



DAUGHTERS OF SARAH NURSING CENTER, INC.

LONG-TERM ADMISSION AGREEMENT

This Agreement is made this _____ day of _____, _____ by and between **DAUGHTERS OF SARAH NURSING CENTER, INC.**, a not-for-profit corporation having a principal place of business at 180 Washington Avenue Extension, Albany, New York 12203 (hereafter referred to as the "Center"), and

_____ (Resident Name)
currently having a residence at _____

_____ (hereafter referred to as the "Resident").

The other parties referred to in this Agreement are listed as follows. By signing this Agreement, they hereby accept the responsibilities and obligations attributable to them as set forth herein:

Spouse: _____

Resident Representative: _____

The Center is duly licensed under New York State law to provide nursing home services. Your physician has determined that you require nursing home services and you agree to the following terms and conditions relating to the admission and provision of services.

THIS FACILITY DOES NOT DISCRIMINATE IN ADMISSION OR RETENTION OR CARE OF ITS RESIDENTS BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, DISABILITY, BLINDNESS, AGE, SOURCE OF PAYMENT, MARITAL STATUS OR SEXUAL PREFERENCE.

I. IDENTIFICATION OF THE RESIDENT'S AGENTS

A. THE SPOUSE

As a "Spouse", this person, who is married to the Resident, may under State law, be responsible in part or in whole for the financial support of the Resident. (A spouse will also be considered as the Resident Representative.)

B. THE RESIDENT REPRESENTATIVE

The "Resident Representative" is a person selected by the Resident, such as a Power of Attorney, Guardian, Representative Payee, Health Care Agent, the Resident's spouse, or other legal representative, with legal authority to act on the Resident's behalf to: (i) support the Resident in decision making; (ii) receive notifications from the Center for the Resident; (iii) when properly authorized by law, access medical, social or other personal information of the Resident; and (iv) manage financial matters and assist the Resident in meeting the Resident's obligations under this Agreement by insuring that the Resident uses his/her assets and income to pay for the cost of care, as billed by the Center.

The Resident Representative agrees to use both the Resident's liquid and non-liquid resources, including monthly income, to pay for the cost of care for the Resident and promises continuity of payment from the Resident's funds and assets, or from third party payors, to meet the Resident's obligations under this Agreement.

The Resident Representative is not obligated to pay for the cost of the Resident's care from the Resident Representative's own funds.

The "Resident Representative" shall be the Resident's primary contact person with the Center.

II. AGREEMENT TO PAY FOR SERVICES PROVIDED

A. THE RESIDENT AND RESIDENT REPRESENTATIVE OBLIGATIONS

The Resident and the Resident Representative personally agree:

1. to use the Resident's income and resources to pay to the Center, after any Medicare Part A coverage has been applied, and unless and until the Resident's Medicaid eligibility, if applicable, covers such charges, the following items:

- (i) the daily Basic Rate (as identified below),
- (ii) any assessments (hereafter "Assessment") levied on the Basic Rate (as set forth below), and
- (iii) all charges for ancillary services; and

2. when appropriate, to arrange to have paid for by Medicaid, Medicare or other insurers all services provided by the Center under this Agreement and to pay to the Center the Resident's monthly income consisting of Social Security and retirement income when Medicaid is applied for. (The obligations of this subparagraph are discussed further in Section D below.)

If a Medicaid application is delayed or denied, the Resident and Resident Representative agree to continue to use the Resident's income and resources to pay for services at the Basic Rate (including any applicable Assessment). If Medicaid eligibility is eventually established and covers any period retroactively for which the Basic Rate has been paid, the Center will refund or credit any amount in excess of the Net Available Monthly Income ("NAMI") amount owed during the covered period.

The daily Basic Rate at the outset of this agreement shall be \$410.00 per day, and may be modified as provided for herein. In addition to the Basic Rate, a percentage assessment on that rate (the "Assessment") will also be charged as a result of the gross receipts tax on Nursing Homes enacted by the State of New York.

The Basic Rate is subject to change on prior written notice given to the Resident and/or the Resident Representative in accordance with applicable Federal and State regulations.

If the Resident qualifies for Medicaid, Medicare, or coverage by an insurance carrier with which the Center has negotiated a daily rate, the Center will accept their daily rate in lieu of the Basic Rate for the services and supplies covered by such third-party payors. Charges for additional physician-ordered or requested services not so covered are payable directly to the provider of services.

