Services.....	4
5.6 Residential Services.....	5
5.7 Religious Services.....	5
5.8 Housekeeping and Laundry Services.....	5
5.9 Therapy Services.....	6
5.10 Activities Services.....	6
6. Ancillary and Personal Supplies and Services.....	6
6.1 Payments for Additional Medical Charges.....	6
6.2 Payment for Resident’s Personal Needs and Expenses.....	7
7. Financial Arrangements.....	7
7.1 Private Pay Residents.....	7
7.1.1 Basic Daily Rate.....	7
7.1.2 Extra Services and Supplies.....	8
7.2 Rate Adjustment.....	8
7.3 Timely Obligation to Pay.....	8
7.3.1 Late Charges and Interest.....	8
7.3.2 Collection Fees.....	8
7.3.3 Discharge.....	9
7.4 Private Insurance Coverage.....	9
7.5 Facility’s For-Profit Status.....	9
7.6 Returned Checks.....	9
7.7 Payment for Residents Who Cannot Manage Their Own Finances.....	9

- 8. Medicare and Medicaid Programs.....10
 - 8.1 Participation in Programs.....10
 - 8.2 Actions of Medicaid and Medicare Agencies.....10
 - 8.3 Medicaid Benefits.....10
 - 8.3.1 Disclosure and Cooperation Obligations of Residents.....10
 - 8.3.2 NAMI Obligation of Residents.....10
 - 8.3.3 Management of Monthly Income.....11
 - 8.3.4 Determination of Eligibility.. 11
 - 8.3.5 Authorization to Apply for and/or Appeal (Medicaid).....11
 - 8.4 Medicare Benefits.....12
 - 8.4.1. Part A and Part B Benefits.....12
 - 8.4.2 Extent of Services Reimbursed.....12
 - 8.4.3 Obligations of Resident.....12
 - 8.4.4 Non-Covered Services.....12
- 9. Medicare Advantage Plan/Medicare Replacement Plan.....12
 - 9.1 Participation in Medicare Advantage Plan/Medicare Replacement Plan.....12
- 10. Managed Care Organizations.....13
 - 10.1 Participation in Managed Care Organizations.....13
 - 10.2 Enrollment in a Managed Care Organization.....13
 - 10.3 Actions of Managed Care Organization.....13
 - 10.4 Obligations of Resident.....13
 - 10.5 Withdrawal from Participation in the Managed Care Organization.....13
 - 10.6 Notice of Change in Insurance Coverage.....13
- 11. Nondiscrimination.....14
- 12. Resident Rights.....14
- 13. Refusal of Services.....14
- 14. Medical Care Authorizations.....14
- 15. Chemical/Physical Restraints and Protective Devices.....15
- 16. The Resident’s Duties and Grievances.....15
 - 16.1 Facility’s Rules and Regulations.....15
 - 16.2 Grievances.....15
- 17. Visitors, Companions, Sitters and Private Duty Nurses.....16

18.	Resident Personal Funds.....	16
18.1	Personal Funds Account.....	16
18.2	Refund.....	16
19.	Personal Property.....	16
19.1	Valuables and Personal Items.....	16
19.2	Disposition and Storage upon Resident's Death.....	17
19.3	Disposition and Storage upon Resident's Transfer or Discharge.....	17
20.	Mail.....	17
21.	Use of Photographs and Visual and/or Audio Recordings for Identification, Security and/or other Health Care Purposes.....	18
22.	Release for Publication of Photographs, Visual and/or Audio Recordings And Other Representations.....	18
23.	Resident's Records.....	18
23.1	Confidentiality.....	18
23.2	Consent to Disclosure by Facility.....	18
23.3	Resident Access	18
24.	Retention, Transfers and Discharges	19
24.1	Admission and Retention.....	19
24.2	Involuntary Discharge.....	20
25.	Re-Admission/Bed Hold Policy.....	20
25.1	Private Pay Residents.....	20
25.2	Medicaid Residents.....	20
25.3	Medicare Residents	20
26.	Miscellaneous Provision.....	21
26.1	Sole Agreement.....	21
26.2	Waiver.....	21
26.3	Indemnification.....	21
26.4	Binding Obligations.....	21
26.5	Incidents Beyond the Control of Facility.....	21
26.6	Acknowledgement.....	22
26.7	Governing Law and Forum of Dispute Resolution.....	22
26.8	Assignment.....	22
26.9	Counterparts.....	22

ADMISSION AGREEMENT

The parties hereto on this ____ day of _____ 20____ agree to all terms and conditions contained in this Admission Agreement (the "Agreement"). Further, at request of Resident, beginning on this ____ day of _____ 20____, Facility shall admit Resident and shall provide Facility's reasonable and customary nursing home services specified herein to Resident until the date of Resident's discharge. Resident agrees to pay for all services provided by Facility pursuant to the terms and conditions set forth in this Agreement and at Facility's prevailing prices as reasonably adjusted from time to time.

This Agreement, by and among the parties listed below, is a legally binding contract that creates rights and obligations for each person or party signing the Agreement, including each party's heirs, executors, administrators, distributes, successors and assigns. Please read the Agreement carefully before you sign in it. If you do not understand any part of this Agreement, you should not sign it until you do. You are encouraged to have this Agreement reviewed by an attorney and/or any other advisor before deciding whether to agree to its terms by signing below.

1. DESCRIPTION OF PARTIES

1.1 The parties to this Agreement are:

St. Johnsville Rehabilitation and Nursing Center, Inc. ("Facility")

_____ ("Resident")

_____ ("Representative")

1.2 *Definitions:*

- (a) The "**Resident**" is the person being admitted to the Facility.
- (b) The Resident's **Representative** may be an "**Agent**," a "**Guardian**," or a "**Surrogate**."
- (c) An "**Agent**" is a person designated by Resident in a document such as a living will or a durable power of attorney for health care who may make health care decisions on behalf of the Resident.
- (d) A "**Guardian**" is a person appointed by a court as a guardian or conservator of the Resident to make health care decision(s) on behalf of the Resident.
- (e) A "**Surrogate**" is a person, other than an Agent or a Guardian that has authority to make health care decisions on behalf of the resident.

In this Agreement, each and every occurrence of the word "Resident" shall be interpreted to include Resident's Representative except where such occurrence is incapable of such interpretation. This rule of interpretation shall not be negated by the fact that some provisions contained herein refer to both Resident and Representative.

2. WHO MUST SIGN THIS AGREEMENT

To be effective, this Agreement must be signed by Facility and Resident's Representative. Resident must also sign this Agreement if he or she is able to understand the significant benefits, risks and alternatives to admission to the Facility and to make and communicate health care decisions.

If Representative is an Agent or a Guardian, Representative must provide Facility with a copy of the document creating the agency or guardianship.

