

MORNINGSIDE NURSING AND REHABILITATION CENTER

1000 Pelham Parkway South
Bronx, New York 10461
(718) 409-8200

ADMISSION AGREEMENT

Agreement effective as the of _____, between **MORNINGSIDE NURSING AND REHABILITATION CENTER**, located at 1000 Pelham Parkway South, Bronx, New York 10461 (hereinafter "Facility") and _____ (hereinafter referred to as "Resident"), whose residence is located at _____ and _____ (hereinafter "Designated Representative") residing at _____ and _____ Resident's spouse (hereinafter "Sponsor", if not listed as "Designated Representative") residing at _____.

The Facility accepts the Resident for admission subject to the following terms and conditions:

I. ADMISSION AND CONSENT

The undersigned hereby agrees, subject to both federal and state laws, rules and regulations, that the Resident will be admitted to the Facility only upon the order of a New York State licensed physician and upon a determination that the Resident satisfies the admission assessment criteria set by the New York State Department of Health and by the Facility. The Resident and/or Designated Representative and/or Sponsor hereby consent to such routine care and treatment as may be provided by the Facility and/or ancillary providers in accordance with the Resident's plan of care, including but not limited to, transfer to an acute care hospital when necessary, dental, medical and/or surgical consultation, examination by staff, telemedicine services, routine diagnostic tests and procedures, and the administration of pharmaceuticals. The Resident and/or Designated Representative and/or Sponsor shall have the right to participate in the development of the plan of care and shall be provided with information concerning his or her rights, to consent or refuse treatment at any time to the extent allowable under applicable law.

The Facility will arrange for the transfer of the Resident to a hospital or other health care facility when any such transfer is ordered by the attending physician or a substitute physician.. The Facility is not responsible for payment for care and services rendered to the Resident by any hospital or any other health care facility.

Pharmacy services are available through the Facility. Residents whose care is paid for by Medicare Part A must utilize the pharmacy specified by the Facility. If the Resident is not receiving care and services covered by Medicare Part A, the Resident and/or Designated Representative and/or Sponsor may designate another pharmacy provider through Medicare Part D or at the Resident's expense. Residents who choose coverage under Medicare Part D are encouraged to select a plan that covers as many medications as possible. In all cases, the pharmacy must agree to provide services in accordance with all applicable federal and state statutes and regulations and the requirements of the Facility, including but not limited to 24-hour service and delivery, labeling, unit dose form, and monitoring. The Facility is authorized to use generic name medications except as otherwise ordered, in writing, by the Resident's physician. The Facility's Director of Nursing Services and the Consultant Pharmacist are authorized to destroy any excess or undesired medications in accordance with applicable law.

During the Resident's stay at the Facility, the Facility is authorized to require a standard method of Resident identification, e.g., an identification bracelet or photographic print.

The Resident and/or Designated Representative and/or Sponsor hereby understand and agree that Admission to the Facility is conditioned upon the review and execution of this Agreement and related documents as more fully set forth herein.

II. MUTUAL CONSIDERATION OF PARTIES

The Facility agrees to provide all basic (routine) services to the Resident, as well as either provide or arrange for available ancillary services, which the Resident requires. Attachment "A" lists the routine, ancillary and additional Admission Agreement (7/2015)

services provided and/or arranged for by the Facility. A list of private pay charges for certain ancillary and other available services is attached to this Agreement and included in your admission package.

The Resident, Designated Representative and/or Sponsor understand and agree that the Facility's acceptance of the Resident is based on the Resident's and/or Designated Representative's and/or Sponsor's representation that the Resident has resources, insurance coverage and/or is eligible for government benefits (including Medicare and/or Medicaid) to cover the cost of care at the Facility. Furthermore, the Resident, Designated Representative and/or Sponsor agree to take all necessary steps to ensure that the Facility and its associated providers receive payment from these and/or other available sources consistent with this Agreement. The Resident, Designated Representative and/or Sponsor may be required to file an application for admission, make full and complete disclosure to the Facility of all income (including Social Security, pension and other periodic receipts), assets, insurance coverage and any other resources available to the Resident that could be available to pay for the cost of care and provide a certification regarding the full and complete disclosure of all financial resources, all of which the Facility will rely upon in accepting the Resident for admission. We also require proof of U.S. citizenship.

The Resident, Designated Representative and Sponsor agree to comply with all applicable policies, procedures, regulations and rules of the Facility.

III. ANTICIPATED SERVICES

It is anticipated that the Resident will initially require the following level of care (should the Resident's condition and level of care needs change, such change will be noted in the Resident's medical record):

- Sub-Acute Care*: [Check one of the following: Medically Complex Rehabilitation]
- Long Term Care
- Hospice Care
- Other _____

*MORNINGSIDE NURSING AND REHABILITATION CENTER 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 and who intends to be discharged to the community. 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 sub-acute 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, his/her Designated Representative and/or Sponsor 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.

In the event Resident is admitted for sub-acute services and subsequently, by virtue of his or her health condition, requires long-term care placement, 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.

IV. FINANCIAL ARRANGEMENTS

By entering into this Agreement, the Resident, Designated Representative and/or Sponsor understand and agree to the payment obligations set forth herein:

(a) Obligation of Resident, Designated Representative and/or Sponsor

The Resident and/or Designated Representative and/or Sponsor shall ensure that the Resident has a continuous payment source and/or shall pay the Facility on a private pay basis, with private insurance, and/or by means of a third-party government payor, such as Medicare or Medicaid. A Resident's obligation to guarantee payment is personal and limited to the extent of his/her finances, and, consistent with applicable laws, rules and regulations, to the extent of his/her spouse's income and resources as well. The Designated Representative is responsible for providing payment

from the Resident's income and resources to the extent he/she has access to such income and resources without the Designated Representative incurring personal financial liability. By signing this Agreement, however, the Designated Representative personally guarantees a continuity of payment from the Resident's funds to which he/she has access or control and agrees to arrange for third-party payment, if necessary, to meet the Resident's cost of care. Unless the Designated Representative is also the resident's spouse or Sponsor, the Designated Representative is not obligated to pay for the cost of the Resident's care from his/her own funds, except to the extent of his/her breach of this Agreement. A Sponsor, usually the Resident's spouse, as defined pursuant to 10 NYCRR §415.2, is "the agency or the person or persons, other than the resident, responsible in whole or in part for the financial support of the Resident, including the costs of care in the Facility." The Resident, Designated Representative and/or Sponsor agree to provide or arrange for payment for any portion or all of the applicable private pay room and board rate, the ancillary charges incurred for services not covered by third party payors and/or any required deductibles, co-insurance or monthly income budgeted by the Medicaid program (NAMI) and may be responsible to the Facility for the damages arising from his/her breach of this Agreement. Payment to the Facility shall be made on a monthly basis as billed.

