

**ST. CATHERINE OF SIENA NURSING AND
REHABILITATION**

ADMISSION AGREEMENT

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TABLE OF CONTENTS

	Page
1. NON-DISCRIMINATION	1
2. SERVICES PROVIDED BY THE FACILITY	1
2.1 Services Included Under the Daily Basic Rate	1
2.2 Anticipated Services	2
2.3 Physician and Ancillary Services	3
2.4 Transportation Services	3
2.5 Outside Services	3
2.6 Prescription Drugs; Medicare Part D	3
2.7 Eyeglasses, Hearing Aids and Prosthetic Devices	4
2.8 Personal Items	4
3. THE RESIDENT'S AGREEMENT TO PAY FOR SERVICES	4
3.1 Resident's Direction to His/Her Agents	4
3.2 The Resident's Obligations	4
3.3 Third Party Agreements	5
3.4 Security Deposit	5
3.5 Payment Obligations under Medicaid and Other Third Party Payors	6
3.6 Bedhold and Readmission Policy	7
4. THE RESPONSIBLE PARTY'S OBLIGATIONS TO THE FACILITY	7
4.1 Acknowledgment of Consideration	7
4.2 Payment Obligation from Resident's Funds	7
4.3 Medicaid Obligations	7
4.4 Reliance on Spouse's Credit	8
5. RESIDENT AND RESPONSIBLE PARTY JOINT OBLIGATIONS AND REPRESENTATIONS	8
5.1 Documentation	8
5.2 Prohibition on Recording	8
5.3 Transfers by Patient/Resident	8
6. TRUTHFULNESS OF INFORMATION PROVIDED	8
7. LATE PAYMENTS AND NON-PAYMENT	9
7.1 Late Charges	9
7.2 Discharge	9
7.3 Collection Costs	9
7.4 Damages	9
8. RESIDENT'S PROPERTY	9
9. AUTHORIZATION FOR PHYSICIAN VISITS AND MEDICAL TREATMENTS	9
10. OBLIGATIONS TO ABIDE BY FACILITY RULES AND REGULATIONS; NON- SMOKING FACILITY; SURVEILLANCE	10

11.	RELOCATION.....	10
12.	ETHICAL AND RELIGIOUS DIRECTIVES.	10
13.	CONSENT TO JURISDICTION AND GOVERNING LAW	10
14.	GENERAL PROVISIONS RELATING TO THIS AGREEMENT	11

ST. CATHERINE OF SIENA NURSING AND REHABILITATION

ADMISSION AGREEMENT

Agreement entered on _____, 202 between ST. CATHERINE OF SIENA NURSING AND REHABILITATION (also referred to as the "Facility") and

(Resident)

and

(Responsible Party)

THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

1. NON-DISCRIMINATION

THE FACILITY DOES NOT DISCRIMINATE BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEXUAL PREFERENCE, GENDER, BLINDNESS, DISABILITY, SPONSORSHIP IN ADMISSION, SOURCE OF PAYMENT, AGE, OR AS OTHERWISE PROHIBITED BY LAW WITH RESPECT TO THE ADMISSION, RETENTION AND CARE OF RESIDENTS.

2. SERVICES PROVIDED BY THE FACILITY

2.1 Services Included Under The Daily Basic Rate. The following services are provided by the Facility under the daily basic rate:

- (a) Lodging in a non-private room;
- (b) Board, including therapeutic or modified diets, as prescribed by a physician (but excluding artificial hydration and nutrition);
- (c) Twenty-four (24) hour per day nursing care;
- (d) Fresh bed linens as required;
- (e) Hospital gowns or pajamas as required and regular non-dry cleaning laundry services for these and other launderable personal clothing items;
- (f) General household medicine cabinet supplies, including non-prescription medications, material for routine skin care, oral hygiene, care of hair, except for specific items that are medically indicated and needed for exceptional use for a specific Resident;

- (g) Assistance and/or supervision when required with activities of daily living, including toileting, bathing, feeding and ambulation assistance; (but excluding continuous one on one supervision);
- (h) Services of members of the Facility staff performing their daily assigned patient care duties;
- (i) The use of customarily stocked equipment, including crutches, walkers, wheelchairs, or other supportive equipment, and training in their use when necessary, unless such item is prescribed by a physician for the regular and sole use by a specific Resident;
- (j) The use of all equipment, medical supplies and modalities usually used in the everyday care of the Resident, including catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads;
- (k) An activities program, including a planned schedule for recreational, motivational, social and other activities, together with the necessary materials and supplies;
- (l) Social services as needed; and
- (m) Physical, occupational, speech and respiratory therapies, provided in accordance with a maintenance program (but not such therapies provided in accordance with a restorative program).

2.2 Anticipated Services

It is anticipated that the Resident will initially require the following level of care:

- ☐ Long Term Care
- ☐ Sub-Acute Care*

* The Facility defines sub-acute care as goal oriented, comprehensive, inpatient care designed for an individual who has an acute illness, injury, or exacerbation of a disease process. It is generally rendered at the Facility immediately after, or instead of, acute hospitalization. Sub-acute care lasts for a limited time or until a condition is stabilized or a predetermined treatment course is completed.

