ADMISSION AGREEMENT

ADMISSION AGREEMENT

Agreement entered on _____, 20__ by JAMAICA HOSPITAL NURSING HOME COMPANY, INC. ("Facility") and _____ (the "Resident") and _____ (the "Designated Representative.") (if applicable).

1. SERVICES PROVIDED BY THE FACILITY

A. **Services Included Under the Daily Basic Rate.** The following services ("Basic Services") are provided under the daily basic rate as set forth on Exhibit A to this Agreement (the "Daily Basic Rate"):

i. Lodging;

ii. Board, including therapeutic or modified diets as prescribed by a physician and/or kosher or halal food when the Resident, as a matter of religious belief, desires to observe religious dietary laws;

iii. Twenty-four hour per day nursing care;

iv. Fresh bed linens;

v. Hospital gowns as required by the clinical condition of the Resident, and laundry services for these and other launderable personal clothing items;

vi. General household medicine cabinet supplies, such as non-prescription medications, material for routine skin care, oral hygiene, care of hair, except for specific items that are medically indicated and prescribed for exclusive use by the Resident;

vii. Assistance and/or supervision when required with activities of daily living, including but not limited to, toileting, bathing, feeding and ambulation assistance;

viii. Services of members of the Facility staff performing their daily assigned patient care duties;

ix. The use of customarily stocked equipment, such as 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 the Resident;

x. Equipment, medical supplies and modalities used in the everyday care of the Resident, such as catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads;

xi. An activities program including, but not limited to, a planned schedule for recreational, motivational, social and other activities, together with the necessary materials and supplies to make the Resident's life more meaningful; and

xii. Social services as needed;

xiii. Oral Hygiene and routine dental services administered by, or under the supervision of a contracted dental provider.

***For Medicare, Medicaid and "Contracted" Insurance Covered Residents Only*:** Medicare, Medicaid and Insurance plans contracted with the facility will also cover the following services (these services are not included for private pay residents).

xiv. Restorative (skilled) physical therapy, speech therapy, and occupational therapy;

xv. Prescription medications and pharmaceuticals;

xvi. Hearing aid devices as prescribed by the Resident's attending physician(s) and approved by the Resident's insurance plan;

xvii. Ambulance transportation deemed medically necessary and as ordered by the Resident's attending physician.

B. Physician Services:

i. Charges for physician visits, and physician ordered ancillary services, are not included in the Daily Basic Rate. These additional charges may be billed by the Nursing Home or directly by the provider of the service. The Resident is not obligated to pay for services covered by Medicaid, Medicare or Insurance plan currently contracted with the facility, except that the Resident is responsive for the deductible and/or co-payments.

ii. Medical and dental services will be provided by physicians, dentists, and physician extenders, as appropriate who have been granted clinical privileges at the Facility in accordance with the Facility's Medical and Dental Staff By-Laws. The Resident agrees that a doctor who has clinical privileges at the Facility will be the Resident's primary doctor while the Resident is at the Facility, unless the Resident's personal physician is caring for the Resident in accordance with Section l (C)(iv) of this Agreement.

iii. Doctors who have clinical privileges at the Facility are not employed by the Facility. Physician services will be billed separately through the medical providers' private practice(s).

iv. The Resident's primary physician will visit and examine the Resident as often as indicated by the Resident's condition, and as required under application regulations.

v. The Resident agrees that the Facility may arrange to have the Resident transported to off-site locations for medical, dental or related services that are not provided at the Facility.

vi. The Facility may permit the Resident's personal physician to prescribe and care for the Resident when:

(1) the personal physician and the Resident or Designated Representative so desire;

(2) the personal physician is accepted for staff appointment or courtesy privileges;

(3) the personal physician agrees to function under the general supervision of the Facility's Medical Director;

(4) the Resident or Designated Representative is responsible for financial payments to the personal physician;

(5) the personal physician agrees to visit the Resident not less than once a month following the admission and to write, sign and date a progress note at the time of each visit and comply with all applicable New York State laws and regulations;

(6) the personal physician agrees to be called at any emergency involving the Resident;

(7) the personal physician agrees to be notified of any significant change in the Resident's clinical condition;

(8) the personal physician agrees to see and examined the Resident when medically indicated;

(9) the Facility is authorized to provide physician services in the event the personal physician fails to meet the time requirements established by the New York State Code.

