All New
FULTON
COMMONS
CARE CENTER

WELCOME

Fulton Commons Care Center
Visiting hours are 24 hours a day
Suggested visiting hours are from 10:00am to 8:00pm
(516) 222-9300

Guest Name: _____

Room Number: _____

The following are the names of the staff you may contact regarding the Guest:

Physician: _____

Social Worker: _____

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

ADMISSION AGREEMENT

Agreement entered on_____, 20____by Fulton Commons Care Center and

_____residing at _____
(Guest)

and_____residing at _____
(Responsible Party)

and_____residing at _____
(Guest's Spouse or Sponsor)

FULTON COMMONS CARE CENTER

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FULTON COMMONS CARE CENTER

ADMISSION AGREEMENT

Agreement dated_____, 20___(hereinafter the "Agreement") between Fulton Commons Care Center, at 60 Merrick Avenue, East Meadow, NY 11554 (hereinafter "Facility") and_____(hereinafter referred to as "Resident"), whose community residence is located at_____and _____ (hereinafter "Resident Representative" or "Sponsor" if Resident's spouse) 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 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 ("DOH") and by the Facility. The Resident, Resident 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 medical and nursing staff, routine diagnostic tests and procedures, nursing services, and medication administration. The Resident, Resident 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 Resident, Resident 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 THE PARTIES

The Facility agrees to provide all basic (routine) services to the Resident, as well as either provide or arrange for available ancillary services, that the Resident may require. Attachment "A" lists the routine, ancillary and additional services provided and/or arranged for by the Facility. A list of private pay charges for certain ancillary and other available services is included in your admission package.

By entering this Agreement, the Resident, the Resident's Sponsor and/or the Resident Representative on the Resident's behalf, understand and agree to the following Resident payment obligations. The Resident agrees to pay for, or arrange to have paid for by Medicaid, Medicare or other insurers, all services provided under this Agreement, and agrees to pay any required third-party deductibles, coinsurance or monthly income budgeted by the Medicaid program. The Resident, the Resident's Sponsor and/or the Resident Representative accept the duty to ensure continuity of payment, including the duty to arrange for timely Medicaid coverage, if Medicaid coverage becomes necessary.

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

III. ANTICIPATED SERVICES

Generally, Residents are admitted to the Facility for one of the following reasons: sub-acute care*; long term care, or hospice care.

* Fulton Commons Care Center defines sub-acute care as goal oriented, comprehensive, inpatient caredesigned for an individual who has an acute illness, injury, or exacerbation of a disease process. Generally, sub-acute care is 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, who are admitted for sub-acute care, are admitted with the expectation that they will be discharged once short-term services are no longer required, unless continued placement in the Facility is medically appropriate. It is the mutual goal of the Resident and the Facility that the Resident returns to his/her home or a less restrictive setting, if appropriate. The Resident, Resident 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. The Resident's failure to cooperate with discharge constitutes a waiver of any limitation that might otherwise apply to private collection.

Residents admitted for sub-acute care are responsible for applicable copayments, deductibles, and/or coinsurance, and for any charges that may accrue after termination of their third-party coverage if they remain in the Facility for any reason. Residents covered by Medicare Part A are responsible for a daily coinsurance amount for days 21 to 100 of a Part A covered stay.

If the Resident is admitted for sub-acute services and thereafter remains in the Facility for long term care, 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

(a) Obligations of Resident, Sponsor and/or Resident Representative

i. **Resident and/or Sponsor.** A Sponsor, used herein to refer to the Resident's spouse, as defined in 10 N.Y.C.R.R. §415.2 is "the entity 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." Accordingly, the Sponsor may be personally responsible for paying for the costs of the Resident's care in the Facility from the funds of the Resident and/or his/her own funds.

