

**FULTON COMMONS CARE CENTER
ADMISSION AGREEMENT**

This Admission Agreement concerning the care of _____ (referred to as "You" or as "Resident") is made on _____, 20____ among Fulton Commons Care Center (referred to as "the facility") and the Resident and each designated representative.

This Agreement is based on the following facts:

- a. The facility accepts the Resident for board and care subject to the terms and conditions of this Agreement.
- b. The facility operates under the licensing standards and approval of the State of New York Department of Health as a nursing facility for the sole benefit of the Resident.
- c. The facility operates in accordance with bylaws, rules and regulations and policies established by its Governing Board.
- d. The facility admits and retains only those Residents for whom it can provide adequate care and service.
- e. The facility does not discriminate because of age, race, color, creed, gender, national origin, sexual orientation, blindness, handicap or sponsorship in admission, retention, and care of residents.
- f. The resident and each designated representative by agreeing to admission to the facility, agree to be bound by the terms, conditions, policies and rules concerning admission to the facility, as set forth in this agreement or otherwise applied by the facility.

IN CONSIDERATION OF THE MUTUAL PROMISES IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

You will be informed of the philosophy of the facility, designated representative information, Medicare and Medicaid information, name and address of physician, Department of Health Ombudsman, Resident Rights, Facility Regulations and personal allowance form; by signing this Agreement you also acknowledge that you have been fully informed of the bed retention policy, the complaint procedures, the care guidelines and information regarding advance care directives, as well as the daily, weekly and monthly rate.

SERVICES PROVIDED

The facility shall provide the following services, which are included in the basic service rate:

1. full board, including special therapeutic diets, as prescribed by a physician;
2. lodging, a clean, healthful, sheltered environment, properly equipped;
3. around-the-clock, 24 hour per day nursing care;

4. the use of all equipment, medical supplies and modalities, notwithstanding the quantity used in the everyday care of nursing home Residents, including, but not limited to catheters, hypodermic syringes and needles, irrigation outfits, dressing and pads, and so forth,
5. fresh bed linens and towels, as required, changed at least twice weekly, including sufficient quantities of necessary bed linen or appropriate substitute changes as often as required for incontinent Residents;
6. hospital gown as required by your clinical condition, unless you or your designated representative elects to furnish them, and laundry services for these and other washable clothing items;
7. general household medicine cabinet supplies as required, including, but not limited to nonprescription medications, materials for routine skin care, oral hygiene, care of hair, and so forth, as well as specific items which are medically indicated and prescribed for you;
8. assistance and/or supervision, when required, with activities of daily living, including, but not limited to toileting, bathing, feeding and ambulation assistance;
9. services, in the daily performance of their assigned duties, by members of the facility staff concerned with Resident care;
10. use of customarily stocked equipment, including, but not limited to crutches, walkers, wheelchairs, or other supportive equipment, including training in their use when necessary, unless such items are prescribed by a physician for regular and sole use by you;
11. activities programs including, but not limited to a planned schedule of recreational, motivational, social and other activities, together with the necessary materials and supplies to make a Resident's life more meaningful;
12. social work services, as needed;
13. pharmaceutical services as prescribed by a physician, dispensed by a licensed pharmacist; and
14. the service of holding monies in trust according to existing New York State Department of Health rules and regulations.

ADDITIONAL CHARGES NOT COVERED UNDER THE BASIC RATE

Following is a description of the charges not covered under the basic rate charged by the facility. The Resident and/or designated representative will be liable for these additional charges within the terms of this Agreement.

1. Podiatry care, ophthalmology care and the services of an optometrist are provided by outside suppliers who will bill the Resident — or third party (such as Medicare or Medicaid) directly for services rendered.
2. The facility will bill Medicare Part B (if coverage is available), directly for physical therapy, occupational therapy, speech therapy and audiology only if a skilled need is determined.
3. Electrocardiograms, lab work, x-rays, consulting physicians and certain medical supplies will be provided by outside providers who will bill Medicare Part B directly for the services, subject to any deductible to be paid by the Resident.