If the Resident has no third party coverage or if the Resident remains in the Facility after any such coverage terminates because it is deemed no longer "medically necessary" or for any other reason consistent with applicable law, the Resident, Designated Representative and/or Sponsor agree to pay or arrange payment for the private pay room and board rate and the ancillary charges incurred until discharge or until another source of coverage becomes available in accordance with applicable Federal and State laws and regulations. The Facility will notify the Resident, Designated Representative and/or Sponsor of a third-party payor's discontinuation of coverage.

The execution of this Agreement by the Designated Representative and/or Sponsor cannot, and shall not, serve as a third-party guarantee of payment in violation of applicable law and regulation. Notwithstanding the foregoing, the Designated Representative and/or Sponsor will be held personally responsible and liable for a breach of his/her actions or omissions under the terms of this Agreement which actions or omissions have caused and/or contributed to non-payment of the Facility's fees. Such actions or omissions constituting a breach of this Agreement include, but are not limited to, the following: (i) failing to utilize the Resident's funds to pay for the Resident's care at the Facility when the Designated Representative and/or Sponsor has control over the Resident's funds through a Power-of-Attorney, access to joint accounts and/or the like; (ii) misappropriation, diversion and/or transfer(s) of the Resident's funds which result in the Resident having insufficient private resources to pay for the cost of the Resident's care and/or in being ineligible to receive third-party benefits (i.e., Medicaid); (iii) failure to remit the Resident's social security and/or pension income to the Facility; (iv) failure to provide requested information and/or documentation to the Facility or to third-party payor(s), such as an insurer or Medicaid; and/or (v) the provision of false, misleading or incomplete information and/or documentation, regarding matters including, but not limited to, the Resident's financial resources, citizenship or immigration status, and/or third-party insurance coverage, to the extent that the Facility relies on such information and/or documentation to its detriment. Any failure of the Designated Representative and/or Sponsor to use the Resident's funds in accordance with the terms of this Agreement will constitute a breach of contract on the part of the Designated Representative and/or Sponsor.

The Resident and Designated Representative and Sponsor each separately warrant that he/she has disclosed to the Facility the identity of all individuals with legal access to the Resident's income or resources. The Designated Representative and Sponsor, as Financial Agent(s) of the Resident, shall be required to execute the Financial Agent Agreement attached as Exhibit 2.

(b) Anticipated Payor

The Resident, Designated Representative and/or Sponsor represent to the Facility that it is anticipated that the cost of the Resident's care will be paid in whole or in part by (check all that apply, including both primary and secondary payors):

- Medicare Medicaid Veteran's Administration Benefits
- Private Payment No Fault Insurance Benefits Worker's Compensation Benefits
- Managed Care Organization: (Specify Name of Organization): _____
- Other private insurance: (Specify Name of Insurance Company): _____

_____ Other (Please Specify): _____

The Resident and/or the Designated Representative and/or Sponsor agree to provide the Facility with all relevant information and documentation regarding all potential third party payors including, but not limited to, all documentation required under State or Federal Law to verify eligibility for Medicare or Medicaid. The Resident and/or the Designated Representative and/or Sponsor understand that if the anticipated payor does not pay for the full cost of care, then the Resident and/or the Designated Representative and/or Sponsor will be responsible for paying for the cost of such care through the Resident's funds to which he/she has legal access and/or by securing coverage through another third party payor. This provision will be applied consistent with any agreement the Facility may have with a third party payor.

The Resident and/or the Designated Representative and/or Sponsor understand that, although the Facility will be available to assist the Resident, Designated Representative and/or Sponsor to apply for third party coverage, it is ultimately the responsibility of the Resident, the Designated Representative and/or Sponsor to timely apply for and meet the requirements of third party payors (including, but not limited to, Medicaid). In the case of a Resident who does not meet the eligibility criteria for coverage by third party payors, the Resident, Designated Representative and/or Sponsor will be billed at the Facility's private pay room and board rate.

(c) **Private Payment**

If the Resident is paying privately for the cost of his or her care, and part or all of such payment is not covered by a third party payor, the private pay room rate for room and board is **\$660.00 per day** for a semi-private room and **\$670.00 per day** for a private room. In addition, the Resident will be billed for ancillary services including, but not limited to, urinary care supplies, trach and ostomy supplies, surgical supplies, parenteral and enteral feeding supplies, occupational, speech and physical therapy, physician services, prescription medications, laboratory tests, x-rays and other diagnostic services, ambulance/ambulette services, beauty and barber services, and newspaper delivery and extraordinary rehabilitative devices according to the Facility's and/or the service providers' charge schedules. However, rates of payment to the Facility may differ for individuals with additional sources of payment such as Medicare, Medicaid and third-party insurance. A copy of the Facility charge schedule for ancillary services is attached to this Agreement and included in your admission package. Payment must be made to the Facility upon receipt of the bill by the Resident, Designated Representative and/or Sponsor. The private pay room and board rate and additional services charges are subject to increase upon thirty (30) days written notice to the Resident, Designated Representative and/or Sponsor.

(d) **Private Pay Advance Billing Policy**

The Facility bills private pay individuals for the private pay room and board charges on a two (2) month advance basis. Bills for ancillary charges are generated in the month following the month the services were rendered. All bills are generated by the end of each month and cover the next month of room and board charges and the previous month's ancillary charges. All payments are due upon receipt of the bill by the Resident, Designated Representative and/or Sponsor.