The Resident and/or Sponsor agree to pay, or arrange for payment of, any portion or all of the applicable private pay room and board rate and the ancillary charges incurred for services not covered by third party payors and/or required third party deductibles and/or coinsurance including the monthly income contribution (NAMI) budgeted by the Medicaid program. If the Resident has no third-party coverage, or if the Resident remains in the Facility after any such coverage terminates because covered services are deemed no longer "medically necessary" or for any other reason consistent with applicable law, the Resident and/or Sponsor agree to pay or arrange for payment at the private pay rate for room and board and the ancillary charges incurred until discharge or until another source of coverage becomes available. The Resident and/or Sponsor agree to take the necessary steps to ensure that the Facility and its ancillary providers receive payment from all third-party payors, including the timely disclosure of available insurance coverage, timely appeal of insurance coverage denials, and production of information and documentation needed to meet the eligibility criteria of the Medicaid program (e.g., proof of income, resources, residency, citizenship, and explanation of past financial transactions).

ii. **Resident Representative.** The Resident Representative is the individual designated, by either a Court of law, the Resident or a family member or other party(ies) having an interest in the well-being of the resident, including but not limited to the Resident Representative's self-designation by signing this Agreement, to receive information and assist and/or act on behalf of the Resident to the extent permitted by State law. Unless the Resident Representative is also the Resident's spouse or Sponsor, the Resident Representative is not a guarantor of payment and not obligated to pay for the cost of the Resident's care from his/her own funds. **Notwithstanding the foregoing,**

to the extent the Resident Representative breaches the obligations personally undertaken to ensure that the Resident has a payment source for his/her nursing home care (either from private funds and/or a third-party payor) he/she may be personally liable to the Facility for the damages caused by said breach . By signing this Agreement, the Resident Representative hereby represents and warrants that he/ she shall (i) utilize the Resident's funds to pay for the Resident's care at the Facility to the extent he/she has access or the ability to access such funds; (ii) timely provide information and documentation requested by the Facility or a third party payor including, but not limited to, insurance and/or Medicaid (e.g., a request for documentation needed to complete a Medicaid application or insurance policy information); and (iii) timely provide accurate and complete information and documentation to the Facility regarding such matters as the Resident's financial resources, citizenship or immigration status and third party insurance coverage. The Resident Representative hereby agrees to indemnify and hold the Facility harmless from any loss, damage or expense the Facility may suffer or incur as a result of a breach of the foregoing representations and warranties. The Resident Representative acknowledges that nothing herein constitutes an impermissible third-party guarantee of payment; rather, this Agreement sets forth independent obligations that are being voluntarily undertaken by the Resident Representative that if breached may result in personal liability. The provisions in this paragraph shall survive termination of this Agreement for any reason.

iii. ***Resident, Sponsor and/or Resident Representative*.** The Resident, Sponsor, and Resident Representative understand that the Facility is available to assist with securing third party coverage (including but not limited to Medicaid), but it is ultimately the responsibility of the Resident, Sponsor and Resident Representative and the Resident, Sponsor and Resident Representative shall take all necessary steps to apply for, and qualify for, such coverage in a timely manner. Care provided to a Resident who does not meet the eligibility criteria for coverage by third party payors will be billed at the Facility's private pay room and board rate.

The Resident, Sponsor and Resident Representative agree to provide the Facility in a timely manner with all relevant information and documentation regarding all potential third-party payors including, but not limited to, what benefits, if any, may be available from the Resident's insurance and/or managed care plan and to notify the Facility immediately of any change in Resident's insurance status or coverage. Depending on the insurance coverage, managed care plan and/or written agreement with the Facility, additional charges, including co-insurance, deductibles and/or co-payments, may be imposed. Furthermore, prior authorization by the insurance carrier or managed care plan does not guarantee coverage and/or reimbursement. In the event of denial of payment by a third-party payor, exhaustion of benefits and/or termination of coverage, the Resident and/or Sponsor shall be responsible for payment to the Facility. The Resident must promptly notify the Facility of any notice of a third-party payor's discontinuation of payment (coverage).