Residents admitted for sub-acute care services are admitted with the expectation that, unless continued placement in the Facility is medically appropriate, they will be discharged once short term services are no longer required. It is the mutual objective of the Resident and the Facility that the Resident returns to his/her home or a less restrictive setting, if appropriate. The Resident and his/her Responsible Parties agree to facilitate discharge as soon as medically appropriate, and hereby represent and agree that they will work with the Facility staff to secure an appropriate and timely discharge.

Note: Residents admitted for sub-acute care are responsible for any charges that may accrue after termination of their third party coverage if they remain in the Facility for any reason.

In the event the Resident is admitted for sub-acute services and thereafter requires long term care placement due to his/her health condition, an intra-facility room change or transfer to a more appropriate setting may be necessary. Any such room change shall be carried out in accordance with applicable law and the Facility's policies and procedures.

2.3 Physician And Ancillary Services

Charges for physician visits and physician-ordered ancillary services are not included in the daily basic rate. Charges may be billed by the Facility 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 payor) except for deductibles and co-payments. Medicaid eligible Resident's physician services are normally covered by Medicaid.

A listing of charges for ancillary services and prescription drugs which are provided by the Facility but which are not included in the daily basic rate is available to the Resident at the office of the Facility's administrator.

The Facility will arrange for physician visits, including by phone or video, as authorized under this Agreement and for ancillary services 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 Facility who meet the applicable New York licensing, registration and certification requirements.

The following ancillary services are normally covered by Medicare or Medicaid:

- (a) Restorative Physical Therapy
- (b) Restorative Audiology Services
- (c) Restorative Occupational Therapy
- (d) Speech Therapy
- (e) Podiatry Services
- (f) Psychiatric or Psychological Treatment
- (g) Optometric Services
- (h) Laboratory Services
- (i) Radiology Services
- (j) Electrocardiography Services
- (k) Oxygen Therapy
- (l) Dental Services

The Facility is responsible for furnishing directly, or arranging for, certain services for its residents. In arranging for the provision of such services, the Facility is required to enter into arrangements with outside providers. Further, in entering into such an arrangement, the Facility must exercise professional responsibility and control over the arranged-for services. In that regard, all services that the Resident requires must be provided by the Facility or an outside provider approved by the Facility. Resident is liable for all charges incurred by providers not approved by the Facility.

2.4 Transportation Services. Medicare will usually cover ambulance services that are medically necessary while Medicaid will usually cover ambulette services. In addition, some (although not many) managed care plans and third party insurance policies may provide coverage for certain transportation costs. The Resident will be responsible for payment of transportation costs that are not covered by Medicare, Medicaid or insurance carrier.

2.5 Outside Services. If the Resident desires to engage the services of an outside dentist, physician or other consultant, and the use of that consultant was not ordered by a Facility physician, the Resident is responsible for all costs associated with those services, including professional fees to the extent those fees are not covered by Medicaid, Medicare or an insurance carrier and accompanying Facility personnel when transportation off-site with supervision is required. The Resident agrees to hold Facility harmless for any and all harm, injury, damage or loss the Resident might incur while away from the Facility unaccompanied by any Facility staff members.

2.6 **Prescription Drugs; Medicare Part D.** Charges for drugs prescribed by a physician are not included in the daily basic rate. To the extent that prescription drug charges are not covered by Medicaid, Medicare or insurance carrier, they must be paid by the Resident. A Resident eligible for Medicare Part D coverage agrees to enroll in a Medicare Part D prescription drug plan which has a contract with the Facility's vendor pharmacy at or prior to the date of admission, if eligible at such time or during the month the Resident first becomes eligible for Medicare Part D coverage, if such eligibility occurs after the date of admission. All prescription drugs must be administered to the Resident by the Facility.

2.7 **Eyeglasses, Hearing Aids and Prosthetic Devices.** Eyeglasses, hearing aides, dental prostheses and other prosthetic devices are made available by the Facility but are not covered under the daily basic rate. To the extent that they are not paid for by Medicaid, Medicare or insurance carrier, they must be paid for or charged against the Resident's account when the cost is incurred.

2.8 **Personal Items.** Certain items and services, such as those listed below, are not covered under the daily basic rate and they are not normally paid for by Medicaid, Medicare or insurance carriers. Such items are made available by the Facility but must be paid for or charged against the Resident's account when the cost is incurred.

- (a) Barber and beauty parlor services;
- (b) Private telephone, television or computer in room, including installation, maintenance and monthly and service fees;
- (c) Shoes (non-prescription) and personal clothing;
- (d) Dry cleaning;
- (e) Special transportation for personal use;
- (f) Cosmetic and grooming items and services in excess of those included in the basic service;
- (g) Specially prepared food, beyond that generally prepared by the Facility;
- (h) Personal comfort items including tobacco products and confections; and
- (i) Personal reading materials, including newspapers.