Advance payments are not required upon admission from individuals eligible for Medicare/Medicaid/Veterans Administration benefits. However, immediately upon the ineligibility of a Resident and/or the expiration or discontinuation of coverage for services at the Facility by Medicare, Medicaid or the Veterans Administration, the Resident will be required to remit advance payment at the Facility's private pay room and board rate in accordance with the above-mentioned policies of the Facility.

(e) **Late Charges**

Interest at the rate of eighteen (18%) percent per annum [1 1/2% per month] will be assessed on all accounts more than thirty (30) days overdue.

(f) **Collection Costs, Including Attorney and Court Fees**

If the Resident, the Designated Representative and/or the Sponsor fail to make payments within thirty (30) days of the date payment is due, the Resident, Designated Representative and/or Sponsor shall pay (in accordance with the terms and provisions of this Agreement) all expenses incurred by the Facility, in connection with its

attempts to collect the outstanding payment. Such collection costs will include, but may not be limited to, attorneys' fees, court costs and related disbursements. In addition, the Resident, Designated Representative and/or Sponsor shall pay (in accordance with the terms and provisions of this Agreement) all late charges as noted above.

(g) Third Party Private Insurance and Managed Care

If the Resident is covered by a private insurance plan or under a managed care benefit plan that has a contract with the Facility, payment of his or her care will be according to the rates for coverage of skilled nursing facility benefits set forth in the written financial agreement with the Facility and the third party insurer or managed care payor. Residents who are members of a managed care benefit plan that is under a contract with the Facility to provide specified services to plan members will have such services covered as long as the Resident meets the eligibility requirements of the managed care benefit plan. To the extent the Resident meets the eligibility requirements of the managed care benefit plan, he or she will be financially responsible only for those services that are not included in the list of covered services under his or her plan and applicable co-pays and deductibles.

If Resident is covered by a private insurance plan or under a managed care benefit plan that **does not** have a contract with the Facility, and where the insurance proceeds under the private plan are insufficient to cover the cost of care, the Resident will be responsible for any difference. The Facility will bill the Resident for any such difference on a monthly basis as described in the "Private Payment" section above. The coverage requirements for nursing home care vary depending on the terms of the insurance or managed care plan. Questions regarding private insurance and managed care coverage should be directed to the social work staff, the business office and/or the Resident's insurance or managed care plan, carrier or agent.

If Resident is covered by a private insurance plan or under a managed care benefit plan for either all or a portion of the Facility's charges pursuant to the terms of the Resident's plan, by execution of this Agreement the Resident hereby authorizes the Facility to utilize participating physicians and providers of ancillary services or supplies, if required by the plan for full benefit coverage, unless the Resident specifically requests a non-participating provider with the understanding and agreement that the Resident will be responsible for the additional charges, if any, as a result of using such non-participating providers.

Alternate Physician or Professional Provider of Service: The Resident and/or Designated Representative and/or Sponsor agree that if the physician or any other professional provider of service designated by the Resident and/or Designated Representative and/or Sponsor is not available to serve the Resident, fails to serve the Resident, or fails to comply with any applicable provision of federal or state law, the Facility is authorized to obtain the services of a substitute physician or professional provider of service. Payment for such services will be made in accordance with this Agreement.

The Resident is responsible for timely advising the Facility of what benefits, if any, may be available from his or her private insurance and/or managed care plan. Charges may be assessed above the covered benefit for skilled nursing facility care depending on the insurance coverage, managed care plan and/or written agreement with the Facility. Furthermore, the Resident's coverage may be subject to co-insurance, deductibles and/or co-payments which will be the Resident's responsibility and billed according to the terms for private payment stated above.

In the event of denial of payment by a third-party payor, exhaustion of benefits and/or termination of coverage, the Resident, Designated Representative and/or Sponsor shall be responsible (in accordance with the terms and provisions of this Agreement) for payment to the Facility as described in the "Private Pay" section above and in accordance with applicable law.

(h) Medicaid

If and when the Resident's assets/funds have fallen below the Medicaid eligibility levels, and the Resident otherwise satisfies the Medicaid eligibility requirements, and the Resident is not entitled to any other third-party coverage, the Resident should be eligible for Medicaid (see Attachment "B"), often referred to as the "payor of last resort." **THE RESIDENT, DESIGNATED REPRESENTATIVE AND/OR SPONSOR AGREE TO NOTIFY THE FACILITY AT LEAST THREE (3) MONTHS PRIOR TO THE EXHAUSTION OF THE RESIDENT'S FUNDS AND/OR INSURANCE**

COVERAGE TO CONFIRM THAT THE RESIDENT, DESIGNATED REPRESENTATIVE AND/OR SPONSOR HAS OR WILL SUBMIT A TIMELY MEDICAID APPLICATION AND ENSURE THAT ALL ELIGIBILITY REQUIREMENTS HAVE BEEN MET. THE RESIDENT, DESIGNATED REPRESENTATIVE AND/OR SPONSOR AGREE TO APPLY FOR MEDICAID BENEFITS PRIOR TO THE EXHAUSTION OF THE RESIDENT'S RESOURCES. Services reimbursed under Medicaid are outlined in Attachment "A" to this Agreement.

Transfer(s) of the Resident's assets that occurred on or after February 18, 2006 may result in a period of Medicaid ineligibility. The Resident, Designated Representative and/or Sponsor represent that no such transfer(s) have been made that would leave the Resident without a payment source when he or she is otherwise eligible for Medicaid.

If the Resident's care is covered by Medicaid, the Resident, Designated Representative and/or Sponsor agree to remit to the Facility the Resident's Net Available Monthly Income or "NAMI" on a timely basis, pursuant to the Resident's Medicaid budget (see Attachment "B"). The Resident's NAMI, as determined by Medicaid, generally equals his or her income (for example Social Security income, pension income, etc.) which is available to offset the cost of care after all allowable deductions have been made. The Facility has no control over the determination of NAMI amounts. When the Resident is awaiting the issuance of a Medicaid budget, the Resident, Designated Representative and/or Sponsor shall remit the anticipated NAMI to the Facility in a timely manner as discussed more fully below.