B. THE RESIDENT'S DIRECTION TO HIS/HER AGENTS

The Resident hereby instructs the and/or the Resident Representative, including future appointees, to: (i) ensure that all payment obligations under this Agreement are met from the Resident's assets; (ii) to cooperate in obtaining Medicaid coverage, if necessary; (iii) to otherwise meet the Resident's obligations under this Agreement; and (iv) to manage the Resident's assets responsibly, so that the Center is not placed in a position where it cannot receive payment from either the Resident's funds, Medicaid, or the third-party payors.

C. SECURITY DEPOSIT AND ADVANCE PAYMENTS

In the event the Resident has not been approved for Medicaid upon admission to the Center, and/or has thereafter exhausted any available Medicare coverage, the Resident agrees to then deposit with the Center a sum, as a security deposit, one (1) month of the current Basic Rate (the "Security Deposit") and one (1) month of the current Basic Rate as an advance payment for the first month (the "Monthly Pre-payment"), or such other amount as the Center shall lawfully establish. The Security Deposit shall be held by the Center in a segregated interest bearing account separate and distinct from the Center's general or other special accounts. The Center has sole discretion as to the type and nature of account in which the Security Deposit is held. The Resident agrees to deposit with the Center additional funds to replenish the Security Deposit to a sum equivalent to one (1) month of the then current Basic Rate charge upon written notice to the Resident or the Resident Representative. The Security Deposit may be waived if it is determined that the entire length of stay will be covered by an alternate insurer. The Center is entitled by law to deduct a fee at the rate of 1% per year from the Security Deposit as an administrative cost.

The Security Deposit may be applied toward any unreimbursed amounts owed to the Center for the care of the Resident (however, the Center is not obligated to apply the Security Deposit to cover such delinquent charges). The determination as to if and when the Security Deposit will be applied to amounts due shall be made at the sole discretion of the representatives of the Center.

D. REFUNDS

Upon the Resident's discharge from the Center or upon the Resident's qualification for payment under the Medicaid Program, whichever occurs first, the Security Deposit (plus accrued interest, if any) and any unused portion of the Monthly Pre-payment will be applied to pay for any then outstanding bills not covered by the Medicaid program that are owed to the Center. Thereafter, the remaining balance such items will be refunded to the Resident or the Resident Representative, or made payable to the Estate of the resident and delivered to the person or probate jurisdiction administering the Resident's estate. Such a refund will be made within thirty (30) days of the date of discharge or the date of the Center's receipt of adequate notice of Medicaid qualification, whichever occurs first, subject to the qualification of a fiduciary for the Resident's estate, if applicable. Refunds of the Resident's Personal Account will be made as provided for in Section III (D) below.

D. PAYMENT OBLIGATIONS UNDER MEDICAID AND OTHER THIRD PARTY PAYORS

1. Obligation to Assure Third Party Payment

The Center cannot bill Medicaid for services until the Resident's private insurance benefits and Medicare benefits have been exhausted.

The Resident and the Resident Representative agree to provide prior to admission information pertaining to all potential third-party payers, and agree to either: (i) provide proof that a claim for coverage has been made, or (ii) provide the Center with necessary, information and authorization for the Center to submit the claim.

2. Deductibles and Co-Insurance

Medicare or other insurers may require a deductible and/or co-insurance payment to the Center. The Resident agrees to meet these obligations and understands that the payment obligations under this Agreement include such payments.

3. Medicaid Applications

a. Duty to Arrange for and Provide Information in a Timely Medicaid Application

The Resident and the Resident Representative each agree to monitor the Resident's resources to assure uninterrupted payment to the Center by making timely and complete application to Medicaid and Medicaid recertification (and/or other payors), as is necessary.

The Resident and the Resident Representative each agree to notify the Center as to: (i) the anticipated time when the Resident will have spent his/her resources to the Medicaid resource level; and (ii) when the Medicaid application will be, and is, filed.