3. THE RESIDENT'S AGREEMENT TO PAY FOR SERVICES

3.1 **Resident's Direction To His/Her Agents.** The Resident hereby directs the Responsible Party, to ensure that all payment obligations under this Agreement are met from the Resident's assets and to cooperate in obtaining Medicaid coverage if necessary to meet the Resident's obligations under this Agreement.

3.2 **The Resident's Obligations.** Subject to Section 3.3 below, the Resident agrees to pay for, or arrange to have paid for by Medicaid, Medicare, managed care providers or other insurers, all services provided by the Facility under this Agreement as follows:

(a) **Medicare or Medicaid Coverage.** If the Resident qualifies for Medicaid or Medicare coverage, the Facility agrees to accept the payment from these programs, plus any related coinsurance, deductible and Medicaid surplus amounts owed by the Resident, as payment in full for the items and services covered by Medicaid or Medicare. Residents are responsible for payment of services not covered by Medicare or Medicaid. **Residents eligible for Medicaid are also required to pay over their net available monthly income as detailed in Section 3.5(c) below.**

(b) **Private Pay Status.** If the Resident does not qualify for Medicaid or Medicare coverage or have other third party coverage in place, the Resident agrees to pay the Facility (i) the daily basic rate of \$475 for Long Term Semi Private room, \$510 for Long Term Private Room and \$575 for Short Term care (as may be increased on thirty (30) days written notice to the Resident or the Responsible Party); (ii) items and services not covered under the daily basic rate pursuant to section 2.1

above (including prescription drugs and other ancillary services); (the total of the charges set forth in Subsections 3.2(b)(i) and (ii) referred to as the "Private Pay Rate"). The Resident agrees to pay the Private Pay Rate to the Facility after other coverage has been applied or exhausted until the month in which the Resident's Medicaid eligibility covers such charges. The Private Pay Rate payable for a month shall be paid in full by the fifteenth (15th) day of that month. In addition, a Resident paying the Private Pay Rate is responsible for paying the amount of the New York State assessment levied on the Resident's payments to the Facility, including the base assessment, as may be adjusted, and any additional temporary assessments imposed. (As of January 1, 2017, the current combined assessment rate is 6.8%). This amount is included in the basic daily rate.

3.3 Third Party Agreements

(a) Managed Care Agreement. Notwithstanding anything in this Agreement to the contrary but subject to Section 3.3(c) below, during such time as (i) a written agreement (the "Provider Agreement") is in effect between the Facility and a managed care company (the "Managed Care Company") for the reimbursement to the Facility for certain services ("Covered Services") to enrolled members of the Managed Care Company's plan; and (ii) the Resident continues as an enrolled Member of the Managed Care Company's plan, except to the extent permitted under the Provider Agreement the Resident will not be responsible to the Facility for the payment of any Covered Services covered under the Provider Agreement. **The Resident will remain liable for services for which the Facility is not entitled to reimbursement under the Provider Agreement, including deductibles, co-payments, co-insurance and/or payment for non-Covered Services.**

(b) Insurance Company Agreement. Notwithstanding anything in this Agreement to the contrary but subject to Section 3.3(c) below, the Resident will not be responsible to the Facility for the payment of any services provided by the Facility (the "Specified Services") to the extent the Specified Services are subject to reimbursement by the Resident's insurance company pursuant to a written agreement (the "Insurance Agreement") between the Facility and the Insurance Company. **The Resident will remain liable for payment for all services for which the Facility is not entitled to reimbursement under the Insurance Agreement, including deductibles, co-payments, co-insurance and/or payment for non-Specified Services.**

(c) Requirement to Provide Information. If the Resident does not timely provide the information required for the Facility to obtain pre-certification of the Resident's admission to the Facility from a Managed Care Company or an Insurance Company, the Resident will be responsible for all charges owed pursuant to Section 3.2 above to the extent the Facility is not reimbursed by the Managed Care Company or Insurance Company due to the Facility's inability to obtain the Resident's pre-certification for coverage.

(d) Other Insurance Arrangements. To the extent that there is no written agreement between an insurance carrier and the Facility applicable to the Resident's charges under this Agreement, the Resident shall have the sole responsibility to collect or apply for any insurance benefits the Resident may be entitled to, including long term care insurance. The Facility assumes no responsibility to apply for or collect such insurance benefits.

3.4 Security Deposit

(a) In General. If the Resident is not qualified for Medicare Part A, Medicaid, managed care, or insurance coverage on admission, the Resident agrees to prepay an amount for basic services which shall equal ninety (90) days' payment at the daily basic rate. Prepayment will be placed in an interest bearing account (the "Prepayment Account") and any interest earned shall be credited to Resident's Prepayment Account. The Prepayment Account must be maintained at all times at an amount equal to at least ninety (90) days at the Facility's room and board rate, and is not to be used for Resident's current care (except as otherwise provided herein). If the Resident is transferred to a more expensive room, or if the Facility's daily room and board rate increases, the Facility will notify

Resident and/or the Responsible Party within thirty (30) days, and additional funds will be required to increase the prepayment to reflect the increased rate. If the Resident is spending down assets to the Medicaid limit, monies in the Prepayment Account will be applied toward current care and will be used to calculate the date when Medicaid coverage begins. Upon termination of Resident's stay at the Facility or eligibility for Medicare Part A, Medicaid, managed care or insurance coverage, any outstanding bills shall be paid from the monies in the Prepayment Account. The remainder of the Prepayment Account will be refunded, together with accrued interest, to the source of payment.