If Resident is unable to sign or fully understand the Agreement, and if Representative is a Surrogate, then the Surrogate must also sign, in his or her own individual capacity, the following:

I, _____ hereby certify the following to be true:

- Resident is able to understand the significant benefits, risks and alternatives of admission to the Facility and to make and communicate health care decisions;
- Either Resident has no Agent or Guardian, or such Agent or Guardian is not reasonably available;
- I have exhibited, and will continue to exhibit, special care and concern for Resident; I am familiar with the Resident's personal values; I am reasonably available to make health care decisions in the best interest of Resident; and I am willing to act as Resident's Surrogate.

Signed: _____

Relationship to Resident: _____

3. REPRESENTATIVES'S PERSONAL OBLIGATIONS

Unless Representative is the spouse of Resident, Representative is generally not responsible for payment of Facility charges out of his or her personal funds. However, Representative shall be obligated to represent Resident in accordance with the law governing fiduciary duties and to make all reasonable efforts to ensure that Resident meets the Resident's obligations under this Agreement. Representative is personally responsible for ensuring that Resident's available income and resources are applied first to pay for Resident's care and services, and for using Representative's best efforts to recover any misappropriated Resident funds. Representative also agrees to: (1) produce financial documentation to substantiate Resident's ability to pay for services rendered to the Resident; and (2) promptly apply for benefits to which Resident may be entitled, such as Medicare and/or Medicaid Program benefits, and to furnish third-party payors (such as Medicare/Medicaid and insurance companies) with information and documentation concerning

Resident that is reasonable available to Representative and that is necessary to the processing of Resident's application for third-party payor benefits.

If Facility does not receive timely payment in full for Resident's account, Facility may require Representative to produce evidence showing that Resident's assets were prudently utilized on Resident's behalf and that amounts due to Facility were given first priority for payment out of Resident's assets. If Representative causes Resident to fail to meet Resident's obligations under this Agreement or breaches his/her agreement to assist Resident in ensuring payment under this agreement, Representative agrees to accept personal liability for any resulting damages to the Facility. Further, if Facility reasonably suspects that Representative has handled or is handling Resident's funds inappropriately, Facility may report its suspicion to the appropriate authorities without liability to Resident and/or Resident's Representative.

4. TRUTH OF STATEMENTS TO FACILITY

Resident and Representative each guarantee that all statements and financial information provided to Facility are true and accurate. By signing this Agreement, they each acknowledge that Facility relies on such information to determine the source of payment and to ensure continuity of payment. Resident and Representative personally agree to pay all damages directly or indirectly resulting from their misrepresentation of information provided to Facility.

5. Routine Services

- 5.1 *Physician and Dental Services.* The parties agree that Resident is and must, at all times, be under the medical care of a physician designated by Facility (the "Attending Physician") and that Facility will render its reasonable and customary nursing home services to Resident under the general and specific instructions of that physician. By executing this Agreement, Resident certifies that Resident consents to Facility providing such services as Facility reasonably and customarily provides as directed by the Attending Physician.

Dental services will be administered by or under the personal or general supervision of a licensed and currently registered dentist.

The parties agree that Facility may designate an alternate Attending Physician. Except in cases of medical emergency, Facility will provide Resident with notice prior to requiring the use of an alternate physician. Resident recognizes and agrees that all Attending Physicians and dentists, including those physicians and dentists arranged for by Facility to provide services to Resident, are not employed by Facility, nor are they agents of Facility, and that Facility has no liability for acts or omissions by a physician or dentist. **Resident shall be solely responsible for payment of all physicians' charges made for physician and dental services.**

- 5.2 *Pharmaceutical Services.* An independent pharmacy consultant supervises and monitors the overall pharmacy program to ensure that Facility adheres to all State and Federal regulations. All prescription drugs used by Resident must be prescribed by the Attending Physician, and all of Resident's prescriptions must be filled by a registered pharmacist. Although any resident has the right to use the pharmacy of her or her choice, the pharmacy chosen must follow the policies and procedures of Facility's pharmacy program including, among other things, an approved unit dose system. If Resident chooses to utilize a pharmacy other than Facility's contracted pharmacy, additional charges may result. **Prescription medications are an additional charge to Resident and are not included within Facility's Basic Daily Rate.**
- 5.3 *Nursing Services.* The Facility is staffed with licensed nurses and nurses' aides (the "Nursing Department") seven (7) days a week, twenty-four (24) hours a day. This staff is assigned to provide services reasonable and customary in the nursing home industry. These services include assistance and/or supervision, when required, with Resident's activities of daily living, including, but not limited to, toileting, bathing, feeding and ambulation. The services of the Nursing Department are provided under the supervision of a Director of Nursing Services, or his or her designee. Resident recognizes and agrees that while nursing staff is available seven (7) days a week, twenty-four (24) hours a day, such staff cannot and does not provide one-on-one care to any resident around the clock, unless such resident pays an additional fee for such around-the-clock services.
- 5.4 *Social Services.* A Director of Residential and Family Services attempts to identify the social and emotional needs of each resident and to intervene where feasible. Services may be arranged to attempt to meet Residents' needs, either through staff at the Facility or by referral to appropriate agencies or professionals. Social Services may include:
- Admission and discharge coordination
 - Medicare/Medicaid assistance
 - Resident and Family Services counseling
 - Resident adjustments to the new environment
 - Maintaining contact with the family
- 5.5 *Dietary Services.* Facility maintains a food service program monitored by a registered dietician. Regular meals, along with therapeutic diets and snacks prescribed by menu for each Resident, Facility will use reasonable efforts to recognize and accommodate individual preferences. Facility will provide a kosher meal for Resident upon request as long as it is understood that the Facility does not have a kosher kitchen on its premises.

5.6 *Residential Services.* Facility will provide to Resident an attractive, properly outfitted room in a clean, healthful and sheltered environment. Resident will have the use of all equipment, medical supplies and modalities, notwithstanding the quantity usually used in everyday care of residents within the Facility, including, but not limited to:

- Catheters
- Hypodermic syringes and needles
- Irrigation outfits
- Dressings and pads

Resident will have the use of general household medicine cabinet supplies, including, but not limited to:

- Non-prescription medications
- Materials for routine skin care
- Oral hygiene
- Care of the hair

Resident will have the use of customarily stocked equipment, including, but not limited to:

- Crutches
- Walkers
- Wheelchairs
- Other support equipment

Resident will also have access to such equipment, including training in the use of, as ordered by the Attending Physician. It will be the responsibility of Resident, if paying privately, to pay for a specialty item prescribed by the Attending Physician.

5.7 *Religious Services.* Facility provides Interdenominational and Roman Catholic Services to meet the religious needs of all resident who wish to attend. Services and times will be posted on each unit's activity schedule board. Facility will also obtain pastoral counseling for Resident upon Resident's request.