The Resident and the Resident Representative agree to apply for Medicaid before the Resident's liquid resources have been expended.

b. Net Available Monthly Income ("NAMI")

The Resident and the Resident Representative understand that if any of them receives monthly income of the Resident's (i.e. retirement benefits, Social Security, Railroad Retirement, interest income, etc.), and the Resident also qualifies for Medicaid, the Department of Social Services will require that all of such income, except for the sum of \$50.00 per month for deposit into the Resident's personal account, (said income is referred to herein as "Resident NAMI") must be paid to the Center as part of the Medicaid rate towards the cost of care of the Resident.

c. Payment of Resident NAMI

The Resident NAMI is to be paid to the Center once a Medicaid application is filed or should have been filed. In this circumstance, the Resident and the Resident Representative guarantee that:

(i) the Resident NAMI will be delivered to the Center on or before the tenth (10th) day of each month; or that it will be sent directly to the Center from the income payor;

(ii) during the period when a Resident's Medicaid application is pending approval by the relevant county, all income of the Resident shall be paid over to the Center, minus \$50.00 per month, and said payment shall be applied to the cost of care of the Resident;

(iii) that if any part of the Resident NAMI amount is disputed, the disputed portion of the Resident NAMI will be paid directly to a mutually agreed upon escrow agent, or the Court, on or before the tenth (10th) day of each month and that the portion of the Resident NAMI which is not in dispute will be paid to the Center by such date. The Parties agree that the funds held in escrow will be released according to the determination made by the reviewing body or by the Court, or by mutual consent of the Resident or the Resident Representative and the Center.

E. RELEASE OF MEDICAID INFORMATION TO THE CENTER

Upon application to the Center, the Resident and/or the Resident Representative agree to provide complete and full disclosure of all of the Resident's financial resources to the Center in the "Application for Admission". Included with this, they are required to list all gifts or transfers of the Resident's and/or Resident's spouse's assets made within sixty (60) months prior to the date of admission.

F. PAYMENT FOR ITEMS/SERVICES NOT COVERED BY, OR IN EXCESS OF,

MEDICAID, OR MEDICARE BENEFITS

If the Resident qualifies for Medicaid or Medicare coverage, the Center will accept the Medicaid or Medicare rate, plus any deductibles, co-insurance and/or Resident NAMI payments determined to be applicable in payment for care and services covered by such programs; however, when the Resident requests items or services that are more expensive than, or in excess of, the items or services covered by the Medicare or Medicaid programs, the Resident will be charged an amount not to exceed the difference between the customary private charge for such items and the value of the items/services covered by Medicare or Medicaid. The Center agrees to notify the Resident of such additional charges prior to providing the requested items.

III. SERVICES PROVIDED AT THE CENTER

A. SERVICES AND ITEMS INCLUDED AS PART OF THE DAILY BASIC RATE

For Privately Paying, Medicare-Covered and Medicaid-Covered Resident. The services covered by private pay, Medicare and Medicaid rates include:

1. Lodging and board (prepared in compliance with Jewish dietary laws), including therapeutic or modified diets as prescribed by a physician;
2. Twenty-four (24) hour per day nursing care;
3. The use of all needed equipment, medical supplies and modalities usually used in the everyday care of nursing home residents;
4. Fresh linen as required;
5. Hospital gowns as required by the clinical condition of the Resident, unless the Resident or the Resident Representative elects to furnish them;
6. Laundry services for washable personal clothing items and hospital gowns;
7. General household medicine cabinet supplies;
8. Assistance and/or supervision, when required, with activities of daily living;
9. Services of staff performing their daily assigned resident care duties;
10. Use of customarily stocked equipment, including but not limited to crutches, walkers, canes and wheelchairs and other supportive equipment, unless such items are prescribed for regular and sole use by a specific resident;
11. Activities program;
12. Social services as needed;
13. Arrangements for opportunities for religious worship and religious counseling for residents requesting such services;

14. Oral hygiene care, and routine and twenty-four (24) hours emergency dental care administered by the Center's contracted dental provider;
15. When requested in writing, the Center will provide the service of holding Resident moneys for incidental expenses. Funds in excess of \$50.00, or as required by regulation, will be held in an interest-bearing account.

For Medicaid-covered residents only. The Medicaid rate also covers the following services: *(While the following items are not billed directly to a Medicaid covered resident, the Center or the providing vendor may have the right to bill a third party for the service or supply.)*

16. Physical therapy services;
17. Occupational therapy services;
18. Speech pathology services;
19. Hearing aid devices as prescribed by the Resident's attending physician and approved by Medicaid;
20. Pharmaceutical services;
21. Ambulette services to and from medical appointments as ordered by the Resident's attending physician;
22. Contact lenses, eyeglasses, orthopedic braces, prosthetics and any other physician ordered medical device procured from the Center's contracted provider, if any.