(b) Private Payment

If the Resident does not have a third-party payment source in place, his/her care will be billed at private pay rates. The private pay room and board rate ("Daily Basic Rate") is $_____per day for a private room and $_____per day for a semi-private room. Ancillary services are not included in the Daily Basic Rate. Ancillary services, such as physician services, rehabilitation therapies, oxygen, dental and diagnostic services, laboratory, x-ray, podiatry, optometry, pharmacy services, urinary care supplies, trach and ostomy supplies, surgical supplies, parenteral and enteral feeding supplies, transportation services, and extraordinary rehabilitative devices, are provided by independent service providers who contract with the Facility and will be billed separately according to the Facility's and/or the service providers' charge schedules. Rates of payment to the Facility may differ for individuals with additional sources of payment such as third-party coverage. A copy of the Facility charge schedule for ancillary services is attached to this Agreement and included in your admission package. In addition, certain items and services, such as beauty/barber services; personal telephone, newspaper delivery etc. (see Attachment "A" - Non-Clinical Services) are not covered in the Daily Basic Rate or by health insurance plans and the Resident is responsible to pay for such services. Room and board charges are billed monthly on a one-month advance basis. Ancillary charges are billed in the month following the month that the services were provided. Bills are generated at the end of each month and cover the next month of room and board charges ("Monthly Advance Payment") and the previous month's ancillary charges. All payments are due upon receipt of the monthly bill. The Daily Basic Rate and charges for ancillary and/or additional services are subject to increase upon thirty (30) days' written notice to the Resident, Resident Representative and/or Sponsor.

(c) Prepaid Deposits/Advance Payment

Unless otherwise specified herein, prior to admission and/or restricted by law, the Facility requires an advance payment in cash or certified check equal to three (3) months of services at the Facility's Daily Basic Rate from private pay residents. Such sum represents a two (2) month prepaid security deposit ("Prepaid Deposit") and the Monthly Advance Payment for the first month stay at the Facility. The Prepaid Deposit, including any interest accrued, shall continue to be the property of the depositor. However, the Facility shall have the right to apply, at its sole discretion, the Prepaid Deposit toward payment for services provided under this Agreement. The Resident, Sponsor and/or Resident Representative agree to deposit additional funds with the Facility to replenish the Prepaid Deposit to a sum equivalent to two (2) months of the current Daily Basic Rate within ten (10) days of written notice to the Resident. The Facility may deduct a fee of one percent (1%) per year from Prepaid Deposit amounts to cover administrative costs in accordance with applicable law. Upon Resident's discharge from the Facility, the balance of the prepaid amount in excess of outstanding bills will be refunded in accordance with Facility's policy within thirty (30) days of the discharge. However, if a private paying Resident leaves the Facility for reasons within the Resident's control without giving five (5)days' prior notice, the Facilitywill retain an additional amount not to exceed one (1) day's Daily Basic Rate.

Prepaid deposits/advance payment are not required upon admission from individuals eligible for Medicare, Medicaid and/or 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 such government programs, a Prepaid Deposit and Monthly Advance Payment will be required in accordance with the above- mentioned Prepaid Deposit policies of the Facility.

(d) Late Charges

Interest at the rate of fifteen (15%) percent per annum [1¼ % per month] or the maximum allowed by State law will be assessed on all accounts more than thirty (30) days overdue.

(e) Collection Costs, Including Reasonable Attorneys' Fees and Related Expenses

In the event of any arbitration or litigation arising from this Agreement, the Facility shall be entitled to reasonable attorneys' fees. The Resident, Sponsor and/or Resident Representative shall be responsible for the expenses related to collecting damages hereunder, including but not limited to reasonable attorneys' fees and other collection-related costs and disbursements, in addition to the late charges imposed on any overdue payments.

(f) 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 will be according to the rates for coverage of skilled nursing facility benefits agreed upon by such plan and the Facility. Residents who are members of a managed care benefit plan that has 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 payment for those services not covered under his or her plan and for applicable copayments, coinsurance and/or deductibles.