5.8 *Housekeeping and Laundry Services.* Facility provides housekeeping and laundry services for Facility laundry. Fresh bed linen, as required, will be changed at least weekly, with sufficient quantities of necessary bed linen or appropriate substitutes changed as often as required for incontinence.

Hospital gowns are provided for the clinical condition of Resident, unless Resident elects to furnish an alternative.

Personal clothing laundry service is available to Resident. Resident may choose to have Facility launder personal clothing or to have someone else, such as a family member, launder personal clothing. Whether Facility or someone else launders personal clothing,

all personal items must be marked with Resident's name in permanent ink, or with sewn-in nametags.

Facility will not be responsible for Resident's damaged, lost or misplaced clothing. Further, Resident understands that Facility's laundry utilizes high heat, strong chemicals and other materials and methods that most likely will reduce the life of clothing.

5.9 *Therapy Services.* Therapy Services, including, but not limited to, physical, swallowing and occupational therapy may be arranged through Facility if the Attending Physician determines that therapy is necessary. **Charges for Therapy Services are in addition to the Basic Daily Rate.**

5.10 *Activities Services.* Facility provides activity programming, including but not limited to, a planned schedule of recreational, motivational, social and other activities, together with the necessary material and supplies to make Resident's life more meaningful.

6. ANCILLARY AND PERSONAL SUPPLIES AND SERVICES

6.1 *Payments for Additional Medical Charges.* Resident may utilize a variety of ancillary supplies and services during his or her stay in the Facility that is not covered by the Basic Daily Rate. Such additional and ancillary supplies and services will be billed to Resident upon provision. Ancillary supplies and services are supplies and services indirectly related to Resident's stay in the Facility and include, but are not limited to:

- Prescription drugs
- Certain medical supplies
- Intravenous therapy
- Radiology services
- Laboratory services
- Podiatry services
- Audiology and hearing aids
- Optometry and eyeglasses
- Special shoes and prosthesis
- Physical therapy
- Occupational therapy
- Speech therapy
- Psychiatric services
- Physician services
- Dental services
- Certain support services
- Certain medical equipment, and
- Transportation
-

These items will be billed to resident by either Facility or by an independent professional or company, depending on the circumstances, including Resident's payor source.

Any other additional health care service charges that Resident may incur shall also be paid by Resident. Representative accepts responsibility for obtaining reimbursement with private insurers in the event that the Resident does not.

Where Medicaid or other insurers pay for ancillary services, Facility will not charge for such services, except for applicable co-payments and deductibles. The Medicaid program currently charges no co-payments for deductibles. The Medicaid program currently charges no co-payments for ancillary services it covers.

6.2 *Payment for Resident's Personal Needs and Expenses.* Resident is also expected to pay for personally requested items, such as, but not limited to:

- Barber/beauty parlor
- Private telephone in room and the installation and/or maintenance thereof
- Newspapers and magazines
- Shoes and clothing
- Dry cleaning
- Companion and/or guest meals
- Special transportation
- Private television in room, fans, and/or other appliances, including maintenance thereof (all must be inspected and approved for safety by Facility); and
- Personal use of disposable items not normally provided

Payment for said needs and expenses should be made to the provider or vendor of such service when the cost is incurred. If necessary, and to the best of his or her ability, Representative agrees to assist Resident in obtaining required personal items, clothing and effects, which are not provided under the Basic Daily Rate. Petty cash may be deposited in the account in the business office to cover Resident's incidental expenses. If funds from a Personal Funds Account are to be used for payment, money must be deposited in such Account before the expenditure is made.

7. FINANCIAL ARRANGEMENTS

7.1 Private Pay Residents

7.1.1 *Basic Daily Rate.* A Resident who is not eligible for Medicare or Medicaid is considered a private pay resident (hereinafter "Private Pay Resident"). The daily rate for a Private Pay Resident is determined in part by the type of room assigned to the Private Pay Resident and, therefore, may be changed if the Private Pay Resident is transferred to a different room. Effective January 1, 2020, the routine services daily rate for a private room is \$299.00 per day and \$290.00 per day for a semi-private room (hereinafter "Basic Daily Rate"). These charges do not include the New York State Assessment Tax of 6.8% (\$20.34 per day for a private room or \$19.72 per day for a semi-private room). A charge in the amount of the Basic Daily Rate shall be made for the day of admission unless regulations provide otherwise. Upon admission, Resident agrees to pay, in advance, a sum equal to a prorated one-month's stay.

Thereafter, charges for each successive month's stay are billed in advance and are due on or before the fifth (5th) day of the month following the billing date. If Resident is admitted to the Facility as a Private Pay Resident and subsequently converts to a Medicaid or Medicare Resident, the Facility shall refund any unearned advance Basic Daily Rate private payment, if any, in excess of the Resident's liability. The Facility shall also refund any unearned advance payment in the event that a Private Pay Resident leave the Facility within thirty (30) days. A schedule of the Ancillary and Personal Supplies and Services that are currently available to Resident is included in the welcome packet provided upon admission (hereinafter "Welcome Packet"). Charges for such services shall be made only at Resident's option and only for services and supplies actually provided.

7.1.2 *Extra Services and Supplies.* In addition to the Basic Daily Rate, a Private Pay Resident shall be responsible for payment of all Facility Charges for supplies and services which are not included in the Facility's Basic Daily Rate.

7.2 *Rate Adjustment.* The Facility will find it necessary to increase the Basic Daily Rate from time-to-time, due to increases in costs of maintenance or operation of the Facility and/or other factors. No additional charges or expenses in excess of the Basic Daily Rate shall be made for Routine Services, except:

- Upon thirty (30) days prior written notice to Resident of additional charges, expenses or other financial liabilities due to the increased costs of operation of the Facility; or
- Upon written order of the Attending Physician for specific services and supplies not included in the Agreement; or
- In the event of a health emergency involving Resident that requires immediate special services or supplies to be provided during the period of emergency; or
- Upon written approval of Resident

7.3 *Timely Obligation to Pay.* Obligation to Pay: Resident's account for services rendered by Facility shall be billed monthly to the Resident. Facility will send the bill to Representative. As noted above, Payment in full for services rendered is due in advance on the fifth (5th) day of each month following the billing date. Resident acknowledges the Facility **does not** grant credit or provide for installment payments.

7.3.1 *Late Charges and Interest.* All late payments are subject to a late charge of the greater of \$10.00 or 5% of the past due balance, and, if payment is not received by the tenth (10th) day of the month following the date due, the balance, including late fees, will begin to accrue interest at the annualized rate of 18%.

7.3.2 *Collection Fees.* In the case of non-payments of any sum due from Resident and/or Representative under this Agreement, Resident and, when applicable, Representative, agree to pay all reasonable collection fees, including but not limited

to attorney's fees, costs and disbursements incurred by Facility in enforcing the terms of this Agreement.