If Medicaid denies coverage, the Resident, Designated Representative and/or Sponsor hereby agree to remit to the Facility any outstanding amounts for unpaid services not covered by other third-party payors subject to applicable federal and state laws and regulations. Such amounts shall be calculated in accordance with the Facility's applicable prevailing private rates and charges for all basic and additional services provided.

(i) Direct Deposit

All long-term residents and all short-term residents transferred to long-term care may have their Net Available Monthly Income or NAMI (Social Security, pension benefits, etc.) deposited in the Facility's account and/or their "personal income allowance" deposited in their personal account via electronic direct deposit. If you would like the Facility to assist you/the Resident in obtaining direct deposit of these income sources, **please initial all that apply below.** By initialing below you are agreeing to allow the Facility to become representative payee for direct deposit purposes.

_____ I wish to have my/the Resident's **Social Security** Income directly deposited into the Facility's account as Representative Payee.

_____ I wish to have my/the Resident's **Pension** Income directly deposited into the Resident's PNA account at the Facility and, if my/the Resident's pension check cannot be directly deposited, then I wish to change the address so that such income check is physically sent to the Resident c/o the Facility's address.
(Specify Name of Pension benefit organization) _____.

_____ I wish to have my/the Resident's income directly deposited into the Resident's PNA account at the Facility and, if my/the Resident's income check cannot be directly deposited, then I wish to change the address so that such income check is physically sent to the Resident c/o the Facility's address.
(Specify Name of the income source) _____.

I understand that the Facility will apply any income received towards my/the Resident's NAMI obligation in accordance with applicable Social Services Law and regulations and/or towards my/the Resident's anticipated NAMI obligation and that the Facility will deposit my/the Resident's "personal income allowance" in my/the Resident's personal account at the Facility.

I understand that during the pendency of my/the Resident's Medicaid application that the Resident's "estimated" NAMI should be turned over to the Facility to be applied on the Resident's account either via direct deposit as indicated above or by submitting a check for such income or by turning over such income checks on a monthly basis on or before the 5th day of the month. I understand that the Resident's NAMI is determined by the applicable Department of Social Services and that the amount of such NAMI is subject to change upon the issuance of a budget. I understand that I/the Resident is/are responsible for any differences between the "estimated" NAMI and the actual budgeted NAMI. Similarly, credit balances, if any, resulting from such "estimated" NAMI payments made to the Facility during the pendency of the Resident's Medicaid application will be refunded less any payments, monies, or balance due to the Facility for the services rendered to the Resident pursuant to terms of this Agreement.

(j) Medicare

If the Resident meets the eligibility requirements for Skilled Nursing Facility benefits under the Medicare Part A Hospital Insurance Program, the Facility will bill Medicare directly for Part A services provided to the Resident. Medicare will reimburse the Facility a fixed *per diem* or daily fee based on the Resident's classification within the Medicare RUGS III guidelines. If the Resident meets the eligibility criteria, Medicare may provide coverage of up to 100 days of care. The first 20 days of covered services may be fully paid for, and the next 80 days (days 21 through 100) of the covered services may be paid for by Medicare subject to a daily co-insurance amount for which the Resident is responsible. Please note, an individual who is a Medicare beneficiary under Part A and Part B and/or Part D programs, and who subsequently exhausts their coverage under Part A or is no longer in need of a covered level of skilled care under Part A, may still be eligible to receive coverage for certain Part B services (previously included in the Part A payment to the Facility) and Part D services after they are no longer eligible for coverage under Part A.

Medicare will terminate coverage for Medicare beneficiaries receiving physical, occupational and/or speech therapy ("therapy services") if the Resident does not receive therapy for three (3) consecutive days, whether planned or unplanned, for any reason, including illness or refusals, doctor appointments or religious holidays. If such therapy was the basis for Medicare Part A coverage, the Resident, Designated Representative and/or Sponsor would be responsible for the cost of such stay, in accordance with applicable Federal and State laws and regulations, unless another payor source is available.

If Medicare denies coverage, the Resident, the Designated Representative and/or the Sponsor hereby agree to remit to the Facility any outstanding amounts for unpaid services not covered by other third party payors subject to applicable federal and state laws and regulations. Such amounts shall be calculated in accordance with the Facility's applicable prevailing private rates and charges for all basic and additional services provided to the Resident.

For further information on third party payor sources, please refer to Attachment "B".

MEDICARE PART A BENEFICIARIES

Except for specifically excluded services, nursing home services provided to Medicare Part A beneficiaries are covered under the consolidated billing requirements. Under these requirements, the Facility is responsible for furnishing directly, or arranging for, the services for its residents covered by Medicare Part A. When not directly providing services, the Facility is required to enter into arrangements with outside providers and must exercise professional responsibility and control over the arranged-for services. All services that the Resident requires must be provided by the Facility or an outside provider approved by the Facility. Before obtaining any services outside of the Facility, the Resident must consult the Facility.

While the Resident has the right to choose a health care provider, the Resident understands that by selecting the Facility, the Resident has effectively exercised his/her right of free choice with respect to the entire package of services for which the Facility is responsible under the consolidated billing requirements. The Resident agrees that he/she will not arrange for the provision of ancillary services unless the Resident has obtained prior approval of the Facility.

V. AUTHORIZATIONS AND ASSIGNMENTS TO THE FACILITY

(a) Authorization to Release Information

By execution of this Agreement, the Resident, Designated Representative and/or Sponsor authorizes the Facility to release to government agencies, insurance carriers or others who could be financially liable for any medical care provided to the Resident, all information needed to secure and substantiate payment for such medical care and to permit representatives thereof to examine and make copies of all records relating to such care. The Facility is authorized to release Resident discharge planning summaries and medical information to any other health care institution or provider to which the Resident is transferred or from which the Resident is receiving care, and as otherwise required or permitted by law, throughout the Resident's stay at the Facility and thereafter if required or permitted by law.