4. Residents who (a) have not met the applicable deductible, or (b) are not covered under Medicare Part B or Medicaid, or (c) have their claims rejected, will be responsible for the charges that had been directly billed to Medicare Part B.
5. Beautician and barber services are provided by outside providers at the costs posted by the providers. As a service to Residents, the facility pays these charges on behalf of the Residents and then bills Residents on a monthly basis for the costs incurred.
6. Residents with private telephone service will be required to pay the cost of their telephone service directly.

Residents are **NOT** required to obtain any of the services provided above.

The facility will **NOT** accept or retain duplicate payment for services.

FOR PRIVATE PAY RESIDENTS: The facility shall also provide the following services which you, or applicable parties, will be billed directly for and are NOT included in the basic rate:

1. Occupational Therapy — on a staff basis as prescribed by a physician, administered by or under the supervision of a qualified occupational therapist.
2. Physical Therapy — on a staff basis as prescribed by a physician, administered by or under the supervision of a qualified physical therapist.
3. Speech Therapy — on a staff basis as prescribed by a physician, administered by or under the supervision of a qualified speech therapist.
4. Audiology Services — on a staff basis as prescribed by a physician, administered by a qualified audiologist.
5. Ambulance or ambulette, according to location.
6. Medications prescribed by resident's physician at prevailing pharmacy rates.

PHYSICIAN VISITS

Medical coverage is available 24-hours a day at the facility. The Resident will be seen and examined at least once every thirty (30) days (as required by the New York State Department of Health) for the first ninety (90) days following admission, and at least once every thirty (30) days thereafter, or more often as needed. The Resident or designated representative may need a second opinion if said parties disagree with the diagnosis or treatment being provided; and may also call in a specialist for medical consultation. The expense for such a visit or consultation shall be the responsibility of the Resident or designated representative.

The resident or designated representative may select a physician of their own. However, said physician (or his/her designee) must be acceptable to the facility and approved by the Medical Board. The private physician may then decide upon the course of treatment appropriate to the Resident's

medical condition, under the supervision of the facility's Medical Director. The Resident, family or designated representative shall agree that if or when the Resident's personal or alternate physician is not available, the facility shall be authorized to arrange for another physician to visit.

The facility shall also be authorized to appoint another physician if the Resident's original physician fails to meet the requirements set forth by State and Federal regulations. The alternate physician shall visit the Resident within seventy-two (72) hours of the date the visit was due or sooner as required by the Resident's medical condition.

If the Resident, family or designated representative choose their own personal physician, payment to that physician is the responsibility of the Resident, family or designated representative.

THE UNDERSIGNED FURTHER AGREES that if or when the Resident's physician is unavailable, the facility shall be authorized to arrange for another physician to visit the Resident within thirty (30) days for the last examination.

TRANSFERS AND DISCHARGES

Should temporary or permanent transfers or discharges be necessary for medical, surgical, or psychiatric reasons, for your welfare or for the welfare of other Residents, you shall be given reasonable advance notice, in accordance with applicable law, to ensure your orderly transfer or discharge and you agree to leave the facility pursuant to such notice. Such action shall be documented in your medical chart. Examples of the foregoing include, but are not limited to:

1. A Resident who manifests behavioral or emotional disorders or suffers from alcohol addiction or habitation to depressant or stimulant drugs (unless such drugs have been prescribed by his/her physician because of other illness) shall be admitted and retained only if the facility has the capability of adequately and appropriately caring for the Resident.
2. A Resident suffering from a communicable disease shall not be admitted or retained unless a physician certifies in writing that transmissibility of such disease is ineligible.
3. A Resident who manifests such a degree of behavioral disorder that he/she is a danger to himself/herself or to others or whose behavior is so socially unacceptable or disturbing as to endanger the safety or health of other Residents, shall not be admitted or retained.
4. A Resident who requires more or different services than are typical of those offered on the unit which he/she is currently placed, or the facility determines a transfer is necessary for operational needs, may be transferred to another unit. The facility's professional staff will review appropriate placement and will arrange transfer to these units, following discussion with the Resident and his/her designated representative.
5. The facility shall reserve the right to discharge a Resident for non-payment or failure to pay for (or to have paid under Medicare, Medicaid or third-party insurance) services rendered.
6. Refund of unused portion of advance payment will be made in accordance with applicable law.
7. The facility may not withhold nutrition nor hydration for Residents and may not retain nor accept a Resident with orders to withhold nutrition or fluids.