- 7.3.3 *Discharge.* If Resident has failed, after reasonable notice, to pay for Resident's stay at the Facility or to arrange for such payment under Medicare, Medicaid or other third party coverage, Resident will be discharged in accordance with Section 23.2 of this Agreement for failure to promptly pay in full for all Facility services, provided that an appeal of a denial of benefits is not pending. Such non-payment may also occur when Resident or the Resident's spouse has funds available to pay the Facility, and the Resident refuses to cooperate in obtaining such funds.
- 7.4 *Private Insurance Coverage.* Where Facility's charges for services provided to Resident are eligible to be paid partially or in full by private insurance, Resident shall remain responsible for making payments in full pursuant to this Agreement regardless of such insurance coverage, and shall be responsible for paying all charges not paid under any insurance policy, including any coinsurance or deductible amounts required by any insurance policy. Facility may, at its option, require Resident to pay Facility's charges in advance while awaiting payment from the insurance company.
- 7.5 *Facility's For-Profit Status.* Resident acknowledges and agrees that Facility is a for-profit business entity and has no obligation to expend one hundred percent of payments received on the provision of services or to provide free care to any resident.
- 7.6 *Returned Checks.* If a check is returned for insufficient funds, Facility may charge its prevailing returned check charge and may require that the failed payment and all future payments be made by certified check or money order.
- 7.7 *Payment for Residents Who Cannot Manage Their Own Finances.* In the event that the Resident becomes unable to manage their own financial affairs, upon notification made to the Facility and subject to Resident's objection, the Resident authorizes _____ (the "Designated Financial Agent") to meet the financial and insurance obligations of Resident under this Agreement. This agent's agreement to this assumption of Resident's financial and insurance obligations under this agreement is indicated by the immediately following signature:

Signature-Designated Financial Agent: _____
Date: _____

If Resident does not appoint a Designated Financial Agent, Representative assumes such responsibilities. Representative's agreement to assume responsibility for handling the obligations under this Agreement is indicated by their signature of this Agreement. When Resident has authorized additional persons to have access to all or some of Resident's income or resources, Resident directs such persons to cooperate in meeting the payment and insurance obligations under this Agreement.

8. MEDICARE AND MEDICAID PROGRAMS

8.1 *Participation in Programs.* Facility currently participates in the State of New York Medical Assistance Program (“Medicaid”) and the federal Medicare program. All beds/rooms are certified for participation under these programs, (See Section RETENTION, TRANSFERS and DISCHARGES). Facility reserves the right to withdraw from Medicaid or Medicare programs at any time in accordance with law.

8.2 *Actions of Medicaid and Medicare Agencies.* The Department is responsible for administering benefits under the Medicaid program. The Centers for Medicare and Medicaid Services (“CMS”), of the United States Department of Health and Human Services, is responsible for administering the Medicare program through an intermediary. Resident acknowledges that Facility is not responsible for, and has made no representations regarding, the actions or decisions of the Department, CMS, or the Medicare intermediary in administering the programs.

8.3 *Medicaid Benefits:*

8.3.1 *Disclosure and Cooperation Obligations of Resident.* Resident is obligated to make full and complete disclosure regarding all financial resources and income during the application process. Failure to identify all resources and income, or the submission of false information, may result in the termination of this Agreement. Resident and Representative are obligated to monitor Resident’s resources to ensure uninterrupted payment to the facility. Resident and Representative are obligated to notify Facility when Resident’s resources available to satisfy the Resident’s financial obligations under this Agreement have been reduced to the level that qualifies for Medicaid benefits. Resident is obligated to apply to the Department for Medicaid benefits, as well as for other third-party coverage, at least two (2) months before Resident’s resources will no longer be sufficient to pay all Facility charges for Resident’s care and stay, or when directed to do so by Facility. Resident agrees to cooperate in making timely application for such payment, which includes agreement to provide Facility and the Department of Social Services with information necessary to ensure annual recertification of Medicaid eligibility. Resident and Representative agree to personally pay damages resulting from the denial of Medicaid eligibility cause by their failure to cooperate in providing timely information required for Medicaid eligibility and annual recertification of Resident. In the event Resident applies for Medicaid benefits, Resident shall continue to pay and apply all of Resident’s available resources toward the fulfillment of Resident’s financial obligations under the Agreement while the Medicaid application is pending an eligibility determination by the Department of any appeal thereof.

8.3.2 *NAMI Obligation of Resident.* For services covered by the Medicaid Program, Resident is obligated to pay Facility the amount specified by the County Department of Social Services, including on the “Notice of Intent to Establish as Liability Toward Chronic Care.” (Form DDS-4022), also referred to as the “County Budget Letter.”

Such amount, generally is represented by monthly Social Security and Pension income, is known as the "Net Available Monthly Income" ("NAMI"). Resident is obligated to pay the NAMI Monthly to Facility. The Total of this income, less any allowable deductions or personal allowances, equals the amount to be remitted by Resident to Facility upon their receipt.

- 8.3.3. *Management of Monthly Income.* Resident has the choice of managing their monthly income or having it paid directly to Facility. If the income is paid directly to Facility, Facility will deduct from the income the NAMI amount owed to Facility and will deposit Resident's remaining personal allowance into the Personal Funds Account. If Resident chooses, Facility will pay remaining personal allowance into the Personal Funds Account. If Resident chooses, Facility will pay remaining personal funds to Resident or Resident's Designated Financial Agent.

In the event Representative or Resident's Designated Financial Agent manages Resident's monthly income, they have to agree to comply with any Supplemental Security Income or Home Relief personal allowance requirements to remit payment of the NAMI to Facility within five (5) days of its receipt, and to use the allowable monthly deductions to meet the personal needs of Resident. Both Resident Representative will be personally liable for any failure to do so.

- 8.3.4 *Billing for NAMI.* Facility does not bill for NAMI unless requested by Resident. Failure to pay NAMI may result in legal action and/or discharge of Resident.

- 8.3.5 *Determination of Eligibility.* Resident is obligated to cooperate fully in any Medicaid eligibility determination or re-determination process. In the event that Resident's eligibility for Medicaid benefits is denied, interrupted, or terminated due to the failure of Resident and/or Representative to cooperate in the medical assistance application, **redetermination**, or appeal process or for any other reason, Resident and, when applicable, Representative shall be liable for the Basic Daily Rate plus charges for ancillary services and supplies during any non-payment, and Facility may terminate this Agreement and discharge Resident.