(b) Exhaustion of Medicare Benefits. If the Resident qualified for Medicare Part A, managed care or insurance benefits and these benefits become exhausted and the Resident is unable to supply satisfactory evidence of entitlement to Medicaid benefits, the Resident agrees to prepay an amount equal to ninety (90) days' payment at the daily basic rate as security for payment of any financial obligation of the Resident under this Agreement.

3.5 Payment Obligations Under Medicaid And Other Third Party Payors

(a) Obligations to Assure Third Party Payment. The Resident agrees to provide information pertaining to all potential third party payors, and either agrees to provide proof that a claim for coverage has been made or to provide the Facility with necessary information for the Facility to submit the claim.

(b) Duty to Arrange for Timely Medicaid Application. The Resident agrees to monitor his/her resources to assure uninterrupted payment to the Facility by making timely application to Medicaid (and/or other payors) as is necessary. The Resident will inform the Facility at least ninety (90) days prior to the Resident's exhaustion of the Resident's assets or Managed Care or Insurance Company benefits. However, if the Resident's Managed Care or Insurance Company benefits are terminated due to a change in the Resident's condition, the Resident will inform the Facility within three (3) days of the termination of benefits.

(c) Monthly Income Payments under Medicaid. The Resident understands that if he/she receives monthly income and also qualifies for Medicaid, the County Department of Social Services will require most of such income (referred to as "Net Available Monthly Income") to be paid to the Facility. In that event, the Resident guarantees that such income will be delivered to the Facility on or before the 7th of each month or that it will be sent directly to the Facility from the income payor. If the Resident's liquid assets are exhausted or unavailable prior to a determination of Medicaid coverage, the Resident agrees to pay his/her monthly income to the Facility as partial payment for the Private Pay Rate.

(d) Semi-Private Room. Medicaid covers the costs of a semi-private room. If the Resident has occupied a private room, the Resident understands and agrees that when he/she no longer pays the Private Pay Rate and does not have a medical condition requiring a private room, when the Facility otherwise has need for the room, or when Medicaid coverage begins, he/she will move to a semi-private room.

3.6 Bedhold and Readmission Policy

(a) Private Pay Residents. A private pay Resident may request that the Facility hold the Resident's bed if the Resident is expected to return to the Facility. In such event, a bed hold may be arranged whereby the Resident and/or the Designated Representative shall continue to pay the Facility's basic daily charges (i.e., the Private Pay Rate) and the Facility will hold the Resident's bed available until his/her return. If the Resident and/or the Designated Representative decided that the Resident will not return to the Facility, the Facility should be notified three (3) days in advance in writing of such decision. The Facility reserves the right to decline a bed hold for private pay residents on the basis of financial arrears. Private pay bed hold begins on the first day that a resident is not in the Facility for the midnight census count.

(b) Medicare Part A and other Non-Medicaid Covered Residents. Bed hold days are not covered by Medicare and generally are not covered by commercial insurance, managed care plans or other non-Medicaid payors. The Resident and/or Designated Representative may voluntarily elect to pay for bed hold days at the Facility's basic daily charges (i.e., the Private Pay Rate), subject to and in accordance with the provision set forth above with regard to private pay resident. Such payment is not a condition of re-admission to the facility.

(c) Medicaid Covered Residents. Per the regulations of Section 505.9 of 18 NYCRR and Section 86.2.40 of 10 NYCRR, Residents 21 and over on hospice and on hospital, therapeutic and hospice leaves of absence will be reimbursed at 50% of the Medicaid rate otherwise payable to the facility for services provided. Payments cannot exceed fourteen (14) days in any twelve (12) month period. Residents 21 and over on therapeutic leaves of absence will be reimbursed at 95% of the Medicaid rate otherwise payable to the facility for services provided. Payments cannot exceed ten (10) days in any twelve (12) month period. The Facility is not required to hold the Residents bed when no Medicaid payment is available. The Resident will be readmitted to the Facility immediately upon the first availability of a bed in a semi private room if the Resident requires the services of the Facility and is eligible for Medicaid nursing home services.

4. THE RESPONSIBLE PARTY'S OBLIGATIONS TO THE FACILITY

4.1 Acknowledgement of Consideration. The Responsible Party desires to facilitate the Resident's admission to the Facility and acknowledges that the Facility has agreed to enter into this Agreement and admit the Resident to the Facility in consideration of the Responsible Party's representations and obligations to the Facility under this Agreement.

4.2 Payment Obligation from Resident's Funds. The Responsible Party personally and independently guarantees continuity of payment to the Facility from the Resident's funds for the cost of the Resident's care to the extent the Responsible Party has control over the Resident's assets. Unless the Responsible Party is otherwise obligated by law to pay for the Resident's care, as the Resident's spouse may be; the Responsible Party is not required to use his/her personal resources to pay for such care.