(b) Assignment of Benefits and Authorization to Pursue Third-Party Payment

By execution of this Agreement, the Resident, Designated Representative and/or Sponsor hereby assign to the Facility any and all applicable insurance benefits and other third-party payment sources to the extent required by the Facility to secure reimbursement for the care provided to the Resident. The Resident, Designated Representative and/or Sponsor authorize the Facility to seek and obtain all information and documentation necessary for the processing of any third-party claim(s).

(c) Authorization to Obtain Records, Statements and Documents

By execution of this Agreement, the Resident, Designated Representative and/or Sponsor authorizes the Facility to obtain from financial institutions, including, but not limited to, banks, insurance companies, broker and credit unions, and government agencies, such as the Social Security Administration and Department of Social Services, records, statements, correspondence and other documents pertaining to the Resident for the purposes of, including but not limited to, securing payment to the Facility.

(d) Authorization to Represent Resident Regarding Medicaid

By execution of this Agreement, the Facility shall be authorized to have access to the Resident's Medicaid file and to act on behalf of the Resident in connection with any and all matters involving Medicaid, including, but not limited to, applying for and representing the Resident in connection with such application for benefits. If the Resident designates and the Facility so elects then the Facility shall also represent the Resident in an administrative appeal regarding an adverse Medicaid determination up to and including an Administrative Fair Hearing.

(e) Authorization to Take Resident's Photograph

By execution of this Agreement, the Resident, Designated Representative and/or Sponsor authorize the Facility to take and keep a photograph of the Resident for identification purposes. All such photographs shall become part of the Resident's file at the Facility.

(f) Public Relations Release Form

By execution of this Agreement, the Facility shall be authorized to take and use photographs of the Resident during the normal routine of activities and/or events at the Facility, which photographs may be used for the purpose of marketing, publicity, social media, and advertising, including but not limited to web content, Instagram and Facebook. By execution of this Agreement, the Resident, Designated Representative and/or Sponsor understand that there will be no remuneration or compensation for any such use. All such photographs, images and stories regarding such activities and/or events will be used and displayed with discretion by the Facility carefully respecting the Resident's rights.

(g) Authorization to Search Resident's Room

By execution of this Agreement, the Resident, Designated Representative and/or Sponsor hereby authorize the Facility to enter and search the Resident's room as it deems necessary. Facility staff may enter resident rooms to respond to health or safety concerns, enforce facility policies and procedures, to respond to a complaint, or to ensure that state and federal laws, rules and regulations are not being violated. Facility staff may repair any situation that is considered necessary by Facility staff.

(h) Security Cameras

Security cameras have been installed throughout the Facility; however, they will not routinely be used in areas where there is an expectation of privacy, such as restrooms or patient care areas.

(i) Camera Use Throughout the Facility

Taking pictures and videos of other residents and/or staff may violate their privacy rights and may subject you to legal action, including but not limited to, civil and monetary damages. Accordingly, taking pictures and/or video at the Facility is strictly prohibited without prior administrative authorization.

VI. **TEMPORARY ABSENCE** (also referred to as “bed hold” or “bed leave”)

If the Resident leaves the Facility due to hospitalization or a therapeutic leave, the Facility shall NOT be obligated to hold the Resident’s bed available until his or her return, unless prior arrangements have been made for a bed hold pursuant to the Facility’s “Bed Hold Reservation Policy and Procedure” and pursuant to applicable law. In the absence of a bed hold, the Resident **is not guaranteed readmission unless the resident is eligible for Medicaid and requires the services provided by the Facility. However, the Resident may be placed in any appropriate bed in a semi-private room in the Facility at the time of his or her return from hospitalization or therapeutic leave provided a bed is available and the Resident’s admission is appropriate and meets the readmission requirements of the Facility.** Before a Resident is transferred to a hospital, the attending physician or a Facility designee will inform the Designated Representative, Sponsor or other responsible family member accordingly, except in an extreme emergency, when the Facility staff has tried but has been unable to reach the Designated Representative, Sponsor or family member. In that circumstance, the Designated Representative, Sponsor or family member will be forwarded a letter restating when and where the Resident was transferred and restating the Facility’s bed hold policy and procedure.

- (a) **Private Pay Residents** who elect to retain a bed in the Facility during a period of hospitalization or therapeutic leave may do so by notifying the Admission Department and signing a bed hold reservation form with the Admission Department stating their intent to hold, and pay for, the bed at the Facility’s private pay rate, and continuing payment at the private pay rate. The bed hold will be in effect until the Facility received written notice of discontinuance by the Resident/Designated Representative or payment if discontinued.
- (b) **Medicare Residents** are not entitled to reimbursement for Bed Hold or Therapeutic Leave under the Medicare Program. Medicare Residents who are absent from the Facility past twelve (12) midnight on any given day are deemed to be discharged from the Facility. However, a Medicare Resident may elect to retain his/her bed in the Facility by following the Private Pay Resident Bed Reservation policy above.
- (c) **Medicaid Recipients:** Medicaid regulations provide that when a Medicaid recipient has been a resident in the Facility for a minimum of thirty (30) days and the Facility’s vacancy rate is less than five (5%) percent, the Resident’s bed will be reserved for: (1) Residents under 21 years of age for temporary hospitalization and therapeutic leave; (2) Residents 21 and over who are receiving hospice services for temporary hospitalization. The Medicaid bed hold is limited for fourteen (14) days in any twelve (12) month period; (3) Residents 21 and over for non-hospitalization therapeutic leaves of absence (“Therapeutic Leave”). The Medicaid bed hold for Therapeutic Leave is limited to ten (10) days in a twelve (12) month period.

There is no Medicaid paid bed hold for a Resident 21 years of age or older who is temporarily hospitalized unless such Resident is receiving hospice services within the Facility.

Medicaid recipients who do not meet the bed hold eligibility requirements, who do not have a paid bed hold, whose bed hold has expired or has been terminated, may elect to reserve/hold the same bed in the Facility by notifying the Admission Department and signing a bed hold reservation form with the Admission Department stating their intent to hold, and pay for, the bed at the Facility’s private pay rate.

In the absence of a bed hold, a Medicaid resident, has the right to, and will be given priority for readmission when an appropriate bed in a semi-private room becomes available if the Resident requires the services provided by the Facility and is eligible for Medicaid nursing home services, unless there are special circumstances which would preclude the Resident’s return.