- 8.3.6 *Authorization to Apply for and/or Appeal (Medicaid).* In the event of Resident's incapacity and in situations where Resident's resources are depleted or appear to be depleted to the extent that Resident can no longer pay privately for nursing care, and it appears Resident has become, or will become eligible for Medicaid benefits to cover the cost of Resident's continued stay in the Facility, and if there is no other legal representative of Resident known to Facility or other friend or relative known to Facility who is authorized and/or is available or willing to act on Resident's behalf, after Facility has made a good faith effort to identify such persons, then Resident hereby authorizes Facility to request, file and/or apply for Medicaid benefits on behalf of Resident for the limited purpose of assisting Resident to secure payment through the medical assistance program for Resident's continued stay in the Facility. In the event the application for Medical benefits filed on behalf of resident is denied, or in the event Medicaid benefits are granted and subsequently discontinued, Resident hereby

authorizes Facility to file on Resident's behalf an appeal of any such denial of Medicaid eligibility or discontinuance of Medicaid benefits, and to take such actions to secure Resident's Medicaid benefits as Facility deems reasonably necessary or appropriate and consistent with the law. Resident warrants and represents that the financial information disclosed to Facility is true and accurate and may be relied upon by Facility in pursuing Medicaid benefits on behalf of Resident.

8.4 *Medicare Benefits:*

8.4.1 *Part A and Part B Benefits.* To the extent that Resident is a beneficiary under either Medicare Part A or Medicare Part B, insurance and the nursing services or ancillary services or supplies ordered by a physician are covered by such insurance, Facility or other provider will bill the charges for the covered services or supplies to the Medicare program. Resident is responsible for and shall pay any co-insurance or deductible amounts under Medicare Part A or Part B insurance. Facility shall accept payment from the Medicare intermediary as payment in full **only** for those services deemed to be covered in full under the Medicare Part A or the Medicare Part B program.

8.4.2 *Extent of Services Reimbursed.* Currently, when eligibility for Medicare is confirmed, Medicare pays the cost of up to twenty (20) days in a semi-private room. After full coverage expires, the Resident agrees to pay the current co-insurance rate for the balance of the Medicare approved eligibility.

8.4.3 *Obligations of Resident.* In the event Resident is no longer receiving Medicare covered services and/or Resident's Medicare ineligibility has been exhausted, unless the Resident is Medicaid Eligible, the cost of Resident's payment obligations under this Agreement will be borne by Resident. The submission of a claim to Medicare or a request for a reconsideration of a claim to Medicare DOES NOT RELIEVE Resident from Resident's payment obligations under this Agreement if the fiscal intermediary determines that all or a portion of Resident's cost of care is not covered by Medicare. If Resident loses eligibility for any reason, Resident is obligated to pay the Basic Daily Rate.

8.4.4 *Non-Covered Services.* Resident and Representative remain obligated to pay Facility for services and supplies not covered by the Medicaid or the Medicare programs.

9. **MEDICARE ADVANTAGE PLAN/MEDICARE REPLACEMENT PLAN**

9.1 *Participation in Medicare Advantage Plan/Medicare Replacement Plan.* Eligible Residents may elect to participate in a Medicare Advantage Plan or Medicare Replacement Plan. Medicare Advantage/Medicare Replacement Plans are alternatives to traditional Medicare. Coverage and criteria, including deductibles, out of pocket costs and coinsurance are determined by the insurance company, not traditional Medicare.

Residents shall remain responsible for making payments in full pursuant to this Agreement regardless of such participation and shall be responsible for payment of all charges not paid under any plan.

10. **MANAGED CARE ORGANIZATIONS**

- 10.1 *Participation in Managed Care Organizations.* Facility is or may become an authorized provider of skilled nursing services to members of certain managed care organizations (MCOs).
- 10.2 *Enrollment in a Managed Care Organization.* Resident shall notify Facility in writing prior to enrolling with an MCO or switching Resident's MCO enrollment.
- 10.3 *Actions of Managed Care Organization.* Resident acknowledges that an MCO for whom the Facility is not an authorized provider may not approve payment for services provided by Facility. Resident acknowledges the Facility is not responsible for and has made no representations regarding the actions or decisions of any MCO for whom Facility is an authorized provider, including decisions relating to denial of coverage.
- 10.4 *Obligations of Resident.* Facility will accept payment from the MCO as payment in full only for those services and supplies covered by the MCO. Resident is responsible for any co-payment or other costs assigned to Resident under the specific terms of the managed care plan. Resident shall also pay for any services or supplies not covered by the MCO under the specific terms of the managed care plan. Managed care plans typically require pre-authorization of services by the MCO. If Resident chooses to have services the MCO refuses to pre-authorize, Resident shall pay Facility for those services. Resident shall pay facility in a timely manner for all non-covered services retroactive to the date of the initial delivery of services.
- 10.5 *Withdrawal of Participation in the Managed Care Organization.* Facility reserves the right to terminate its contractual relationship and its status as a network or authorized provider with one or more of the MCOs at any time in accordance with the law and terms of the applicable agreement. In the event that Facility terminates its contractual relationship with the MCO in which Resident is enrolled, Resident may convert his or her coverage to a health plan for which Facility is an authorized provider or transfer to a facility that is an authorized provider for Resident's MCO. Facility shall provide thirty (30) days advance notice of its decision to withdraw as a participating provider from Resident's MCO so that Resident and MCO can coordinate a transfer to another facility.
- 10.6 *Notice of Change of Insurance Coverage.* Resident shall notify facility immediately of any change in Resident's insurance status or coverage made by the insurance carrier including, but not limited to, being dropped by the insurance carrier for any reason or any decrease in insurance benefits. Resident shall give Facility notice before Resident is unable to meet Resident's insurance premium or before Resident implements an increase, or termination from insurance coverage.

11. NONDISCRIMINATION

Facility welcomes all persons in need of its reasonable and customary nursing home services and does not discriminate on the basis of age, handicap, race, color, creed, ancestry, national origin, religion, gender, sponsor, marital status or sexual preference. While Facility must receive payment for its services, Facility does not discriminate among persons based upon the source of payment, provided that the payment is prompt and in-full.

12. RESIDENT RIGHTS

Facility, upon admission of Resident to Facility, shall provide information to Resident regarding Resident Rights under state and federal rules and regulations. These materials shall be included in the Welcome packet.

13. REFUSAL OF SERVICES

Facility shall make good faith efforts to provide routine services to Resident, including those prescribed by the Attending Physician. However, Facility shall not be responsible for outcomes associated with Resident's refusal of such services, or refusal to comply with physician's orders. Should Resident, either by themselves, or through their Representative, refuse food, fluids, treatments, therapies, medications, grooming, therapeutic bathing, or other services, and/or refuse to comply with physician's orders (for instance, Resident is a diabetic with orders not to consume sugar, but Resident refuses to abstain from eating candy), Facility shall in no way be responsible for the outcome associated with Resident's behavior. This shall apply to mentally competent and incompetent residents. Representative shall not expect Facility to intimidate or threaten Resident into doing what Facility and/or the Attending Physician believes is best for Resident. Resident and Representative are strongly encouraged to participate in the planning of Resident's care both with the Attending Physician and Facility.