With regard to any such services or items, the Resident and/or the Resident Representative agree to execute any and all documents requested by the Center or the providing vendor(s) that may be necessary or appropriate in order to enable third party billing for the service or item.

B. PHYSICIAN AND ADDITIONAL SERVICES PROVIDED ON A FEE FOR SERVICE BASIS

The Resident may, subject to the provisions of Section X(A)(20) below, choose his/her attending physician, provided that the selected physician is licensed to practice in the State, is credentialed by the Center, and is willing and able to see the Resident at the Center as required by applicable Federal and State rules and regulations. Charges for physician visits, and physician-ordered ancillary services, are not included in the Basic Rate. These additional charges may be billed by the Center or directly by the provider of the service. The Resident is not obligated to pay for services paid for by Medicaid, Medicare or other third party payors who have negotiated a rate with the Center, except for deductibles and co-payments.

The Center will arrange for physician and/or physician extender visits, as authorized under this Agreement, and as otherwise required, and for the ancillary services listed

below to be available to the Resident when prescribed by a physician. These services will be administered or supervised by practitioners affiliated with and/or approved by the Center who meet the applicable New York State licensing, registration and certification requirements. (If the Resident is enrolled in a managed care plan, the Resident must designate the Center's attending physician for the Resident's unit as the Resident's primary care physician in accordance with the managed care plan's requirements. Further, the Resident agrees to use only providers participating under the plan for services.)

The services listed below may or may not be covered by Medicare, Medicaid, or other insurance carriers, depending upon medical review and upon terms and conditions of insurance contracts. The services listed below are not exclusive; other physician-ordered services may be available:

1. Physical therapy services, occupational therapy services, and speech pathology services as prescribed by a physician;
2. Pharmaceutical services and supplies as prescribed by the resident's attending physician (this is also subject to the New York State gross receipts assessment);
3. Taxi, ambulance and ambulette services, including the cost of having a staff member accompany the Resident on a medical visit outside of the Center if not otherwise covered by Medicaid or Medicare;
4. Private physician services and medical consultant;
5. Podiatry and optometry services;
6. Contact lenses, eyeglasses, hearing aids, orthopedic braces, prosthetics and any other physician ordered medical device;
7. Specially ordered personal care, nursing or communication devices not considered routine;
8. Specialty equipment including but not limited to walkers, wheelchairs specialty recliners, specialty beds and mattresses which are not customarily stocked when these are prescribed for the regular and sole use of the specific Resident;
9. Laboratory, radiological and EKG services or professional fees for same.

C. **ITEMS AND SERVICES NOT COVERED IN THE BASIC RATE, MEDICAID RATE, MEDICARE RATE OR BY INSURANCE**

Certain items and services, such as those listed below (which list is not exhaustive), may not be covered under the Basic Rate, nor are they paid for by Medicaid or Medicare or insurance carriers. Such items are made available, but must be paid for or charged against the Resident's account when the cost is incurred.

1. Beauty & Barber Shop and Gift Shop.

2. Personal telephone.
3. Private television and/or cable television reception.
4. Newspapers and other personal reading materials.
5. Personal dry cleaning.
6. Transportation for personal use, including the cost of having a staff member accompany the Resident on a personal trip outside of the Center.
8. Personal comfort items such as notions, novelties, and confections.
9. Flowers and plants.
10. Social events and entertainment offered off premises and outside the scope of the activities program.
11. Specially prepared catered or alternate food ordered or requested that are outside the scope of the dietary department's regular meal and food service.

The Resident Representative agrees to assist the Resident to the best of his/her ability in obtaining necessary personal items, clothing and effects which are not otherwise provided under the Basic Rate, or Medicaid or Medicare. Individual purchase amounts are usually deducted from the Resident Fund Account. In the event the Resident is unable to authorize expenditures, the Resident Representative agrees to cooperate in authorizing such expenditures, as needed.

The Center is not responsible for lost or damaged property or personal items, unless the loss or damage is caused by or due to the negligent or intentional act of the Center.