In transfer or discharge (except for emergencies and medical needs) the resident and designated representative will receive a thirty (30) day notice, which includes the date and the reason for transfer or discharge as well as the new location.

In specific circumstances, a discharge notice will be given as soon as possible. Circumstances include:

1. The safety and/or health of individuals in the facility would be endangered;
2. The Resident's health improves sufficiently to allow a more immediate transfer or discharge;
3. An immediate transfer or discharge is required by the Resident's medical needs; or
4. The Resident has not resided in the facility for thirty (30) days.

WARRANTIES AND REPRESENTATION

You and each designated representative each warrant and represent the following:

1. The admission application (a copy of which is attached to this Agreement, if applicable) accurately sets forth your current assets and liabilities and projected income,
2. You and your spouse did not in the last sixty (60) months transfer any assets to a trust, except as set forth in the application (if applicable).
3. You and your spouse, in the last sixty (60) months, did not transfer any assets to a trust except as set forth in the application (if applicable).
4. Each designated representative has legal access to your income and resources available to pay for the facility's services.
5. You and each designated representative will use all income and resources owned by or attributable to you solely for your benefit and to meet all payment obligations under the Agreement as long as the Resident resides in the facility or owes money to the facility under this Agreement.
6. You and each designated representative will maintain an accurate financial record of your finances so that eligibility for Medicare or medical assistance (Medicaid) can be established if/when all your funds and assets are exhausted. (You may maintain an accurate financial record of your finances so that your eligibility for Medicare or medical assistance (Medicaid) can be established if/when all your funds and assets are exhausted. (You may maintain an allowable savings account and burial reserve as established by applicable New York State regulations).
7. You and each designated representative will cooperate with the facility and will take all reasonable actions, including the provision of requested documentation, to establish your eligibility for Medicare and Medicaid. At least three (3) months prior to the Resident's personal funds for payment of facility charges run out, the Resident and/or designated representative agree to cooperate and assist the facility in preparing an application for medical assistance (Medicaid).

8. Upon the Resident's eligibility for Medicaid the Resident or designated representative will promptly arrange to have the Resident's monthly and other regular income (including Social Security and pension payments) deposited or mailed directly to the facility. The Resident and designated representative agree that upon the Resident's Medicaid eligibility and until the automatic deposit is arranged, they will promptly pay such income to the facility as it is received.

9. When the Resident, or the undersigned on behalf of the Resident has failed to pay for the Resident's stay or to have it paid under Medicare, Medicaid or other third party coverage, the Resident may be discharged after thirty (30) day notice where:

- a) the fact that the charge is owed is not in dispute;
- b) an appeal of a denial of benefit is not pending; or
- c) funds are available to the Resident and the Resident refuses to cooperate.

INDEMNIFICATION

You and each designated representative, jointly and severally, agree to indemnify the facility and hold harmless of and from any and all liabilities, losses or damages arising out of any misrepresentation or breach of warranty contained in this Agreement.

MEDICARE AND MEDICAID

You or a designated representative on your behalf shall apply promptly for eligibility and benefits under the Medicare and/or Medicaid program as soon as you appear to meet the program's eligibility requirements. The Admissions Department at the facility will be available to assist in the process. If you fail to apply promptly you authorize the facility, at its sole discretion, to take all actions necessary, including the application for eligibility under the Medicaid program and/or an appeal under the Medicare program.

PAYMENT FOR SERVICES

1. If you are found to be eligible for benefits under the Medicare and/or Medicaid programs and are entitled under one or both of these programs to have payment made for some or all of the items and services provided by the facility, the facility agrees to accept the payment from these programs, plus any related coinsurance and deductible amounts owed by you as payment in full for the items and services covered there under. Except to the extent prohibited under applicable law, you will be responsible for the payment of the items and services not covered under these programs.