14. MEDICAL CARE AUTHORIZATIONS

Resident agrees to Attending Physician's visits every thirty (30) days for the first ninety (90) days of admission to Facility, and then at least every sixty (60) days or more often when medically indicated. It is agreed that the cost of such Attending Physician visits will be paid by Resident or Representative.

It is the philosophy of Facility to ensure that each Resident understands their rights to determine their health care treatment and their right not to execute an advanced directive. In emergency situations, advance directives such as No Not Resuscitate orders will be honored to the extent legally and practically possible. In the absence of advance directive to the contract, the parties recognize that for proper patient care, certain medical emergency surgical and medical procedures may become necessary and must be applied without previous consultation with Resident. If such prior consent cannot be obtained, and the Attending Physician and/or nursing staff determines that such surgical or special medical treatment is essential to save Resident's

life, or to prevent adverse immediate and serious physical consequences, Resident hereby authorizes Facility to perform such treatment or to transfer Resident to a facility where such treatment may be performed without prior consultation and without written permission. Testing required for post-exposure to bodily fluids or blood may be completed as per physician order.

15. CHEMICAL/PHYSICAL RESTRAINTS AND PROTECTIVE DEVICES

Chemical and/or physical restraints and protective devices may be ordered only by the Attending Physician and are considered only as a means of treating a behavioral or medical symptom/condition that endangers the physical safety of some residents. If restraints and protective devices are deemed necessary by the physician, consent will be obtained where and when reasonably possible. Should Resident or Representative refuse a restraint, Facility shall not be responsible for any negative outcome resulting from such refusal. Facility in no way guarantees the success of a restraint device or method. Resident understands that restraints are designed to reduce the risk of injury related to unhindered mobility, but that the use of restraints also presents certain risks of injury. Facility shall not be liable for any outcome associated with the use of restraints.

16. THE RESIDENT'S DUTIES AND GRIEVANCES

16.1 *Facility's Rules and Regulations.* A summary of Facility's rules and regulations governing behavior expected from Resident and Resident's visitor, and certain procedures followed by Facility and are included in the Welcome Packet. Resident agrees to comply with, and to use best efforts to ensure that Resident's visitors comply with the rules, regulations and practices followed by Facility, and Resident understands that such rules, regulation and practices may at any time be changed with or without notice. Facility rules, regulations policies and procedures shall not be construed as imposing contractual obligations on Facility or granting any contractual rights to Resident.

16.2 *Grievances.* Resident is encouraged to promptly bring any concerns about Facility and its services to the attention of the Director of Resident or Family Services. Resident is urged to promptly discuss the matter with the Administrator if the Director of Resident and Family Services cannot resolve the matter to Resident's satisfaction. Resident must first notify Facility of such complaints and provide Facility with sixty (60) days to resolve the complaint satisfactorily to Resident before Resident may pursue litigation or arbitration. The written concern must include Resident's and/or Representative's name and phone number. Resident and Representative acknowledge and agree that failure to bring concerns to the attention of Facility, as set forth above, which deprives Facility of any opportunity to properly address the concern, may result in Facility management being unaware of the situation giving rise to the concern. This may bar Resident from legal recourse for adverse outcomes arising out of situations known to Resident, but not brought to the attention of Facility through the grievance procedure. Resident has the right to immediately and voluntarily discharge from the Facility any time Resident believes they have been harmed as a result of the Facility's acts or omissions.

Notwithstanding this grievance procedure, Resident may contact the State Department of Health, the Long-term Ombudsman or the Nursing Home Advisory committee at any time. The contact information for these entities can be obtained by asking the Director of Resident and Family Services.

17. **VISITORS, COMPANIONS, SITTERS AND PRIVATE DUTY NURSES**

Suggested visiting hours for the Facility are 10:00 a.m. to 8:00 p.m. Residents should contact the Social Services Director concerning any additional visiting needs.

Resident shall not employ any companion, sitter or private duty nurse without prior notification to and approval by Facility. All Resident-engaged companions, sitters and private duty nurses, as well as Resident visitors, are subject to the rules and regulations then in effects at the Facility. Resident shall pay all expenses (including meals) of the individuals engaged by Resident. Resident agrees to indemnify and hold Facility harmless from all losses, damages, costs, claims, liabilities and expenses, including attorney fees and court costs, arising from the service, actions and/or omissions of any Resident's visitors, any sitters, companions or private duty nurses engaged by Resident.

All companions, sitters and private duty nurses may be required to provide proof of freedom from communicable diseases and proof of any applicable licenses or certifications. Facility shall not be expected by Resident to review, approve or otherwise give an opinion as to the qualifications and or abilities of any Resident-engaged service providers and visitors.

18. **RESIDENT PERSONAL FUNDS**

18.1 *Personal Fund Account.* Facility, at Resident's formal request, will maintain Resident's personal funds in the Resident Trust Fund bank account (and petty cash box) administered by Facility on behalf of those residents electing to participate (the "Personal Funds Account"). Please see the Director of Resident and Family Services for the specifics relative to this convenient service.

18.2 *Refund.* Upon discharge from the Facility, any outstanding bills will be paid from the Personal Funds Account. The balance of the Personal Funds Account will be refunded within thirty (30) days after termination of Resident's stay. In the event of Resident's death, such refund may only be delivered to the individual, entity or probate jurisdiction that is appointed to administer Resident's estate or to the Department of Social Services upon an authorized claim.

19. **PERSONAL PROPERTY**

19.1 *Valuables and Personal Items.* Resident, and not Facility, shall be responsible for the provision of all personal comfort items, including footwear, clothing and petty cash to be utilized for Resident's incidental expenses. All clothing and other person items shall be clearly marked by Resident to indicate Resident's ownership. Facility strongly discourages Residents from keeping valuable jewelry, papers, electronic equipment, large sums of money or other valuable items within the Facility. Facility shall not be responsible for loss, theft or destruction of Resident's personal property.

While Facility has appropriate policies and procedures to provide reasonable security for Resident's property, Facility encourages Resident to deposit valuable items (such as jewelry or money) with management for safekeeping. Resident's item may be kept in a safe and will be logged by Facility. Utmost care will be taken to assure the safety of Resident's personal belongings. Any allegation of misappropriation of the Resident's property will be thoroughly investigated.