For additional information, please contact our Admissions Department, Monday through Friday from 9 am to 5pm.

- (d) **Hold Harmless**

During any leave of absence or “out on pass” absence from the Facility, the Resident shall be solely responsible and hereby releases and holds harmless Facility, its partners, shareholders, directors, officers, employees and/or agents from and against any and all responsibility or liability (including attorneys’ fees and expenses)

relating to the welfare of the Resident, for injury, death or damage to loss of any property, including but not limited to personal property, removed from the Facility by the Resident, Designated Representative, Sponsor, family member or friend of the Resident, or any other person or party authorized by the Resident, Designated Representative and/or Sponsor to remove such property.

VII. DISCHARGE, TRANSFER AND INTRA-FACILITY ROOM CHANGES

(a) Involuntary Discharge for Non-Payment

To the extent authorized by applicable law, the Facility reserves the right to discharge the Resident if the Resident, Designated Representative and/or Sponsor fail to pay for, or secure third-party coverage of the Resident's care at the Facility.

(b) Involuntary Discharge for Non-Financial Matters

The Facility may transfer or discharge the Resident if the transfer or discharge is necessary for the Resident's welfare and/or for any other reason permitted by applicable law.

The Resident will be informed of his or her due process rights in the event that the Facility initiates a transfer or discharge and may appeal the Facility's determination in accordance with applicable regulations.

(c) Voluntary Discharge

If the Resident no longer requires the services provided by the Facility, or voluntarily wishes to be discharged, the Resident, Designated Representative, Sponsor and Facility will cooperate in the development and implementation of a safe, appropriate, and timely discharge plan.

(d) Intra-Facility Room Change

The Facility makes all resident room assignments. The Facility reserves the right to transfer the Resident to a new room on an as-needed basis, consistent with applicable law. Residents that are admitted as sub-acute residents who subsequently become long term residents will be the subject of an intra-facility transfer to rooms that are better suited for long term residents. By execution of this Agreement the Resident understands and agrees that if he/she, or any third party payor, no longer pays the private rate covering the private room or upon Medicaid coverage, he/she will move to a semi-private room if requested by the Facility unless the provision of a private room is medically necessary. The Facility may also initiate a room change for medical or social reasons consistent with applicable law and the Resident's rights. In the event that a Resident not requiring sub-acute care is placed on the sub-acute unit, it is understood that a room change will be implemented as soon as a room becomes available elsewhere in the Facility.

VIII. RESIDENT'S PERSONAL PROPERTY

The Resident has the option of keeping valuable personal property (such as jewelry, money and clothing) in a locked drawer in his or her room, or to request the Facility to hold such property for safekeeping. The Facility will NOT be liable for the loss of the Resident's property that is kept in the Resident's room. It shall be the sole responsibility of the Resident, the Designated Representative and/or Sponsor to arrange for the disposition of the Resident's property upon discharge. Property left in the Facility for more than thirty (30) days after discharge will be disposed of at the discretion of the Facility.

In the event of an evacuation or transfer due to a disaster, whether natural or otherwise, the Facility will NOT be liable for any damage or loss of the Resident's property.

IX. RESIDENT'S PERSONAL BANK ACCOUNT

The Resident, Designated Representative and/or Sponsor have the option to request that the Facility retain the Resident's personal funds. All funds over \$50.00 shall be kept in an interest-bearing account by the Facility. The Resident, Designated Representative and/or Sponsor will receive account statements on a quarterly basis, and all inquiries will be addressed in a timely fashion. The Resident, Designated Representative and/or Sponsor hereby agree to and acknowledge that upon the discharge of the Resident, and after any outstanding payments are made to the

Facility, the account balance, if any, will be distributed to the Resident, Designated Representative, Sponsor, the Resident's estate and/or the Department of Social Services, as permitted by law. **Please initial one of the lines below.**

_____ I wish to have the Facility retain my/the Resident's personal funds.

_____ I do not wish to have the Facility retain my/the Resident's personal funds.

(Please Note: The Designated Representative and/or the Sponsor must have legal authorization to handle the Resident's funds should he/she choose to receive the funds directly. If not, the Designated Representative and/or Sponsor may purchase items on behalf of the Resident and be reimbursed upon presentation of adequate documentation to the Facility's Finance Department.)

X. SMOKING AND VAPING POLICY

The Facility is committed to maintaining a smoke-free and vape-free environment. The Resident agrees that under no circumstances will he/she and/or his/her visitors smoke or vape anywhere on the grounds or in the buildings of the Facility, nor will he/she maintain or store any smoking or vaping material, electronic nicotine delivery systems or devices, oils, paraphernalia or other flammable, spark, smoke or vape producing device(s) in his/her room at the Facility. The use of spark producing devices is strictly prohibited in all areas of the Facility. The Resident agrees to comply with the Facility's non-smoking and non-vaping policy.

XI. REFUNDS

Upon a Resident's discharge, the Facility shall promptly and in not more than thirty (30) days from the date of such discharge, refund any monies held by Facility that are in excess of any payments, monies, or balance due to the Facility for the services rendered to the Resident pursuant to terms of this Agreement.

XII. GENERAL PROVISIONS

(a) Option For Binding Arbitration: The Parties may agree that it is in their mutual interest to provide for a faster, less costly, and more confidential solution to disputes that may arise between them and hereby elect to execute the Binding Arbitration Agreement set forth in the attached Exhibit 1 hereby exercising their option for any and all disputes or controversies between them exceeding the jurisdictional threshold for small claims court to be resolved by final and binding arbitration. It is acknowledged that agreeing to binding arbitration is optional for each party and is not a condition for the Resident's admission to the Facility, or as a requirement to continue to receive care at the Facility.

By opting to participate in binding arbitration as indicated above, the Undersigned acknowledge that he/she/they are waiving the right to a trial by jury or a judge in a court of law, except for small claims court matters or as otherwise set forth above.