2. If you are not eligible for Medicare or Medicaid benefits, you agree to pay the facility:

- a) The basic service rate of \$494/\$499 per day or such future daily rates as may be set by the facility in a manner not inconsistent with applicable governmental law and administrative regulations; and
- b) The cost of services requested by you, which are not covered under the basic rate.

3. The Resident and /or designated representative agree to pay these charges on the 1st day of each month. If the facility's charges increase, the facility will give thirty (30) days written notice and the Resident and/or designated representative will pay these new charges.
4. If you are not eligible for Medicare or Medicaid benefits, a security deposit equal to two (2) months charges at the prevailing rate is required upon admission. The current months charges are also due upon admission.
5. If you were eligible for Medicare benefits and these benefits were exhausted and if you cannot supply satisfactory evidence of entitlement to Medicaid benefits, the equivalent of two (2) additional month's charges for security shall be required and the monthly charge shall be due in advance on the first day of each month.
6. The Resident and/or designated representative agrees that the facility's policy of charges and payment of bills is fair and reasonable. The facility may demand full payment of the resident's bill at any time, but the facility is not required to do this. The facility may charge a late payment charge in the amount of 1-1/2% per month on any overdue balance. If the facility must retain the services of an attorney to collect any amounts due herein, the Resident and/or designated representative shall be responsible for said attorney fees.

ADDITIONAL CHARGES

The facility shall not assess additional charges, expenses or other financial liabilities in excess of the basic service rate included in this Agreement, except:

1. Upon expressed written approval and authority of you and/or a designated representative;
2. Upon expressed written orders of your personal, alternate or staff physician stipulating specific services and supplies not included in this Agreement;
3. Upon thirty (30) days prior written notice to you or a designated representative of additional charges, expenses or other financial liabilities due to the increased cost of maintenance and/or operation of the facility; and upon the request of the Resident, designated representative or the applicable New York State agency, financial and statistical supportive evidence sufficient to reflect such changes in economic status shall be provided; or
4. In the event of a health emergency involving you and requiring immediate special services or supplies to be furnished during the period of emergency.
5. Resident agrees to pay or provide for payment of transportation and hospital expenses and charges if hospitalization of the Resident becomes necessary.

PERSONAL ARTICLES

1. Residents are encouraged to bring personal belongings, which do not endanger themselves or others (for example, furniture must fit into the available areas). The facility is not responsible for the loss of any money, jewelry, cell phone/chargers or personal articles unless they are deposited for

safekeeping in the Social Work Office and a receipt is received. Locked storage space (both drawers and wardrobes) are available for secure storage of Resident 's property.

2. Clothing Items that are brought into the facility must be properly labeled and documented in the resident medical record. The facility will not be responsible for damaged/lost clothing items that are not labeled and/or logged in. In addition, please note that all laundry done by Fulton Commons is laundered at an institutional laundromat, meaning that harsh chemicals and very high temperature water are utilized to ensure proper sterilization and cleanliness. Therefore, Fulton Commons cannot assume responsibility for any resultant damages to clothing items and suggest that you exercise care in selecting the garments to be laundered. If you chose to take care of your laundry on your own, you need only to let us know.
3. The facility will not assume financial liability for personal items – including clothing, dentures, hearing aids, glasses, prosthetics, cellphones etc. - unless the damage or loss can be attributed to facility actions/error.
4. Any electric equipment brought in by the Resident or designated representative will be checked for safety and condition before being approved use. The Maintenance Department must give approval.

RELEASE

The facility shall be exempt from, and the Resident and each designated representative hereby releases the facility from liability for any injury to the Resident or for damage or loss of the Resident's property, unless such injury, loss or damage occurs on the facility's premises and is a direct result of negligence by the facility.