In an effort to make the Facility more homelike, Resident may be allowed by Facility to bring in such items such as dressers, chairs, pictures, mementos and other personal items as regulations, space, sanitation, safety consideration and similar matters allow. Regulations may specifically prohibit some items such as rugs, hot plates, microwaves, coffee pots, space heaters, electronic blankets, curling irons, flat irons, steamers, candle warmers and heating pads. Items in question should first be discussed with and approved by the Director of Nursing Services or the Administrator prior to bringing them in the Facility. Facility reserves the right to rescind any prior good health approval, and may at any time, require Resident to remove a person item Facility believes, in its sole discretion, should be removed.

19.2 *Disposition and Storage upon Resident's Death.* Upon Resident's death, Facility is authorized to transfer Resident's personal property to a duly authorized representative of Resident's estate or to such parties or persons entitled to the property under current law. The duly authorized representative of Resident's estate or other persons entitle to property under current law must acknowledge, in writing, the receipt of the personal property transferred to their custody by Facility. After completing an inventory, Facility, in its sole discretion, may move and place Resident's personal property into storage. If property held in storage is not claimed within thirty (30) days, Facility shall send a notice to the Representative via certified mail that if items in storage are not removed within fourteen (14) days of receipt of the letter, Facility may dispose of Resident's property.

19.3 *Disposition and Storage upon Resident's Transfer or Discharge.* It is the obligation of Resident to arrange for the disposition of Resident's property upon transfer or discharge. Facility will not be responsible for any such property. If Resident's personal property is not claimed or removed within seven (7) days of Resident's permanent transfer or discharge, the Facility shall place Resident's personal property in storage. After a thirty (30) day period in storage, Facility may dispose of Resident's property as Facility sees fit. Facility is not responsible for any damages incurred to Resident's property if storage becomes necessary. Resident or Resident's estate shall be obligated to pay all costs of disposition and shall bear the risk of loss or damage to the property.

20. MAIL

Resident shall, to the best of Facility's ability, be afforded reasonable privacy in written communications, including the sending and receiving of mail. Resident may direct that the mail be held for Representative.

21. USE OF PHOOTGRAPHS AND VISUAL AND/OR AUDIO RECORDINGS FOR IDENTIFICATION, SECURITY AND/OR OTHER HEALTH CARE PURPOSES.

Resident agrees to permit Facility to photograph or video Resident for identification, security and/or healthcare related purposes. These photographs may be used to help identify and locate Resident in the event of an unauthorized absence or elopement from the Facility, but shall otherwise be kept confidential. Resident agrees that Facility may photograph or video Resident to document Resident’s physical and medical condition at the time of admission and thereafter at any time, as often as necessary to document Resident’s health care status. Security cameras may monitor the Facility premises.

22. RELEASE FOR PUBLICATION OF PHOTOGRAPHS, VISUAL AND/OR AUDIO RECORDINGS AND OTHER REPRESENTATIONS.

Pictures, visual and/or audio recordings, and other representations of Resident may occasionally be taken by Facility or by various other third parties, such as the media, to be used in or outside the Facility. By signing below, Resident agrees to permit, with no form of compensation, the present or future display, publication, or broadcast of photographs, films, video, and/or audio recordings, and/or other representations taken or made by Facility’s employees or those outside the Facility for use in publications or other uses deemed appropriate by Facility. Resident also agrees to allow Resident’s name to be used to announce special events or contest winners. Resident may rescind this authorization at any time via a written notice provided to the Administrator with that notice to become effective on the third business day following receipt of the notice of rescission.

This authorization constitutes the agreement of the undersigned as to the paragraph immediately above:

_____ Date: _____
Signature – Resident

_____ Date: _____
Signature – Representative

23. RESIDENT RECORDS

23.1 *Confidentiality.* Information in Resident’s clinical record is confidential and shall not be disclosed without Resident’s written consent, except as required or permitted by law.

23.2 *Consent to Disclosure by Facility.* Resident authorizes Facility to disclose all or any part of Resident’s clinical or financial records to any person or entity that is or may have a legal or contractual obligation to pay all or a portion of the costs of care provided to Resident, including, but not limited to, hospital or medical services companies, insurance companies, Worker’s Compensation carriers, welfare funds or Resident’s employer.

Resident also authorizes release of information from medical or financial records when Resident is transferred from the Facility to any medical professional or institution that assumes responsibility for the medical or nursing care of Resident.

23.3 *Resident Access.* Resident shall be provided access, in accordance with applicable law, to all medical records pertaining to Resident within twenty-four (24) hours (excluding weekends and holidays) of either an oral or written request. After receiving Resident's records from Facility for review, Resident may purchase photocopies of the records, or any portion thereof, upon request. The Facility will charge Resident for such copies in accordance with applicable law.

24. RETENTION, TRANSFERS AND DISCHARGES

24.1 *Admission and Retention.* Facility will admit and retain Resident only if Facility can provide Resident with adequate care. Facility agrees not to discharge Resident from the Facility solely as a result of Resident changing their source of payment for services (e.g., private pay, Medicare, Medicaid, private insurance) or because of a change of Resident's care needs (e.g., from low intensity to high intensity care, from high intensity to low intensity care, from skilled care to intermediate care or from intermediate care to skilled care), subject, however, to Facility's ability to provide the care within its reasonable and customary provision of services. In consideration of this commitment on Facility's part, Resident agrees to, upon Facility's request, transfer within the Facility, from time to time, to rooms that, in Facility's opinion, best accommodates Resident's need for services, the needs of another of Facility's residents or an individual seeking needed admission into the Facility; and Resident's ability to qualify for maximum third party payment. Resident recognizes and agrees that the Facility is configured with certain areas being designated high intensity areas, certain areas that are eligible for skilled care (SNF) services, certain areas that are eligible for intermediate (ICF) care services, etc., and further, the Facility will attempt to meet the reasonable nursing home service needs of Resident while also attempting to meet the reasonable nursing home service needs of other residents, including the community at large, that Facility is licensed to, and expected to, reasonable accommodate.

The following circumstances, including others not listed, may result in Resident's transfer or discharge from the Facility:

- The Attending Physician provides and order. This typically, but not necessarily, is an order for transfer to a hospital.
- Resident's and/or a third party payor's inability or failure to timely pay in full for service provided.
- Resident's welfare (medical, psychological, etc.) needs, in the sole opinion of Facility, cannot be adequately met by Facility within its reasonable and customary provision of nursing home services.
- The health and/or welfare of the other residents and/or staff living or working in the Facility are jeopardized by the behavior and/or condition of Resident and/or Resident's visitors.
- Discharge is required or permitted by governmental rules and regulations.
- Facility ceases operations.
- Resident requests discharge.