If the Resident is covered by a private insurance plan or managed care benefit plan that **does not** have a contract with the Facility, and where the private insurance or managed care plan reimbursement is insufficient to cover the cost of care, the Resident will be responsible for any difference in accordance with federal and State laws and regulations. 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 and/or the Resident's insurance or managed care plan, carrier or agent. The Resident, Sponsor and/or Resident Representative shall notify the Facility immediately of any change in Resident's insurance status or coverage including, but not limited to, ineligibility, termination, discontinuation of coverage, and/or any decrease or increase in benefits.

If the 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 nonparticipating provider with the understanding that there may be additional charges to the Resident for using such nonparticipating providers.

(g) 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 guidelines. If the Resident continues to be eligible, Medicare may provide coverage of up to 100 days of care. The first 20 days of covered services are fully paid by Medicare and the next 80 days (days 21 through 100) of the covered services are paid in part by Medicare and subject to a daily coinsurance amount for which the Resident is responsible. A Resident with Medicare Part B and/or Part D coverage, who subsequently exhausts his/her Part A coverage or no longer needs a skilled level of 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/or Part D services when Part A coverage ends.

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 would be responsible for the cost of his/her stay, unless another payor source is available.

If Medicare denies coverage and denies further payment and/or recoups any payment made to the Facility, the Resident, Resident Representative, and/or Sponsor hereby agree to pay to the Facility any outstanding amounts for unpaid services not covered by other third-party payers, 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.

MEDICARE PART A, MANAGED CARE, AND THIRD-PARTY INSURANCE

Except for specifically excluded services, most nursing home services are covered under the consolidated billing requirements for Medicare Part A beneficiaries or under an all-inclusive rate for other third-party insurers and managed care organizations (MCOs). Under these requirements, the Facility is responsible for furnishing directly, or arranging for, the services for its residents covered by Medicare Part A and MCOs. 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 and third-party billing requirements. The Resident agrees that he/she will not arrange for the provision of ancillary services unless the Resident has obtained prior approval from the Facility.

(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 is not entitled to any other third-party coverage, the Resident may be eligible for Medicaid (often referred to as the "payor of last resort"). **THE RESIDENT, RESIDENT REPRESENTATIVE AND SPONSOR AGREE TO NOTIFY THE FACILITY AT LEAST THREE (3) MONTHS PRIOR TO THE EXHAUSTION OF THE RESIDENT'S FUNDS (APPROXIMATELY $50,000) AND/OR INSURANCE COVERAGE TO CONFIRM THAT A MEDICAID APPLICATION HAS OR WILL BE SUBMITTED TIMELY AND ENSURE THAT ALL ELIGIBILITY REQUIREMENTS HAVE BEEN MET. THE RESIDENT, RESIDENT REPRESENTATIVE AND/OR SPONSOR AGREE TO PREPARE AND FILE AN APPLICATION FOR MEDICAID BENEFITS PRIOR TO THE**

EXHAUSTION OF THE RESIDENT'S RESOURCES. Services reimbursed under Medicaid are outlined in Attachment "A" to this Agreement.

Once a Medicaid application has been submitted on the Resident's behalf, the Resident, Sponsor, and Resident Representative agree to pay, to the extent they have access to the Resident's funds, to the Facility the Resident's monthly income, which will be owed to the Facility under the Resident's Medicaid budget. Medicaid recipients are required to pay their Net Available Monthly Income ("NAMI") to the Facility on a monthly basis as a co-payment obligation as part of the Medicaid rate. A Resident's NAMI equals his or her income (e.g., Social Security, pension, etc.), less allowed deductions. The Facility has no control over the determination of NAMI amounts, and it is the obligation of the Resident, Resident Representative and/or Sponsor to appeal any disputed NAMI calculation with the appropriate government agency. Once Medicaid eligibility is established, the Resident, Resident Representative and/or Sponsor agree to pay NAMI to the Facility or to arrange to have the income redirected by direct deposit to the Facility and to ensure timely Medicaid recertification. The Resident, Sponsor and Resident Representative agree to provide to the Facility copies of any notices (such as requests for information, budget letters, recertification, denials, etc.) they receive from the Department of Social Services related to the Resident's Medicaid coverage.