C. <u>Other Services:</u>

The Facility provides or arranges for services listed below which may or may not be covered by the Resident's Medicare, Medicaid or other insurance coverage, depending upon medical review and terms and conditions of medical coverage and insurance contracts:

i. Private physician services and medical consultants;

ii. Diagnostic radiology services;

iii. Laboratory services;

iv. Podiatry and optometry services;

v. Contact lenses, eyeglasses, hearing aides, orthopedic braces, prosthetics and any other physician ordered medical device;

vi. Specialty ordered personal care, nursing or communication devices that are not considered routine;

vii. Specialty equipment which are not customarily stocked when these are prescribed for the regular and sole use of a specific Resident.

D. <u>Items and Services NOT Included in the Basic Rate, Medicaid Rate, Medicare Rate or by Other Insurance:</u>

i. Beauty and Barber shop services;

ii. Personal telephone;

iii. Private television;

iv. Newspaper and other personal reading materials;

v. Personal dry cleaning;

vi. Transportation for personal use;

vii. Non-covered wheelchairs;

viii. Non-covered van or ambulette transportation;

ix. Personal comfort items, such as smoking materials, notions and novelties;

x. Specially prepared catered or alternative food ordered or requested and outside the scope of the dietary department's regular meal service.

2. THE RESIDENT'S AGREEMENT TO PAY FOR SERVICES

A. General Payment Obligations. Resident is responsible for, and agrees to pay for, or arrange to have Medicaid, Medicare or other third party insurance pay for, charges for the services that the Facility provides to Resident, including the Daily Basic Rate for the Basic Services, as well as additional charges for services and items not included in the Daily Basic Rate or covered by Medicaid, Medicare or other third party insurance.

B. Specific Payment Obligations. Resident agrees to meet the following additional payment obligations that apply to Resident's specific insurance coverage or payment arrangements with the Facility.

i. Medicare Part A. The Facility will provide the Resident with the Basic Services listed in Section 1(A) of this Agreement for as long as the Resident's stay is covered by Medicare Part A. Medicare Part A benefits cover up to one hundred (100) days of care in a skilled nursing facility. The first twenty (20) days are fully paid for. Resident agrees to pay, or have the Resident's Medicaid, Medigap or other third party insurance carrier pay, applicable Medicare Part A deductibles and Medicare Part A daily co-insurance charges for the next eighty (80) days (i.e., the 21st through 100th days) of the Resident's Medicare Part A-covered stay.

ii. Medicare Part B. The Resident authorizes the Facility to bill Medicare Part B, and retain any funds received from such billing, for all Medicare Part B eligible services that the Resident receives. The Resident agrees to pay, or have his/her Medicaid, Medigap or other third party insurance carrier pay, all applicable Medicare Part B deductibles and co-insurance charges.

iii. Medicare Part D. The Resident authorizes the Facility or its agent (e.g., a pharmacy company) to bill Medicare Part D for covered medications, and retain any funds received from such billing, for all Medicare Part D eligible services that the Resident receives. The Resident agrees to pay, or have his/her Medicaid, Medigap or other third party insurance carrier pay, all applicable Medicare Part D deductibles and co-insurance charges.

Medicaid. The Resident agrees to comply with New York State Department of Health determinations of that portion of the Resident's net available monthly income ("NAMI") which must be paid to the Facility for Basic Services provided to the Resident. NAMI includes, but is not limited to, social security payments, pension payments, and any interest earned on Medicaid-exempt bank account funds. The Resident agrees to turn over all NAMI to the Facility within ten (10) days of receipt of such funds.

iv. Third-Party Insurance Coverage. The Resident also agrees to pay the Facility all deductible and co-insurance amounts imposed by the third-party insurance carrier within thirty (30) days of being billed by the Facility.

v. Managed Care Payors. If the Resident is covered by a Medicare managed care payor (i.e., Part C Sponsors or Medicare Advantage Plans) or a Medicaid managed care payor (collectively, "Managed Care Payors") with whom the Facility has an agreement, the Facility will provide the level and type of covered services as defined in the agreement with the respective Managed Care Payor in exchange for the rate negotiated with the Managed Care Payor. In no event will the covered services provided to the Resident pursuant to an agreement with a Managed Care Payor be less than the Basic Services listed in Section 1(A) of this Agreement. The Resident will be responsible to pay, or have Medicaid, Medicare or other third party payor pay, the Facility for any applicable copayments or deductibles

required by the Managed Care Payor and for any Additional Services furnished to Resident that are not covered by the Managed Care Payor. The Resident will be responsible for maintaining communications with the Managed Care Payor concerning all aspects of the Resident's eligibility for and coverage of services provided by the Facility, including but not limited to communications concerning modification, reduction or termination of coverage. Within 24-hours of receipt of any communication from the Managed Care Payor concerning eligibility or coverage for services, the Resident will provide a copy of such communication to the Facility.