4.3 Medicaid Obligations. Because payment obligations under this Agreement include the duty to arrange for timely and continued Medicaid coverage in the event the Resident cannot or otherwise fails to satisfy the obligations under this Agreement, the Responsible Party agrees to be personally responsible for the following:

(a) Timely Medicaid Application. The Responsible Party personally agrees to cooperate in assuring timely Medicaid coverage:

- (1) by filing the Resident's Medicaid application sufficiently in advance of the exhaustion of the Resident's funds to ensure uninterrupted payments to the Facility; and
- (2) by providing complete information and documentation to the County Department of Social Services within the time frame or a negotiated extension of the time frame requested for such application.

(b) Monthly Income of Medicaid-Covered Residents. If the Resident's Medicaid application is pending and the Resident's assets are depleted or not currently available, the Responsible Party agrees to cause the Resident's monthly income to be paid to the Facility as partial payment for the daily basic rate owed. Once Medicaid eligibility is established, the Responsible Party agrees to cause the Resident's Net Available Monthly Income (as determined by the County Department of Social Services) to be either paid to or deposited directly with the Facility.

(c) Annual Medicaid Recertification. If the Resident becomes Medicaid eligible, the Responsible Party personally agrees to ensure the Resident's timely annual Medicaid recertification by providing information regarding the Resident's assets to the County Department of Social Services within the time frame of its request.

4.4 Reliance on Spouse's Credit. It is acknowledged that, to the extent that the Resident is married, the Facility is relying upon both the Resident and the Resident's spouse's credit for any charges incurred by the Resident.

5. RESIDENT AND RESPONSIBLE PARTY JOINT OBLIGATIONS AND REPRESENTATIONS

5.1 Documentation. The Resident and the Responsible Party agree to provide the Facility with copies of all Powers of Attorney, Guardianship Orders, Health Care Proxy or other documentation authorizing an agent to act for or on behalf of the Resident.

5.2 Prohibition on Recording. The Resident and the Responsible Party agree that neither they nor their agents may record other residents of the Facility or staff of the Facility (including audio, video and still pictures) without their express written consent.

5.3 Transfers By The Patient/Resident. The Resident and the Responsible Party understand that the Resident's ability to qualify for Medicaid coverage could be impaired by certain transfers of assets by the Resident. They further understand that the purchase by the Resident or his or her spouse of an annuity contract, life estate interest in a home, loan, promissory note or mortgage will be considered a transfer under certain circumstances for Medicaid eligibility purposes. The Patient/Resident and the Responsible Party warrant and represent the following:

(a) Except as set forth below, they do not have any knowledge of transfers by the Patient/Resident or his or her spouse within the last five (5) years (i) of assets for less than their fair value or (ii) to a trust of which the Patient/Resident is a beneficiary.

(b) Except as set forth below, they do not have any knowledge of the purchase by the Patient/Resident or his or her spouse of an annuity contract, life estate interest in a home, loan, promissory note or mortgage within the last five (5) years.

6. TRUTHFULNESS OF INFORMATION PROVIDED

The Resident and the Responsible Party each jointly and separately guarantee the truthfulness of all information they each provide to the Facility (including information relating to the financial resources of the Resident and transfers by the Resident). By signing this Agreement, the Resident and the Responsible Party acknowledge that the Facility relies on such information, and they agree to pay on demand all damages directly or indirectly resulting from their misrepresentation of information provided to the Facility, including reasonable attorney's fees.

7. LATE PAYMENTS AND NON-PAYMENT

7.1 **Late Charges.** In the event of late payment of any sums due from the Resident or Responsible Party under this Agreement, the Facility will be entitled to receive a fee computed at one and one-half percent (1-1/2%) per month of said amount or the maximum amount allowed by law, whichever is less, on all accounts overdue more than thirty (30) days.

7.2 **Discharge.** It is understood that the Resident may be discharged for non-payment of sums due under this Agreement or as otherwise permitted under New York State Department of Health Regulations.

7.3 **Collection Costs.** In case of non-payment of any sum due under the terms of this Agreement, the Resident agrees to pay interest as set forth above and reasonable collection fees, including but not limited to attorney's fees and expenses, incurred by the Facility in enforcing the terms of this Agreement.

7.4 **Damages.** If the Responsible Party breaches his/her personal obligations to the Facility, and fails to pay amounts owed by the Resident under this Agreement (including the Private Pay Rate, the Net Available Monthly Income, or the deductibles and co-insurance) from the Resident's funds to which he/she has access, and/or if the Resident's Medicaid eligibility is delayed or denied due to the Responsible Party's failure to make timely or complete Medicaid application or recertification as set forth above, the Responsible Party agrees to pay damages caused by such failure, including interest on late payments in accordance with Section 7.1 above and reasonable attorney's fees and expenses.

8. RESIDENT'S PROPERTY

The Facility has in place written policies and procedures to safeguard the Resident's property at the nursing home facility. The Facility is not liable for the replacement or reimbursement of the Resident's property except as required under the Facility's policies and procedures or applicable law.