D. RESIDENT PERSONAL ACCOUNTS

An initial deposit of \$50 shall be made by the Resident or the Resident Representative upon admission to the Resident's Personal Account in the Business Office to cover incidental expenses. Additional deposits to replenish the account shall be made as needed. The Center is required to hold amounts over \$50.00 in an interest-bearing bank account. Account records and quarterly statements will be available upon request.

Refunds for the balance in the personal account, less any funds owed to the Center, will be made to the Resident, or the Resident's estate on the Resident's behalf, not later than thirty (30) days after discharge.

In the event of the Resident's death, refunds will be made not later than thirty (30) days after the probate jurisdiction administering the Resident's estate appoints an estate representative to formally request the refund; except that, in the case of a Medicaid recipient, such refunds cannot be made until at least six (6) months pass from the date of the Resident's death to enable the Department of Social Services to file any claims. If the Department of Social Services claims funds from a deceased Resident's personal

account as partial refund of Medicaid funds owed, the Center is required by law to deliver these funds to the Department of Social Services.

The Resident, and/or the Resident Representative on the Resident's behalf, hereby consent to the Center's withdrawal of amounts owed to the Center from the personal account prior to returning the balance to the person administering the Resident's estate or to the Department of Social Services.

IV. THE RESIDENT REPRESENTATIVE'S PERSONAL AND INDEPENDENT OBLIGATIONS TO THE CENTER

A. TO MEET PAYMENT OBLIGATIONS

In consideration of the fact that the Resident Representative cannot provide skilled nursing care to the Resident and that he/she wish to facilitate the Resident's receipt of such care at the Center, the Resident Representative personally guarantees continuity of payment to the Center for the cost of the Resident's care. However, *unless the Resident Representative is otherwise obligated by law to pay for the Resident's care (as the Resident's spouse may, under certain circumstances, be), the Resident Representative is not required to pay for the Resident's care from his/her own personal funds.*

The Resident Representative does hereby personally agree to take all legal steps available to him/her to guarantee to use the Resident's own income and resources (both liquid and ill-liquid) for payment of the Basic Rate (including any applicable Assessment) to the Center (where Medicare Part A coverage is not available) until the month in which the Resident's Medicaid eligibility covers such charges.

B. MEDICAID OBLIGATIONS

As the obligations under this Agreement include the duty to arrange for timely and continued Medicaid coverage, if such coverage becomes necessary to satisfy the Resident's payment obligations under this Agreement, the Resident Representative agrees to be personally and independently responsible for the following:

1. To Make Timely Medicaid Application and Provide Information

The Resident Representative personally agrees to monitor the Resident's resources to assure uninterrupted payment to the Center by making timely and complete application to Medicaid and for Medicaid recertification (and/or to other payors) by:

- (a) providing full and complete disclosure in the Admissions Application of all of the Resident's assets, all monthly income, and all gifts made from the Residents assets or the Resident's spouse's assets within sixty (60) months prior to admission;
- (b) by notifying the Center as to the anticipated time when the Resident will have spent his/her resources down to the Medicaid resource level;
- (c) by timely filing the Resident's Medicaid application to ensure uninterrupted

payments to the Center and by notifying the Center of the filing date; and,

- (d) by providing complete information and documentation to the appropriate County Department of Social Services within the time frame required for such application.

2. To Pay Over Monthly Income of Medicaid Covered Residents

Once the Resident's Medicaid application is pending, and the Resident's assets are depleted, or are not currently available, the Resident Representative personally agrees to guarantee payment to the Center of the Resident's monthly income as partial payment for the Basic Rate owed.

Once Medicaid eligibility is established, the Resident Representative shall agree to either: (i) personally to see to it that the payment of the monthly Resident NAMI is made to the Center as directed by the Department of Social Services, or (ii) arrange to have such income deposited directly with the Center. If the Resident NAMI amount is disputed, the Resident Representative agrees to place the disputed amount in escrow, as described above.

3. To Provide For and Obtain Annual Medicaid Recertification

If the Resident becomes Medicaid eligible, the Resident Representative personally agrees to ensure the Resident's timely annual Medicaid recertification by providing information regarding the Resident's assets to the Department of Social Services within the time frame of its request.

V. TRUTHFUL AND COMPLETE INFORMATION PROVIDED ON ADMISSIONS APPLICATION AND FOR MEDICAID

The Resident and the Resident Representative each separately warrant that the financial information submitted to the Center in the Admissions Application, and any other applicable document concerning the Resident's finances, is true, correct, complete and accurate in all material respects and that there are no material omissions. Further, the Resident and the Resident Representative each separately warrant that the financial information at the time of Medicaid application will be truthful, complete, accurate, and submitted in a timely manner.