(b) Governing Law and Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding, however, any provision which would impede the application of the Federal Arbitration Act. In the event the arbitration agreement is held to be void, unenforceable or the parties mutually agree to waive it, the parties agree that litigation arising hereunder shall be submitted to the exclusive jurisdiction of the state courts in the County of Westchester, State of New York or the United States District Court for the Southern District of New York, and that each party agrees to personal jurisdiction in such courts and waives any objection which he/she/it may have now or hereafter to the laying of the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

(c) Binding Effect

This Agreement shall be binding on the parties, their heirs, administrators, distributees, successors and assignees.

(d) Continuation of This Agreement

Temporary transfer of the Resident to another health care facility for medical or surgical treatment, or the Resident's authorized temporary absence from the Facility for any other purpose shall not terminate this Agreement. Upon the Resident's return and re-admission in accordance with the admission assessment criteria set by the New York State Department of Health and by the Facility, this Agreement shall continue in full force and effect. Should the Resident subsequently be re-admitted within one (1) year of the initial admission, if a new agreement is not executed, then this Agreement will be deemed to remain in full force and affect for such admission(s) subject to the then applicable daily

rate.

(e) Entire Agreement

This Agreement, including the Arbitration Agreement, contains the entire understanding between the Resident, the Designated Representative and/or Sponsor and the Facility. This Agreement cannot be modified orally and any changes must be in writing, signed by the parties to this Agreement.

(f) Severability

Should any provision in this Agreement be determined to be inconsistent with any applicable law or to be unenforceable, 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.

(g) Counterparts

For the convenience of the parties hereto, this Agreement may be executed in counterparts and all such counterparts shall together constitute the same Agreement.

(h) Relationship between Parties

Execution of this Agreement is not intended, nor shall it be deemed, to create a landlord-tenant relationship between the Facility and the Resident.

(i) Section Headings

The section headings used herein are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

(j) Non-Discrimination

IN ACCORDANCE WITH STATE AND FEDERAL LAW, INCLUDING THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, AND THE REGULATIONS OF THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ISSUED PURSUANT TO THE ACTS, TITLE 45 CODE OF FEDERAL REGULATIONS PART 80, 84, AND 91, NO PERSON SHALL, ON GROUNDS OF RACE, COLOR, CREED, NATIONAL ORIGIN, SEX OR SEXUAL ORIENTATION, RELIGION, OR DISABILITY, AGE, MARITAL STATUS, BLINDNESS, SOURCE OF PAYMENT OR SPONSORSHIP, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE OTHERWISE SUBJECTED TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY PROVIDED BY THE FACILITY, INCLUDING BUT NOT LIMITED TO, THE ADMISSION, CARE AND RETENTION OF RESIDENTS.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

**Medicare Assignment of Benefits Form
Signature on File (SOF)**

Date: _____

Name of Resident _____

Date of Admission _____

HICN (Medicare) # _____

I request that payment of authorized Medicare benefits be made on my behalf to MORNINGSIDE NURSING AND REHABILITATION CENTER, for any services furnished to me at that facility. I authorize any holder of medical or other information concerning me to release to the Centers for Medicare and Medicaid Services (CMS) and its agents any information needed to determine these benefits or benefits for related services.

WITNESS:

RESIDENT/DESIGNATED REP/SPONSOR:

EXHIBIT 1 – VOLUNTARY BINDING ARBITRATION AGREEMENT

The parties (the “Parties”) to this binding arbitration agreement (the “Arbitration Agreement”) are the “Resident” or “Resident’s Designated Representative” (collectively, the “Resident”) and Morningside Nursing and Rehabilitation Center and its individual owners (collectively, the “Facility”).

The Parties believe that it is in their mutual interest to provide for a faster, less costly, and more confidential solution to disputes that may arise between them. Accordingly, the Parties agree as follows:

All disputes and disagreements between the Facility and the Patient/Resident and between the Facility and the Designated Representative and/or Sponsor (as those Parties are indicated below) (or their respective successors, assigns, agents or representatives) arising out of or relating to the Admission Agreement or its enforcement or interpretation or to the services provided by Facility to the Patient/Resident, including, without limitation, any claim for payment (exceeding the jurisdiction of the small claims court), nonpayment or refund for services rendered to the Resident by the Facility, violations of any right granted to the Resident by statute, common law, or by the Admission Agreement, breach of contract, fraud, deceptive trade practices, misrepresentation, negligence, gross negligence, malpractice, wrongful death, and any other claim, whether sounding in tort, contract, or otherwise shall be submitted to binding arbitration in accordance with the Rules of the American Health Law Association then in effect. The arbitration shall take place in a venue that is convenient to both the Facility and the Resident and/or Designated Representative and/or Sponsor. In the event the parties cannot select a mutually convenient venue, then venue shall be selected by the arbitrator. The arbitrator shall be neutral and agreed upon by both the Facility and the Resident, and/or Designated Representative and/or Sponsor and shall have the authority to issue any appropriate relief, including interlocutory and final injunctive relief. If the parties cannot select a mutually agreeable arbitrator, then the parties shall agree to select one (1) arbitrator from NAMS, JAMS, or Rolute and if the parties cannot agree on a single arbitrator, they can be given a list from the company and strike out those arbitrators who are objectionable. If either party declines and/or does not participate in the process of selecting an arbitrator or arbitrators on a timely basis, then the selection(s) by the participating party will stand. The arbitrator’s award shall be binding on the Parties and conclusive and may be entered as a judgment in a court of competent jurisdiction, subject to each party’s right to submit motions for reconsideration and/or appeal, as authorized by the arbitration group. Each Party shall undertake to keep confidential all awards and orders in the arbitration, as well as all information and materials in the arbitration proceedings not otherwise in the public domain, unless disclosure is required by law or is necessary for the enforcement of a Party’s legal rights. While an arbitration proceeding is ongoing, the Facility, Resident, Designated Representative and/or Sponsor shall continue to perform their respective obligations under the Admission Agreement for so long as the Resident resides at the Facility. Notwithstanding anything herein to the contrary, a panel of three (3) arbitrators shall be selected for all claims related to neglect, abuse, malpractice and negligence.