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The facility will inform the designated representative of a significant change in the Resident's physical, mental or emotional status, of an accident in which the Resident is injured, a need to alter treatment significantly, or a decision to transfer or discharge the Resident. If the designated representative cannot be reached in the case of an emergency, the facility will act to the benefit of the Resident after consultation with the medical staff and Administration. Primary responsibility for burial arrangements rests with the next of kin and/or designated representative. If no such person is available, the Public Administrator will be notified to make the necessary arrangements.

RETURN OF PROPERTY

In the event that the Resident terminates his/her residence at the facility while the facility is holding money or property of the Resident (in the form of a prepayment or otherwise) the facility shall, within thirty (30) days after termination of the Resident's stay, refund to the Resident the difference of the amount of such money or properly less the amount of charges for services already furnished by the facility to the Resident. In the event of the Resident's death, the refund shall be made to the estate of the Resident or to the Public Administrator within thirty (30) days. The facility is not responsible for clothing or other personal articles left for more than two (2) weeks after discharge.

NONDISCRIMINATION

In conformance with New York State and Federal laws, which prohibit discrimination based upon age, race, creed, color, national origin, sexual orientation, sex, handicap or source of payment, the facility shall admit and treat all Residents on a nondiscriminatory basis. The facility expects all members of its staff and all persons to act accordingly within these guidelines.

RELEASE OF INFORMATION

The Resident and designated representative authorize the release of the Resident's current or future clinical records and other information to third party payers to the extent required for the facility to obtain payment for services rendered to the Resident. This Agreement hereby assigns third party and Veterans Administration insurance benefits to the facility.

BED RETENTION FOR HOSPITALIZATION

During a hospitalization outside of the facility for acute conditions the Resident or the undersigned, agrees to pay the facility at the rates herein provided, to hold the bed until the Resident returns to the facility. If a bed-hold is NOT paid for, the resident will be readmitted to the first available, appropriate bed which may or may not be the same bed he/she was discharged from in accordance with NYS (415.3) and CMS (483.15 (d)) regulations.

THERAPEUTIC LEAVE

1. Medicaid Residents are entitled to therapeutic leave days if they meet Medicaid's residency requirements. Before planning any Therapeutic leave, Residents or family members must advise the facility and assure Medicaid coverage in order to avoid being charged.
2. Resident who is admitted after prior stay in another nursing facility must meet the criteria mentioned above.
3. All private pay Residents are entitled to unlimited therapeutic leave days provided there is a continuation of private payment for bed-hold. In case of dual coverage (Medicare/Private) it is possible that Medicare will resume coverage upon return from therapeutic leave.

CONSENT TO TAKING OF PHOTOGRAPHS

By signing this Agreement, permission is hereby granted to take photographs for medical, security and public relations purposes under the following conditions:

1. The photographs shall be taken by an employee or contractor of the facility.

2. The photographs will be used for either medical records identification or benefit of the facility's brochures, activities or public relations.

KOSHER DIETARY LAWS

This facility observes Kosher Dietary Laws, which means that purchased foods meet additional inspection beyond the normal Government Standards and impose several restrictions upon selection, preparation and service of food. Prohibited is the use of pork and pork products, game fish, which do not have scales and certain fins, and all shellfish. In Kosher Dietary Law there are three (3) classifications of food:

1. Meat and all the by-products
2. Milk and cheese, butter and other dairy products
3. Neutral (parve) foods such as eggs, fish, grains, sugars, fruits, juices, vegetables, vegetable oils and shortenings, Kosher Oleo margarine, herbs, spices and flavorings.

The bread and cakes served are those made without dairy products (milk or butter).

A non-Kosher room, microwave and refrigerator are provided for those residents that wish to bring in and store food that is not prepared in the facility.