It is the obligation of the Resident and Responsible Party to arrange for disposition of all of the Resident's property upon discharge. The Facility may dispose of property left more than forty-five (45) days after discharge to the proper authorities.

The Resident agrees that, except as otherwise directed by Resident to the Facility at any time, any payment refunds payable upon Resident's discharge from the Facility may be paid to the payer of the Resident's charges, include joint account holders with the Resident.

9. AUTHORIZATION FOR PHYSICIAN VISITS AND MEDICAL TREATMENTS

The Resident (or, if the Resident lacks consent and the Responsible Party has the authority to make healthcare decisions on behalf of the Resident, the Responsible Party) agree that a physician may visit the Resident in the Facility at least once every 30 days for the first 90 days after admission, and at least once every 60 days thereafter, or as often as necessary to address the Resident's medical care needs.

The PPD test for Tuberculosis will be administered upon admission if indicated. The Pneumococcal vaccine will be administered to the patient/resident upon admission if he/she has not received it in the past or Pneumococcal vaccine status is unknown. The influenza vaccine will be administered to the patient/resident during the months of October through April upon admission if not received previously and annually thereafter.

10. OBLIGATIONS TO ABIDE BY FACILITY RULES AND REGULATIONS; NON-SMOKING FACILITY; SURVEILLANCE

The Resident and the Responsible Party agree to abide by the Facility's Rules and Regulations, and to respect the personal rights and private property of all residents and staff. A copy of the current Rules and Regulations are attached hereto as Addendum I. The Resident acknowledges that the Facility is a non-smoking facility and will abide with all rules of the Facility restricting smoking. The Resident acknowledges that the public spaces of the Facility may be subject to camera surveillance for safety, security, and quality assurance purposes.

11. RELOCATION

The Resident may be relocated to another room or unit within the Facility if there is a change in medical condition. This includes the relocation of the Resident from the Facility's subacute unit to a long term care unit. The Resident may also be relocated to another room if such a change is required to ensure that persons of the same gender share a room or to accommodate the clinical needs of another resident.

12. ETHICAL AND RELIGIOUS DIRECTIVES

Resident acknowledges that the Facility is a Catholic institution which follows the Ethical and Religious Directives as promulgated by the National Conference of Catholic Bishops and published, interpreted and applied by the Bishop of Rockville Centre, and that the care and treatment the Resident receives at the Facility will be provided consistent with the Ethical and Religious Directives. Resident understands that a copy of the Ethical and Religious Directives will be made available to Resident upon his or her request.

13. CONSENT TO JURISDICTION AND GOVERNING LAW

Each of the parties to this Agreement irrevocably (a) submits to the exclusive jurisdiction of the courts of the State of New York in the County of Suffolk (and the Federal courts having jurisdiction in the State of New York, County of Suffolk) for purposes of any judicial proceeding that may be instituted in connection with any matter arising under or relating to this Agreement or otherwise, (b) waives any objection that such party may have at any time to the laying of venue of any action or proceeding brought in any such court, and (c) waives any claim that such action or proceeding has been brought in an inconvenient forum.

14. GENERAL PROVISIONS RELATING TO THIS AGREEMENT

In addition to the parties signing this Agreement, the Agreement shall be binding on the heirs, executors, administrators, distributors, successors, and assigns of the parties. Notwithstanding anything in this Agreement to the contrary, the provisions of sections 3, 4, 5, 7, 8, 13 and 14 shall survive the termination of this Agreement.

This Agreement represents the entire agreement among the parties and may not be amended or modified except in writing signed by the Facility and the Resident and/or the Responsible Party, except with respect to increases in 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 become part of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

This Agreement shall remain in full force and effect upon the Resident's return to the Facility after the temporary transfer of the Resident to another facility for medical or surgical treatment or the Resident's temporary absence from the Facility when the Facility is required to readmit the Resident under applicable law.

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 the party will not be deemed to have waived any subsequent breach of this Agreement. Should any provision of this Agreement be void or unenforceable, that provision shall be deemed omitted, and this Agreement with such other provision omitted shall remain in effect.

Headings contained in this Agreement have been inserted for reference purposes only, and shall not be construed as part of this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

The parties to this Agreement have read, been advised of, understand and agree to be legally bound by the terms and conditions set forth herein. This includes but is not limited to

Authorization for Physician Visits and Medical Treatments
Ethical and Religious Directives

In addition, we, the Resident and the Responsible Party, have received copies of the following:

- the Resident's Statement of Rights
- physician's name, address and telephone number
- New York State Department of Health "hot line" telephone number
- New York State Office of the Aging Ombudsman Program telephone number
- the Facility Handbook
- information about Medicaid and Medicare eligibility
- bed retention policy
- form indicating right to make advanced directives
- restraint and pain philosophy
- the Facility's visitation policy

ACCEPTED:

RESIDENT:

Signature

Date

If signing on behalf of Resident:

(Name)

(Authority)

RESPONSIBLE PARTY

(including with respect to the obligations
set forth in Section 4 above):

Signature

Date

ACCEPTED:

FACILITY:

**ST. CATHERINE OF SIENA NURSING AND
REHABILITATION**

By: _____
Name:
Title:

_____ Date

ADDENDUM I

ST. CATHERINE OF SIENA NURSING AND REHABILITATION

HOUSE RULES

The following rules have been developed to promote Resident safety, a healthful environment, and positive socializations. Additional information may be obtained from nursing staff or the appropriate department.