vi. Private Pay. The Resident agrees to pay the Daily Basic Rate for the Basic Services listed in Section 1 (A) of this Agreement, and the Facility's charges for the services and items listed in Section 1(B) of this Agreement that are not included in the Daily Basic Rate and not otherwise paid for by Medicaid, Medicare or other third-party insurance. The Resident agrees to pay the Facility for any applicable co-payments and deductibles or other services and items furnished by the Facility that are not covered by Medigap, Medicaid, Medicare Part A, Medicare Part B, Medicare Part D, Commercial Insurance, or Managed Care Payors.

3. PAYMENT TERMS

A. Late Charges. In the event of late payment of any sums due from the Resident, a late fee of 1% per month of said amount will be assessed.

B. Discharge for Non-Payment. It is understood that the Resident may be discharged for non-payment of sums due under this Agreement, pursuant to Section 10(A)(iv) of this Agreement.

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

4. SECURITY DEPOSIT

A. Payment of Security Deposit. In the event the Resident is not eligible for Medicare, Medicaid, or Veterans Administration coverage on admission, the Resident agrees to prepay an amount for basic services which shall equal to 30 days payment at the Daily Basic Rate (the "Security Deposit"). The Security Deposit will be maintained in an interest bearing account, with interest accruing for the benefit of the Resident.

B. Refund of Security Deposit.

i. Upon the Resident's discharge, any outstanding bills shall be paid from the Security Deposit.

ii. If the Resident leaves the Facility for reasons beyond the Resident's control, any unused portion of the Security Deposit will be refunded promptly to the Resident or to the person or probate jurisdiction administering the Resident's estate.

iii. If the Resident leaves the Facility for reasons within the Resident's control without giving the advance notice required under Section 8 of this Agreement, the Facility will retain from the unused portion of the Security Deposit an amount equal to one (1) day's Daily Basic Rate in addition to any amount owed to the Facility for services rendered through the date of discharge.

5. RESIDENT PERSONAL ACCOUNTS

A. Deposits. The Resident's personal funds will be placed by the Facility in an interest-bearing account, with interest accruing to the benefit of the Resident.

B. Statements. Personal fund account statements will be provided quarterly. Personal fund account records will also be made available upon request.

C. Refunds. Refunds for the balance in the personal fund account, less any funds owed to the Facility, will be made to the Resident or to the person or probate jurisdiction administering the Resident's estate within 30 days from discharge. If the Medicaid program claims that funds from a deceased resident's personal account are owed as partial refund of Medicaid funds, the Facility is authorized by statute to deliver such funds to the Medicaid program.

6. DUTY TO COOPERATE IN THIRD PARTY PAYOR APPLICATION PROCESSES

To the extent there are changes in the Resident's Medicare or Medicaid existing coverage, the Facility will notify the Resident and provide written notification in accordance with applicable federal rules.

The Resident or Designated Representative agrees to monitor the Resident's resources to assure uninterrupted payment to the Facility by making timely application to third party payors. Changes in a Resident's health care coverage must be initiated by the Resident or Designated Representative; however, the Resident or Designated Representative may request information and/or assistance from Facility staff, if appropriate. To the extent the Resident or Designated Representative requests such assistance, the Resident or Designated Representative agrees to take all reasonable steps to provide complete, truthful and relevant information necessary to qualify for any available reimbursement program (e.g., Medicaid), and to fully cooperate with Facility staff in order to apply for and enroll the Resident in any such program. If appropriate, the Resident authorizes the Facility to assist with and submit any applications, forms or documents necessary to enroll or maintain the Resident in the Medicaid/Medicare programs, or any similar government program that may be established or available to the Resident.

7. TRUTHFULNESS OF INFORMATION PROVIDED

A. Information to the Facility. The Resident guarantees the truthfulness of all information they each provide to the Facility. By signing this Agreement, the Resident acknowledges that the Facility relies on such information, and agrees to pay on demand all damages directly or indirectly resulting from misrepresentation of information provided to the Facility.

B. Information to Third Party Payors. The Resident guarantees the truthfulness of all information provided to third party payors, including but not limited to Medicare and Medicaid, in applying for benefits that cover Facility services.