MISCELLANEOUS

1. This Agreement does not and is not intended to express or imply a contract to care for the Resident for life.
2. Subject to applicable law, the Agreement may be terminated voluntarily by either party giving seventy-two (72) hour notice in order to formulate a responsible discharge plan to ensure continuity of care for the Resident's welfare; provided, however, that this Agreement shall not be deemed terminated until such time as the Resident no longer resides at the facility and has paid all outstanding balances due the facility.
3. This Agreement represents the entire agreement among the parties and cannot be modified except by a written instrument signed by all the parties to this Agreement.
4. This Agreement shall be binding for the initial and subsequent admissions and on the heirs, executors, administrators, distributes, successors and assigns of the parties hereto.
5. Should any provision of this Agreement be void or unenforceable, such provision shall be deemed omitted, and this Agreement with such provision omitted shall remain in effect.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
7. The Resident agrees and understands that the facility does not permit smoking in the building or on facility property.

8. The Resident/Designated Representative understands and agrees that if a resident is at high risk for falls, that risk – and therefore falls – do not decrease because they now live in a nursing home setting.

Nothing in this Agreement shall conflict with the Medicare and Medicaid statutory and regulatory provisions of OBRA 1987 and amended by (OBRA 1990 and subsequent amendments including OBRA 1993 (42 U.S.C. S] 395] -3 [Medicare]); 41 U.S.C. 21396r [c] Medicaid; 41 C.F.R. S483.1 at seq.).

The parties to this Agreement have signed this Agreement on the date set forth below. By signing the admissions agreement, or by simply agreeing to admission to the facility, you agree to be bound by the terms, conditions, policies and rules concerning admission to the facility, as set forth in this agreement or otherwise applied by the facility.

Signature of Responsible Party

Date

Facility Representative

Date

RESIDENT FUNDS

Name of Resident: _____ Date: _____

The facility makes available the services of holding funds in interest bearing accounts. "Banking" hours are Monday through Friday from 10:00AM until 3:00PM. On weekends and "off-hours", Nursing Supervisors have access to resident fund monies. Withdrawals require a signature, and cash withdrawals are limited to \$50.00, larger amounts are by check. Withdrawals made by other than Residents may require Resident authorization or proof of expenses. Statements are distributed quarterly, off cycle statements are available on request.

I will handle my own funds

I request that the facility handle my funds

I request that _____ (Name of Responsible Party) handle my funds.

Resident Signature: _____

Designated Representative Signature: _____

I agree to be responsible for the funds of:

Print Name of Resident

I understand that these funds are to be reserved for the personal use of the Resident. If I fail to provide for the personal needs of the Resident, the facility will have the right to manage the account and purchase the Resident's personal needs as required.

Signature of Responsible Party

Date

Signature of Facility Representative

Date

SUGGESTED CLOTHING LIST:

FEMALE CONTINENT

6 dresses
6 slacks/pants
6 nightgowns
4 sweaters
10 panties
1 pair slippers
6 brassieres/undershirts
2 pairs sneakers or shoes
1 robe
2 blouses
6 knee high stockings/socks

FEMALE INCONTINENT

6 dresses (open back)
6 slacks/pants
6 nightgowns
4 sweaters
2 pairs pf sneakers or shoes
1 pair slippers
6 brassieres/undershirts
1 robe
6 blouses
6 knee high stockings/socks

MALE CONTINENT

6 shirts
6 pairs of slacks
6 undershirts
6 pairs of socks
6 pairs of undershorts
3 sweaters
2 pairs sneakers or shoes
1 pair of slippers
2 belts or suspenders
4 pairs pajamas
1 robe

MALE INCONTINENT

6 shirts
6 pairs of slacks
6 undershirts
6 pairs of socks
3 sweaters
2 pairs sneakers or shoes
1 pair of slippers
2 belts or suspenders
4 pair pajamas
1 robe

All clothing must be machine washable, machine dryable and marked with the resident's name by resident's family please. Note please that high temperature water and harsh chemicals are utilized so please pick garments accordingly.

Please bring all clothing to the Social Work office or the charge nurse. **Do not put unmarked clothing in the resident room.** The facility will not be responsible for items that are not labeled, documented in resident record or damaged on the laundry if material inappropriate or in use for greater than 1 year.

If the designated representative does not provide appropriate attire, the facility reserves the right to purchase clothing for the resident utilizing funds from the resident's personal allowance account.

I acknowledge receipt of and acceptance of facility's clothing policy.

Designated Representative

Date

Resident Name