24.2 *Involuntary Discharge.* Facility may involuntarily transfer or discharge Resident. In the event Facility seeks to discharge Resident and/or terminate the Admission Agreement, and unless the health or safety of others in the facility are jeopardized or Resident's urgent medical needs necessitate a transfer or discharge, Facility shall give at least thirty (30) days written notice to Resident, Resident's next of kin and the Responsible Party, specifying the grounds for termination and date of discharge and advising that Resident has the right to, and contest, involuntary termination. In addition, Facility shall provide a list of free local legal services and advocacy resources, including the local Social Services District and shall obtain prior court approval if Resident objects to the involuntary termination.

The parties agree that the terms and conditions contained herein shall survive Resident's discharge or transfer from the Facility.

25. RE-ADMISSION AND BED HOLD POLICY

25.1 *Private Pay Residents.* If Resident leaves Facility for a period of hospitalization, therapeutic leave, or any other reason, they shall be obligated to pay the Basic Daily Rate for any days that Resident's bed is reserved until notified Resident no longer desires the bed.

If resident elects not to reserve a bed, resident will be discharged from Facility, and readmission to Facility shall be subject to bed availability and any other condition of admission.

25.2 *Medicaid Residents.* If Resident leaves Facility for a period of hospitalization, they shall be obligated to pay the Basic Daily Rate for any days that Resident's bed is reserved until notified Resident no longer desires the bed. If Resident elects not to reserve a bed, Resident will be discharged from Facility, and readmission to Facility shall be subject to bed availability and any other condition of admission.

If Resident is eligible for, or is receiving Medicaid, and Resident leave Facility for a period of therapeutic leave, Resident's bed will be reserved for the applicable maximum number of days paid for a reserved bed under the State of New York Medicaid program. The bed reservation period may be subject to change in accordance with any changes in Medicaid program. If the period of therapeutic leave exceeds the maximum time for reservation of a bed under Medicaid, Resident will be entitled to the first available accommodation suitable for Resident's level of care if, at the time of re-admission, Resident requires the services provided by Facility. Alternatively, following the lapse of the bed reservation period covered by Medicaid, Resident may reserve a bed by electing to pay the Basic Daily Rate.

25.3 *Medicare Residents.* In the event that Resident is eligible for Medicare Part A benefits and is transferred to or re-admitted to a hospital, Medicare Part A eligibility will be

terminated on the day Resident is admitted to the hospital. Resident's bed will be reserved at the Basic Daily Rate unless Resident elects not to reserve a bed.

26. MISCELLANEOUS PROVISIONS

- 26.1 *Sole Agreement.* This Agreement, and any documents that are attached hereto, or incorporated herein by reference, is the entirety of the Agreement between Facility and Resident. The Agreement shall supersede and entirely replace all past and present oral agreements or writing by employees, agents, representatives or affiliates of Facility including, but not limited to, past agreements, and past, present and future marketing materials, promotional materials and advertisements. No modification of the terms and conditions set forth in this Agreement shall be valid or binding unless and until made in writing in a separate and distinct document executed by Resident, the Director of Resident and Family Services and Facility's Administrator. Any changes, modifications or "markups" of the provisions contained herein shall be invalid and of no effect. This provision cannot be waived by Facility except by a writing signed by the Administrator of Facility. Should any portion of this Agreement be found invalid by an arbitrator or court of competent jurisdiction, only the invalid language shall be deemed to be removed, and the remainder of the Agreement shall continue in full force and effect.
- 26.2 *Waiver.* Neither the failure nor any delay on the part of any party to exercise any right, remedy, power, or privilege ("Right") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any Right nor shall any waiver of any Right with respect to any occurrence be construed as a waiver of such Right with respect to any other occurrence. No Waiver of any provision of this Agreement by Resident shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver. No waiver by Facility shall be effective unless it is in writing and signed by an authorized representative.
- 26.3 *Indemnification.* Resident shall indemnify and hold Facility harmless from, and is responsible to pay for any damages resulting from injuries to other persons and residents, or to the property of other persons or residents, caused by the acts or omissions of Resident, Representative, or any Resident engaged service provider or visitor to the fullest extent permitted by law.
- 26.4 *Binding Obligations.* The parties agree that the terms, conditions, restrictions, and obligations of this Agreement also bind their respective heirs, successors, assigns, and representatives acting on behalf of the Resident including, but not limited to; family members, ombudsmen for the state or federal government, and any other private organization or advocacy group.
- 26.5 *Incidents beyond the Control of the Facility.* Resident agrees that Facility will not be liable for, and agrees to hold Facility harmless from, any circumstances that are beyond the control of Facility including, but not limited to; acts of god, staff shortages, strikes, and changes in federal, state, and/or local economic conditions that affect the nursing home's operation. Additionally, Resident agrees that Facility will not be liable for and agrees to

hold Facility harmless from; any payment rate freezes, reductions, delays, or any other changes in Facility services or service limits made necessary due to changes in payment levels received by Facility from Resident and/or third party payors, including, but limited to, Medicare and Medicaid.

- 26.6 *Acknowledgment.* By signing below, Resident indicates that he or she has read, or had read to them, and completely understands this Agreement in its entirety. Resident agrees that he or she has had the opportunity to consult with an attorney regarding the execution of this Agreement and that the parties freely consent to be legally bound by all of the terms and conditions of this Agreement and its subsequent implementation by the rules and regulations permitted hereunder.
- 26.7 *Governing Law and Forum of Dispute Resolution.* This Agreement will be governed by, and construed and enforced in accordance with the laws of the State of New York. Any litigation or arbitration in connection with, or arising from, this Agreement shall take place in the county in which the Facility is located.
- 26.8 *Assignment.* Resident acknowledges that the right of Resident to reside at the Facility is personal and is not assignable. Resident may not transfer his or her rights under this Agreement to any other person or organization; however, the obligations of Resident to Facility under this Agreement automatically transfer to Resident's estate and all persons and /or entities subsequently engaged by, having an interest in, or representing Resident or Resident's estate. This Agreement will survive a merger or change of ownership of Facility.
- 26.9 *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I have received and read, in its entirety, a copy of this Agreement. I understand and agree to each and all of the terms of this Agreement and further understand that this Agreement is a legally binding contract. I have also received the Basic Daily Rates, a list of covered and non-covered services and supplies and have had the opportunity to seek the advice of counsel and/or to ask questions regarding this Agreement.

Resident:

Facility:

Signature-Resident (or Mark-see below)

Date signed by Resident

By: _____

Its: _____

Date: _____

Signature – Representative

Date signed by Representative

One witness, please, not including the Representative, if Resident is unable to sign and/or signs with only a mark.

Signature – Witness

Date signed by Witness

Authorization of medical procedures and/or other forms of health care by a patient's or resident's insurance provider does not necessarily guarantee the provider's coverage of the procedures or care under the patient's or resident's specific plan with their provider. Please consult the patient's or resident's insurance plan documents and/or their provider if there are any questions regarding coverage.

Signature – Resident or Patient Representative

Date signed by Resident or Patient Representative