1. All electrical devices including TVs must be inspected by Maintenance prior to placement in Resident rooms for reasons of electrical and fire safety. (Note: TVs should be no larger than 21" color, remote control portables.)
2. All clothing/personal effects must be clearly labeled. Minimum clothing levels must be maintained by the Resident's family and must be machine washable (no wools/tweeds.)
3. Subject to Facility approval, residents may retain and use some possessions, including some furnishings. Remember, roommate possessions and safety must be considered.
4. Recommended visiting times are 11:00 am - 9:00 pm.
5. Food brought in should be limited to wrapped candy, fruit or non-perishable items in small plastic containers. Any food found in Resident's closet or cabinet and not properly contained, will be discarded.
6. Residents should not have more than a few dollars in their possession. We can open a personal account for the Resident if desired. Valuable jewelry should not be left with the Resident. The Facility will investigate reported instances of misappropriation of money or valuables, however we assume no responsibility.
7. The Facility is a smoke free campus and smoking is prohibited.
8. Residents may not keep flammable materials such as candles or incense in their rooms.
9. Cleaning products such as Lysol, bleach, ammonia and similar items are not permitted in the residents' rooms. Residents who wish to do light cleaning may obtain a mild cleaner from housekeeping services.
10. Residents may have alcoholic beverages only if approved by the attending physician and supplied by the family. All alcoholic beverages including beer are considered a pharmaceutical and will be treated as such. We will serve alcoholic beverages at parties on occasion as part of our activity program.
11. The Facility retains the right to change room assignments upon consultation with the Resident, their family or Designated Representative, and facility staff. Room

changes are based both on sound operational decisions and the recognition of the Resident's autonomy and self-determination.

12. The Facility will seek alternate placement for any Resident who exhibits severe and continual behavior problems and is abusive to staff and/or other residents.
13. Any personal effects such as dentures, eyeglasses, televisions, or any other articles mentioned on form provided, should be brought to the attention of the nursing unit to be added to the admission sheet on chart.
14. Gratuities are not permitted as Facility employees are prohibited from accepting any tips from the Resident, Designated Representative or next-of-kin for any services received by the Resident.

ADDENDUM II
AUTHORIZATION FOR ACCESS TO MEDICAID FILE

I hereby authorize ST. CATHERINE OF SIENA NURSING AND REHABILITATION to have full access to the application for Medical Assistance ("Medicaid") filed on behalf of _____ and to the attendant file and recertification file maintained by any government agency in connection with that Medicaid application.

I understand that this Authorization would allow ST. CATHERINE OF SIENA NURSING AND REHABILITATION to receive copies of all correspondence and other documents regarding the application and recertification.

Date

Signature

Print Name:

Relationship:

Witness

ADDENDUM III
AUTHORIZATION TO OBTAIN MEDICAID ELIGIBILITY

I hereby authorize **ST. CATHERINE OF SIENA NURSING AND REHABILITATION** to act in my name, place and stead in connection with the establishment of my initial and continuing eligibility for Medicare and Medicaid benefits, including with respect to filing the appropriate applications for my initial and continuing eligibility, applying for and attending a Fair Hearing, and to secure copies of all applicable banking statements in my name, to secure proof of any income received in my name, to secure confirmation of the face and cash value of any life insurance policy in my name, to secure verification of any third party insurance benefits to which I may be entitled.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

Dated

Signature

Print Name: _____

Relationship: _____

Witness

FINANCIAL AGENT'S PERSONAL AGREEMENT

AGREEMENT between **St. Catherine of Siena Nursing and Rehabilitation Care Center** (the "Facility") with offices at 52 Route 25A, Smithtown, NY 11787 and _____ (the "Financial Agent"), residing at _____ for the benefit of and concerning the admission of _____ (the "Resident") to the nursing home facility operated by the Facility pursuant to the attached Admission Agreement between the Facility and the Resident (the "Admission Agreement").

RECITALS

A. The Financial Agent is a person selected by the Resident, such as a power of attorney or guardian, who has access to some or all of the Resident's assets or financial information and is responsible to assist the Resident in meeting the Resident's financial obligations under the Admission Agreement by insuring that the Resident uses his/her assets and income to pay for the cost of care.;

B. The Financial Agent understands the Resident's obligations to the Facility set forth in the Admission Agreement;

C. The Financial Agent wishes to assist the Resident and to facilitate the Resident's admission to the Facility, and

D. The Financial Agent agrees and acknowledges that the Facility's admission of the Resident into its nursing home facility is made on reliance of the Financial Agent's obligations under this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other and further valuable consideration, the parties hereby agree as follows:

1. Payment Obligation. The Financial Agent personally and independently guarantees continuity of payment to the Facility from the Resident's funds for the cost of the Resident's care to the extent the Financial Agent has control over the Resident's assets. Unless the Financial Agent is otherwise obligated by law to pay for the Resident's care, as the Resident's spouse may be, the Financial Agent is not required to use his/her personal resources to pay for such care.