VI. FINANCIAL MATTERS

A. LATE CHARGES

The Center reserves the right to compute a late charge in the event of late payment of any sums due from the Resident or the Resident Representative under this Agreement. A fee computed at the rate of sixteen per cent (16%) per annum of said amount or the maximum amount allowed by law, whichever is less, may be assessed on all accounts overdue more than thirty (30) days.

B. COLLECTION COSTS, INTEREST, AND ATTORNEY FEES

In the case of nonpayment of any sum due under the terms of this Agreement, the Resident and Resident Representative each agree to pay interest as set forth above on

any sum due from them together with reasonable collection fees, including but not limited to attorney's fees and other costs incurred by the Center in enforcing the terms of this Agreement.

C. OTHER CHARGES

When applicable, the Center may charge the following supplemental charges:

Returned Check fee –	\$40.00
Copying Charge --	\$0.75 per page

VII. RETENTION AND DISCHARGE

A. NOTICE TO CENTER OF NON-EMERGENCY TRANSFER OR DISCHARGE

If the Resident wishes to leave the Center for reasons within his/her control, the Resident, the Resident Representative, or other appropriate family members agree to give the Center fifteen (15) days advance notice in writing, unless waived in writing by the Center. For privately paying Residents, if such notice is not received, the Resident agrees to pay the Basic Rate (including any applicable Assessment) for one (1) day beyond the discharge date.

B. INVOLUNTARY DISCHARGE

a. Discharge for Nonpayment

The Center may discharge the Resident for nonpayment. Nonpayment occurs when there is a failure to pay privately for the Resident's stay or to have it paid for. Nonpayment also occurs when the applicable Resident NAMI is not delivered to the Center. The Resident may be discharged where the fact that the charge is owed is not in dispute or funds are actually available or would be available to the Resident, but the Resident and/or the Resident Representative refuse to cooperate. Such discharge will comply with Federal rules as contained in 42 CFR 483.15 and New York rules pursuant to 10 N.Y.C.R.R. Section 415.3.

b. Other Reasons for Involuntary Discharge

The Center may transfer or discharge the Resident involuntarily: (i) because of care needs or behavioral difficulties, which cannot be reasonably accommodated; (ii) because the Resident's health has improved and he/she no longer needs the Center's services; or (iii) because the Resident's health needs can no longer be met in the Center.

Such discharge will comply with Federal rules as contained in 42 CFR 483.15 and New York rules pursuant to 10 N.Y.C.R.R. Section 415.3.

c. Notice of Discharge

The Center will give the Resident and the Resident Representative thirty (30) days' notice prior to involuntary discharge of the Resident unless: (i) the health or safety of others in the Center is jeopardized; or (ii) the Resident's urgent medical

needs necessitate a prior transfer or discharge. In the latter cases, appropriate notice will be given us soon as practicable.

C. ROOM TRANSFERS

After consultation with the Resident and/or the Resident Representative the Center may make a room transfer within the facility. The Center will provide sufficient notice as set forth by regulatory requirements.

VIII. BED-HOLD POLICY

A. BED HOLD FOR PRIVATE PAYING RESIDENTS, INCLUDING THOSE RECEIVING MEDICARE BENEFITS

Private paying residents and those non-Medicaid residents covered by Medicare and/or their sponsors and agents may hold a Resident's bed at the prevailing daily Basic Rate (including any applicable assessment), for each day the bed is held, for as long as they wish, if it is expected that the Resident will return to the Center from the hospital or from a leave of absence and if the Resident's payment obligations under this Agreement are not in arrears. The Center requires prior written authorization for such bed reservation. During the Resident's absence from the Center, the daily Basic Rate remains payable under this Agreement until the reservation is canceled by the Resident or the Resident Representative.

Subject to the above conditions, the Resident and/or the Resident Representative hereby authorizes a three (3) day bed reservation in the event of hospitalization, to be billed at the daily Basic Rate (including any applicable Assessment), with the understanding that during such three-day period, the reservation may be continued for as long as needed. If any such reservation is cancelled by 11:00 AM, the Resident will not be liable for charges for the day of cancellation.