8. THERAPEUTIC LEAVE

A. Advance Notice Required. If the Resident wishes to leave the Facility for reasons within the Resident's control, the Resident agrees to give the Facility 72-hours advance notice in writing.

B. No Facility Responsibility. The Resident agrees that the Facility will not be responsible in any way for the Resident's health, safety or well-being while the Resident is off Facility premises on therapeutic leave.

9. ROOM TRANSFERS

A. Non-Discrimination. In accordance with New York law, where rooms are assigned by gender, the Facility will not deny a request by Residents to share a room on the basis of such Residents' actual or perceived sexual orientation, gender identity or expression, or HIV status. Further, to the extent

rooms are assigned by gender, the Facility will not assign, reassign or refuse to assign a room to a transgender resident other than in accordance with the transgender resident's gender unless at the transgender resident's request, unless such request is incompatible with applicable professional reasonable clinical judgement that is based on articulable facts of clinical significance.

B. Completion of Intensive Rehabilitation. If the Resident completes a course of intensive rehabilitation treatment but the Resident's treatment plan does not include a definitive date for discharge, the Facility may transfer the Resident from a room on a rehabilitation unit to a room on a long term care unit. In such circumstances, the Facility will provide Resident with prior notice of the transfer.

C. Unforeseen Circumstances. If the Resident is placed in a private room, the Resident agrees that certain circumstances may occur within the Facility that require the Resident to be transferred out of the private room, e.g., the need to isolate a resident due to unforeseen medical situations.

In such circumstances, the Facility may transfer the Resident to a semi-private room provided that notice is given verbally and in writing to the Resident/Designated Representative prior to the transfer.

The Resident/Designated Representative has the right to refuse the room transfer when it is solely for the convenience of the staff.

D. Medicaid Coverage. Medicaid covers the costs of a semi-private room. If the Resident has occupied a private room, the Resident understands and agrees that when the Resident no longer pays the private rate or when Medicaid coverage begins, the Resident will move to a semi-private room. In such circumstances, the Facility will provide Resident with prior notice of the transfer.

10. TRANSFER AND DISCHARGE

A. Bases for Transfer or Discharge. The Resident may be transferred or discharged under the following circumstances, and only when the Facility's interdisciplinary team (in consultation with the Resident or Designated Representative, had determined that:

i. The transfer or discharge is necessary for the Resident's welfare and the Resident's health needs cannot be met after reasonable attempts at accommodation in the Facility;

ii. The transfer or discharge is appropriate because the Resident's health has improved sufficiently so the Resident no longer needs the services provided by the Facility;

iii. The health or safety of individuals at the Facility would be endangered;

iv. The Resident has failed, after reasonable and appropriate notice, to pay for (or have paid under Medicare, Medicaid or third party insurance) a stay at the Facility. Such a transfer or discharge will only be permissible if: (1) a charge is not in dispute; (2) there is no pending appeal of a denial of benefits; or (3) funds for payment are available and the Resident or Designated Representative refuses to cooperate with the Facility in obtaining the funds.

B. Notice of Discharge. The Facility will provide Resident with written notice of transfer or discharge, in accordance with any applicable federal and state regulations. The foregoing will not apply in emergency situations.

C. Cooperation. The Resident or Designated Representative agrees to cooperate fully with Facility staff in connection with any discharge planning.

D. Emergency Hospital Care. If acute hospital care services are required in the event of a medical emergency, the Resident will be discharged to the Jamaica Hospital Medical Center.

11. BED-HOLD/ BED RESERVATION

Under certain circumstances, the Facility may reserve the Resident's bed during a hospitalization or therapeutic leave, in accordance with any applicable federal, state, or third-party payor requirements. The Facility provide the applicable verbal and/or written information and notices to the Resident or Designated Representative, in accordance with New York State regulations and the Facility's Bed-Hold Policy.

12. RESIDENT VALUABLES

A. Safe Available. The Facility maintains a safe for the deposit of the Resident's valuable property. The Resident will be given a written receipt for any items deposited in the safe, and will have access to the items in the safe during regular business hours.

B. Locked Storage Available. All Resident rooms are equipped with a locked storage box.

C. Limit on Facility Responsibility. The Facility will not be responsible for the loss or theft of the Resident's property that is not deposited in the Facility's safe.

13. GUARDIANSHIP APPLICATIONS

If the Facility determines that it must make an application to a court for appointment of a guardian for the Resident and the Resident has available financial resources, attorneys fees and other costs associated with the guardianship proceeding shall be paid out of the Resident's personal funds.