2. Medicaid Obligations. The Financial Agent agrees to be personally responsible for the following:

2.1 Timely Medicaid Application. The Financial Agent personally agrees to cooperate in assuring timely Medicaid coverage:

a. by filing the Resident's Medicaid application sufficiently in advance of the exhaustion of the Resident's funds to ensure uninterrupted payments to the Facility; and

b. by providing complete information and documentation to which the Financial Agent has access to the County Department of Social Services within the time frame or a negotiated extension of the time frame requested for such application.

2.2 Monthly Income of Medicaid-Covered Residents. If the Resident's Medicaid application is pending and the Resident's assets are depleted or not currently available, the Financial Agent agrees to cause the Resident's monthly income to be paid to the Facility as partial payment for the daily basic rate owed. Once Medicaid eligibility is established, the Financial Agent agrees to cause the Resident's Net Available Monthly Income (as determined by the County Department of Social Services) to be either paid to or deposited directly with the Facility.

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

3. Insurance Obligations. If the Facility's charges to the Resident may be covered by the Resident's insurance carrier, the Financial Agent personally agrees to assist the Facility in obtaining such insurance coverage.

4. Powers of Attorney. The Financial Agent agrees to provide the Facility with copies of all Powers of Attorney, Guardianship Orders, Health Care Proxy or other documentation authorizing an agent to act for or on behalf of the Resident.

5. Transfers by the Resident. The Financial Agent understands that the Resident's ability to qualify for Medicaid coverage could be impaired by certain transfers of assets by the Resident. The Financial Agent further understands that the purchase by the Resident or his or her spouse of an annuity contract, life estate interest in a home, loan, promissory note or mortgage will be considered a transfer under certain circumstances for Medicaid eligibility purposes. The Financial Agent warrants and represents the following:

5.1 Except as set forth below, the Financial Agent does not have any knowledge of transfers by the Resident or his or her spouse within the last five (5) years (i) of assets for less than their fair value or (ii) to a trust of which the Resident is a beneficiary.

5.2 Except as set forth below, the Financial Agent does not have any knowledge of the purchase by the Resident or his or her spouse of an annuity contract, life estate interest in a home, loan, promissory note or mortgage within the last five (5) years.

6. Truthfulness Of Information Provided. The Financial Agent guarantees the truthfulness of all information the Financial Agent provides to the Facility (including information relating to the financial resources of the Resident and transfers by the Resident). The Financial Agent acknowledges that the Facility relies on such information, and agrees to pay on demand all damages directly or indirectly resulting from their misrepresentation of information provided to the Facility, including reasonable attorney's fees.

7. Damages. If the Financial Agent breaches his/her personal obligations to the Facility pursuant to this Agreement (including by failing to pay amounts owed by the Resident from the Resident's funds to which he/she has access, or if the Resident's Medicaid eligibility is delayed or denied due to the Financial Agent's failure to make timely or complete Medicaid application or recertification), the Financial Agent agrees to pay damages caused by such failure, including interest on late payments computed at one and one-half percent (1-1/2%) per month of said amount or the maximum amount allowed by law, whichever is less and reasonable attorney's fees and expenses.

8. General Provisions Relating To This Agreement.

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

8.2 This Agreement represents the entire agreement between the parties and may not be amended or modified except in writing signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

8.3 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 the party will not be deemed to have waived any subsequent breach of this Agreement. Should any provision of this Agreement be void or unenforceable, that provision shall be deemed omitted, and this Agreement with such other provision omitted shall remain in effect.

8.4 Temporary transfer of the Resident to another facility for medical or surgical treatment, or the Resident's temporary absence from the Facility for any other purpose, where such transfer or absence does not exceed a period of six (6)

months, shall not terminate this Agreement. Rather, upon the Resident's return to the Facility, this Agreement shall continue in full force and effect. The Resident and/or the Designated Representative shall not be obligated to pay the Facility's applicable charges for the period of the Resident's transfer or absence and the Facility shall not be obligated to hold the Resident's bed until his/her return, unless prior arrangements have been made for a bed hold pursuant to the terms of section 3.6 of this Agreement. In the absence of a bed hold, the Resident may be placed in any appropriate bed available in the Facility at the time he/she returns.

8.5 Headings contained in this Agreement have been inserted for reference purposes only, and shall not be construed as part of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the Financial Agent hereby executes this Agreement for the benefit of the Resident as of the date indicated.

Date

Financial Agent

ST. CATHERINE OF SIENA NURSING
AND REHABILITATION CARE CENTER

Date

By: _____
Name:
Title:

THE FACILITY DOES NOT DISCRIMINATE BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEXUAL PREFERENCE, GENDER, BLINDNESS, DISABILITY, SPONSORSHIP IN ADMISSION, SOURCE OF PAYMENT, AGE, OR AS OTHERWISE PROHIBITED BY LAW WITH RESPECT TO THE ADMISSION, RETENTION AND CARE OF RESIDENTS.