B. BED HOLD FOR MEDICAID-COVERED RESIDENTS

The Medicaid Program will pay for a bed reservation during a period of hospitalization or Leave of Absence under the following conditions:

Where the Center has a vacancy rate of no more than 5%, or has no more than 15 vacant beds (whichever is less), for any Medicaid-covered Resident who has resided in the Center for at least thirty days (30) days and requires temporary hospitalization, the Center will reserve their bed for no more than a total of fourteen (14) days in a twelve (12) month benefit period. (This is not a calendar year, but is as defined by Medicare.)

If the Resident is in a hospital for more than a total of fourteen (14) days in the twelve (12) month period, the Resident or their family may pay privately to continue to reserve the bed. Otherwise, the Center will release the bed. If the bed is released, when the Resident is ready to return, the Center will make every attempt to readmit the Resident to the next available care-appropriate bed; the hospital discharge planners, however, may arrange for the Resident's admission to another nursing facility.

Further, where the Center has a vacancy rate of no more than 5% and the Resident has been in the Center for at least thirty (30) days, if the Resident leaves the Center overnight for therapeutic or personal leave other than for a hospitalization (a "Leave of Absence"), the

Resident's bed will be reserved for up to a total of ten (10) days in any twelve (12) month period. Once a Leave of Absence exceeds a total of ten (10) days in any twelve (12) month period, unless the Resident or their family has arranged to pay privately for the bed, the Center will release the bed. If the bed is released, when the Resident is ready to return, the Center will make every attempt to readmit the Resident to the next available, care-appropriate bed.

The Resident and the Resident Representative agree to pay promptly any amounts due to the Center during this period.

IX. RESIDENT'S PERSONAL PROPERTY

While the Center has appropriate policies and procedures to provide reasonable security for the Resident's personal property, Resident is strongly encouraged **not** to bring valuable items (such as jewelry and money) to the Center. Upon request, the Resident may have locked storage space in his/her room. The Center remains responsible for damaged or lost property or personal items, only if such damage or loss is demonstrably caused by the negligent or intentional acts of Center staff while actually performing personal resident care or while such items are in the physical possession of Center staff.

It is the obligation of the Resident and/or the Resident Representative to pack up and arrange for disposition of the Resident's property upon the day of discharge. The Center may dispose of property left longer, and will assess a packing and/or disposal fee of at least \$120.00.

X. AUTHORIZATIONS

A. FOR PHYSICIAN VISITS

The Resident, or the Resident Representative if the Resident lacks capacity to consent, agrees:

1. That a physician and/or a physician's extender may visit the Resident in the Center at least as often as required by New York regulations or as often as necessary to address the Resident's medical care needs; and
2. That the Center may, upon notice to the Resident or the Resident Representative arrange for another physician to see the Resident if or when the Resident's personal, alternate or staff physician is delinquent in visitation, or is unwilling or unable to see the Resident when medically necessary.

B. FOR MEDICARE PART D ENROLLMENT

If the Resident is or becomes a recipient of Medicaid, the Resident, or the Resident Representative if the Resident lacks capacity, authorizes the Center to enroll or change the enrollment of the Resident in an appropriate Medicare Part D plan when, given the pharmaceutical regime of the Resident, such enrollment or change of enrollment is in the best interests of the Resident.

C. FOR SOCIAL SECURITY REPRESENTATIVE PAYEE STATUS

In the event that the Resident submits a Medicaid application to the Department of

Social Services, the Resident, or the Resident Representative if the Resident lacks capacity, authorizes the Center to be designated by the Social Security Administration as a Representative Payee to receive the Resident's Social Security payments, which shall be applied to the Resident's obligations in accordance with this Agreement.

XI. ARRANGEMENTS IN EVENT OF DEATH

A. NOTIFICATION.

In the event of the Residents' death, the Center will immediately notify the the Resident Representative or other family members.

B. BURIAL ARRANGEMENTS.

The family is expected to provide promptly for Resident's burial. Unless a specific prior arrangement has been entered, all funeral expenses are to be paid from the estate of the Resident or by relatives legally responsible therefore or by funds made available by law.

The Resident and the Resident Representative hereby authorize the Center to make funeral arrangements on their behalf if there is no family or next of kin, or no funeral arrangements have been made within 24 hours of death. The expenses for such arrangements shall be paid by the estate of the Resident or from funds made available by law for that purpose, without any further liability by the Center for the exercise of such authority.