The Parties agree that no arbitration proceeding hereunder shall be certified as a class action or proceed as a class action. The Parties further agree that the arbitrator shall not be permitted to award or consider punitive damages or attorney fees except to the extent permitted by applicable state law, if any.

The Parties agree to split all fees relative to the arbitration process.

The Resident and/or Designated Representative and/or Sponsor is not prohibited or discouraged from communicating with federal, state, or local officials, including federal or state surveyors, other federal or state health department employees or representatives of the Office of the State Long Term Care Ombudsman.

The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including, but not limited to, any claim that all or any part of this agreement is void or voidable. If any provision of this Arbitration Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions remain in full force and effect.

The Resident, Designated Representative and/or Sponsor have the right to opt out or rescind this agreement to arbitrate by providing written notice of his or her intention to do so to the Facility within thirty (30) calendar days of the execution of the Arbitration Agreement by the Resident and/or the Designated Representative and/or the Sponsor. The Resident, Designated Representative and/or Sponsor do not need to sign this Arbitration Agreement as a condition of admission to, or as a requirement to continue to receive care at the Facility. In the event that the Parties opt for arbitration, the Facility will retain copies of the signed Arbitration Agreement for binding arbitration

EXHIBIT 2

**AGREEMENT TO ASSIST RESIDENT
WITH FINANCIAL MATTERS**

THIS DOCUMENT CONSTITUTES AN ENFORCEABLE CONTRACT BETWEEN THE RESIDENT'S FINANCIAL AGENT AND THE NURSING HOME. IF THERE IS ANYTHING IN THIS CONTRACT THAT YOU DO NOT UNDERSTAND, CONSULT AN ATTORNEY BEFORE SIGNING.

AGREEMENT made on _____ between MORNINGSIDE NURSING AND REHABILITATION CENTER (hereinafter referred to as the "Facility") and _____ (hereinafter referred to as the "Financial Agent,") residing at _____,

concerning the admission of _____ (hereinafter referred to as the "Resident") to the Facility.

1. THE FINANCIAL AGENT.

1.1 A "FINANCIAL AGENT" is the Designated Representative and/or Sponsor of the Resident and is an individual that has legal access to the Resident's income, assets or resources that can be used to pay for the care provided by the Facility. A Resident may have more than one Financial Agent and the Facility is entitled pursuant to federal and state regulations to require each individual with such access to execute this Financial Agent Personal Agreement. An individual that has executed the Resident's Admission Agreement as the Designated Representative and/or Sponsor is also considered a Financial Agent.

1.2 "LEGAL ACCESS" may include, but is not limited to, being designated as the Resident's agent by a Power of Attorney, as a Representative Payee on the Resident's Pension or Social Security benefits, a joint-tenant on real property, a co-owner of personal property, joint account holder, appointment as a Guardian or Conservator.

2. REPRESENTATIONS BY FINANCIAL AGENT.

2.1 The Financial Agent acknowledges that the Resident has applied for admission at, or been admitted to, the Facility, subject to the Resident's obligation under the Admission Agreement to ensure continuity of payment out of the Resident's income, assets and resources.

2.2 The Financial Agent acknowledges that the Resident directs the Financial Agent to comply with the Resident's obligations under the Admission Agreement, including the obligation to safeguard the Resident's income, assets and resources and to use them to pay for the Resident's care at the Facility.

2.3 The Financial Agent wishes to assist the Resident and to facilitate the Resident's admission to, or continued stay at, the Facility.

3. OBLIGATIONS OF THE FINANCIAL AGENT.

In consideration of the Facility's approval of the Resident's application for admission, or its retention of the Resident, and for other and further valuable consideration, the Financial Agent voluntarily agrees to provide the following assistance to the Facility:

3.1 Without incurring the obligation to pay for the cost of the Resident's care from the Financial Agent's own funds, the Financial Agent personally agrees to use his/her access to the Resident's income, assets and resources to aid the Resident in meeting his/her obligations under the terms of the Admission Agreement.

3.2 More specifically, the Financial Agent personally agrees to use his/her access to the Resident's income, assets or resources to ensure continued satisfaction of the Resident's payment obligations to the Facility and agrees not to use the Resident's income, assets or resources in such a way as to place the Facility in a position where it cannot receive payment from either the Resident's funds or Medicaid.

- 3.3 If the Resident applies for Medicaid benefits, the Financial Agent personally agrees to use his/her access to the Resident's income to ensure partial payment to the Facility, to the maximum extent possible, while the Medicaid application is pending.
- 3.4 If the Resident becomes Medicaid eligible, the Financial Agent personally agrees to ensure that the Facility is paid that portion of the monthly Medicaid rate which the Medicaid agency may direct the Resident to pay towards the cost of his/her care.
- 3.5 The Financial Agent personally agrees to assist in meeting the Resident's obligations under the Admission Agreement, if requested, by providing timely financial information and documentation of the Resident's income, assets, insurance information and documentation, and any documentation required under State or Federal Law (e.g. identification, citizenship or residency documentation when applying for Medicaid) to the extent that the Financial Agent has access to such information or documentation.
- 3.6 The Financial Agent personally agrees to pay damages to the Facility for any breach of his/her personal obligations as set forth in this Personal Agreement, including reasonable collection costs, including, but not limited to, collection agency fees and/or attorneys' fees, incurred by the Facility in enforcing the terms of this Financial Agent Personal Agreement.

4. MISCELLANEOUS.

This Financial Agent Personal Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute or litigation arising hereunder shall be submitted to the exclusive jurisdiction of the state courts in the County of Westchester, State of New York or the United States District Court for the Southern District of New York. Each party agrees to personal jurisdiction in such courts and waives any objection which he/she/it may have now or hereafter to the laying of the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

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

SIGNATURE OF FINANCIAL AGENT

DATE

PRINT NAME

TYPE OF AGENCY
(e.g., Attorney-in-Fact (Power of Attorney),
Representative Payee on Pension or Social Security
checks, Joint Tenant on Real or Personal Property,
Guardian, Conservator)

SIGNATURE OF FACILITY REPRESENTATIVE

DATE

PRINT NAME

TITLE