14. AUTHORIZATIONS

A. Medical/Dental Treatment. The Resident consents to routine medical/dental examinations and treatment. Routine examinations shall include, but are not limited to, eye, ear, nose, throat and gynecologic examinations.

B. Resident Photographs

i. The Resident authorizes the taking of a facial photograph of the Resident for identification purposes, as well other photos to document the Resident's physical condition. The photographs will become part of the Resident's confidential medical record.

ii. The Resident has been informed that the Facility has security cameras in most public areas throughout the building (e.g., lobbies, hallways and elevators). The Resident consents to the use and understands that use of security cameras is for safety and security purposes only.

iii. The Resident authorizes the taking of photographs during special events, for display within the facility.

iv. The Facility will obtain a release from the Resident before any photograph of the Resident is used outside the Facility for publicity or other purposes.

15. OBLIGATION TO ABIDE BY FACILITY RULES AND REGULATIONS

The Resident agrees to abide by the Facility's rules and regulations, and acknowledges receiving a written copy of same.

16. NON-DISCRIMINATION

The Facility does not discriminate against its residents or prospective residents, deny admission to, transfer or refuse to transfer a resident within the Facility or to another facility, does not permit discrimination (including, but not limited to, bullying, abuse, harassment, or differential treatment) on the basis of race, religion, creed, color, national origin, sex, actual or perceived sexual orientation, gender identity or expression, marital status, age, disability, human immunodeficiency virus (HIV) status, or any other characteristic prohibited by law.

17. THE RESIDENT'S DESIGNATED REPRESENTATIVE

A. Definition of Designated Representative. The "Designated Representative" is the person or persons chosen by the Resident to receive information and to assist and/or act in behalf of the Resident, to the extent permitted by State law. The Designated Representative(s) have legal access to the Resident's income and resources, and are primarily responsible to assist the Resident in meeting the obligations under this Agreement.

B. Obligations of Designated Representative.

i. By signing this Agreement, the Designated Representative agrees, without incurring personal financial liability, to ensure continuity of payment from the Resident's funds to meet all the Resident's obligations under this Agreement.

ii. The Designated Representative shall notify the Facility promptly in the event the Resident's income or resources become insufficient to meet the Resident's financial obligations to the Facility as they become due.

18. GENERAL PROVISIONS RELATING TO THIS AGREEMENT

A. Who is Covered by the Agreement. In addition to the parties signing this Agreement, the Agreement shall be binding on the heirs, executors, administrators, distributees, successors, and assigns of said parties.

B. Modifications to be in Writing. This Agreement may be amended or modified only in writing, such amendment or modification 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.

C. Waiver of Rights Under this Agreement. The failure of any party to enforce any term of this Agreement or the waiver by any party of any breach of this Agreement will not prevent the subsequent enforcement of such term, and the party will not be deemed to have waived any subsequent breach of this Agreement.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action arising out of or related to this Agreements shall be brought in, and the parties agree to jurisdiction of, the State Court located in Queens County, State of New York. If the matter is brought in Federal Court, the parties hereby agree to the laying of venue in the Eastern District of New York.

WE, THE UNDERSIGNED, HAVE READ THE ABOVE, HAVE BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS, AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

I grant permission and consent to the Facility to (a) leave voicemail messages for me, including information regarding amounts owed by me; (b) send me text messages using any wireless telephone numbers I provide; and (c) use pre-recorded artificial voice messages and/or automatic dialing device in connection with any communications made to me. I understand such calls or contact could result in charges to me depending on my wireless telephone service plan. The Facility will not be liable for any such charges associated with contacting me as set for above.

In addition, we acknowledge that I/we have received a copy of the following documents:

- **Statement of Resident 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**
- **Information on Advance Directives**
- **Facility Rules and Regulations**
- **Information about Medicaid and Medicare eligibility**
- **Notice of Facility Privacy Practices**
- **Privacy Act Statement -- Health Care Records**
- **Legal Services Agencies**

ACCEPTED:

RESIDENT

_____
Signature of Resident (or legally authorized Designated Representative if executed on behalf of the Resident)

DATE: _____

_____
[Name of legally authorized Designated Representative, if applicable:]

RESPONSIBLE PARTY

DATE: _____ Signature: _____

ACCEPTED:

FACILITY

_____
By: [Print name and title]

DATE: _____

_____
Signature

EXHIBIT A
Daily Basic Rate

$550.00