C. RETURN OF RESIDENT'S PROPERTY.

All funds not applied to the cost of services provided shall be returned as provided for herein to the person or probate jurisdiction administering the Resident's estate, or according to a small estate affidavit, unless funds are properly claimed by the County to recoup Medicaid payments.

XII. OBLIGATION TO ABIDE BY FACILITY RULES AND REGULATIONS

The Resident and the Resident Representative agree to abide by the Center's Rules and Regulations, and to respect the personal rights and private property of all residents and staff.

XIII. GENERAL PROVISIONS RELATING TO THIS AGREEMENT

A. WHO IS COVERED BY THE AGREEMENT

In addition to the parties signing this Agreement, the Agreement shall be binding on their heirs, executors, administrators, distributees, successors, and the assigns of said parties.

B. MODIFICATIONS TO BE IN WRITING

This Agreement may not be amended or modified except in writing, signed by Center and the Resident and/or the Resident Representative, except with respect to increases in the various charges as set forth in this Agreement and modifications required by changes in the law. Modifications to this Agreement necessitated by changes in statutory or regulatory requirements or their interpretations are deemed to automatically become part of this Agreement.

C. WAIVER OF RIGHTS UNDER THIS AGREEMENT

The failure of any party to enforce any term of this Agreement or the waiver by any party of any breach of this Agreement will not prevent the subsequent enforcement of such term, and no party will be deemed to have waived the right to subsequent enforcement of this Agreement.

D. SEVERABILITY OF CERTAIN PROVISIONS

If any provision in this Agreement is determined to be illegal or unenforceable, then such provision will be deemed amended so as to render it legal and enforceable and to give effect to the intent of the provision; however, if any provision cannot be so amended, it shall be deemed deleted from this Agreement without affecting or impairing any other part of this Agreement.

E. ENTIRE AGREEMENT

This Agreement with all Addenda (which are hereby incorporated herein) constitutes the entire agreement between the parties with respect to the Resident's admission to the Center and is intended to be an integration of all prior and contemporaneous agreements, conditions or undertakings between the parties on this subject.

F. GOVERNING LAW/SUBMISSION TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Any action arising out of or related to this Agreement shall be brought in, and the parties agree to jurisdiction of, the Supreme Court located in Albany County, State of New York. If the matter is brought in Federal Court, the parties hereby agree to the laying of venue in the Northern District of New York.

G. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be considered an original for all purposes hereunder.

H. SPECIAL CHARACTERISTICS

The Resident and the Resident Representative are hereby advised that the Center is a Kosher facility, that all food served by the Center will be prepared in accordance with traditional Jewish rules of Kashrut, and that certain food products (such as pork and shellfish) are not served. It is further understood that, during the week of the Passover Holiday, foods with leavening and certain other types of foodstuffs may not be available.

I. **NON-DESCRIMINATION**

The Center complies with applicable Federal and State civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

The Center provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters and/or language services for people whose primary language is not English;
- Written information in other formats (large print or other formats);
- Information written in other languages

If you need these services, contact the Director of Resident Life.

If you believe that we have failed to provide these services or have discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Director of Resident Life (180 Washington Avenue Extension, Albany, NY 12203; Tel: 518-724-3320; Fax: 518-724-3296). You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Director of Resident Life is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

J. **SUPPLEMENTAL INFORMATION**

At this time, you are also being provided Physician's Name, Address and Telephone Number; New York State Office of the Aging Ombudsman Program Telephone Number; New York State Department of Health "Hot Line" Telephone Number (all of which are listed on the Frequently Asked Questions Brochure), and Notice of Privacy Practices. You acknowledge receipt of this information by signing below.

The remainder of this page is intentionally left blank. The signature page follows.

WE, THE UNDERSIGNED, HAVE READ, HAVE BEEN ADVISED OF, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

ACCEPTED:

DATE

SIGNATURE OR MARK OF RESIDENT

DATE

SIGNATURE OF SPOUSE*

DATE

SIGNATURE OF RESIDENT REPRESENTATIVE*

DAUGHTERS OF SARAH NURSING CENTER, INC.

DATE

BY: _____
Chief Executive Officer

*(*If Spouse is to serve as the Resident Representative, sign as both Spouse and Resident Representative.)*