Until Medicaid is approved, the Facility may bill the Resident's account as private pay and the Resident will be responsible for the Facility's private pay rate. If Medicaid denies coverage, the Resident or the Resident's authorized representative can appeal such denial; however, payment for any uncovered services will be owed to the Facility at the private pay rate pending the appeal determination. If Medicaid eligibility is established and retroactively covers any period for which private payment has been made, the Facility agrees to refund or credit any amount in excess of the NAMI owed during the covered period.

V. AUTHORIZATIONS AND ASSIGNMENTS FROM RESIDENT TO THE FACILITY

(a) Authorization to Release Information

By execution of this Agreement, the Resident, Resident Representative and Sponsor authorize 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 copy all records relating to such care.

(b) Authorization to Obtain Records, Statements and Documents

By execution of this Agreement, the Resident, Resident Representative and/or Sponsor authorize the Facility, its agents, representatives, successors and assigns 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 payment to the Facility and/or securing Medicaid coverage.

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

By execution of this Agreement, the Resident, Resident Representative and Sponsor agree to 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 and authorize the Facility to seek and obtain all information and documentation necessary for the processing of any third-party claim.

(d) Designation and Authorization for External Appeal of Medical Necessity Denials

Except where a designee is appointed, only a Resident may request an "external" or independent appeal of benefit denials based on lack of medical necessity. The Resident, Sponsor and/or Resident Representative appoints the Facility as designee authorizing it to request an external appeal of a health plan denial or limitation of coverage because of medical necessity and agrees to sign any form needed to effectuate such appointment.

(e) Authorization to Represent Resident Regarding Medicaid

By execution of this Agreement, the Facility, its agents, representatives, successors and assigns shall be authorized to have access to the Resident's Medicaid file, and, if the Facility so elects, to act on behalf of the Resident in connection with any and all matters involving Medicaid, including, but not limited to, representation of the Resident at

Administrative Fair Hearings and Article 78 judicial appeals. The Facility will appeal a Medicaid determination only if it deems an appeal has merit and is necessary and prudent.

(f) Authorization to Take Resident's Photograph

By execution of this Agreement, the Resident, Resident Representative and/or Sponsor authorize the Facility to photograph the Resident for identification purposes and to photograph any part of the Resident to document certain physical conditions, e.g., wounds or skin discolorations, for treatment purposes. I understand that the Facility retains ownership rights to these photographs but that the Resident will be allowed access to view them or obtain copies.

VI. TEMPORARY ABSENCE (also referred to as "bed hold" or "bed reservation")

If the Resident leaves the Facility due to hospitalization or therapeutic leave, the Facility is NOT obligated to hold the Resident's bed until his or her return unless prior arrangements have been made for a bed hold pursuant to the Facility's "Bed Reservation Policy and Procedure" or it is required by law. In the absence of a bed hold, the Resident may be placed in any appropriate semi-private bed in the Facility at the time of return from hospitalization or therapeutic leave provided a bed is available and the Resident's re-admission is appropriate.

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, Resident Representative and/or Sponsor fails to pay for, or secure third-party coverage of the Resident's care at the Facility, including failing to pay applicable co-insurance and/or NAMI.

(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 the Resident's needs cannot be met after reasonable attempts at accommodation in the Facility; the Resident's health has improved sufficiently so the Resident no longer needs the services provided by the Facility; the health or safety of individuals in the Facility would otherwise be endangered and all reasonable alternatives to transfer or discharge have been explored and have failed to safely address the problem; and for any other reason permitted by applicable law.

(c) Voluntary Discharge

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

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.

(d) Intra-facility Room Change

The Facility reserves the right to transfer the Resident to a new room on an as-needed basis, consistent with applicable law. Residents who are admitted as short-term 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. If the resident occupies a private room, the Resident understands and agrees that when he/she no longer pays the private rate or upon Medicaid coverage, he/she may be moved to a semi-private room unless the private room is medically necessary. The Facility may also initiate a room change for medical, social and/or other reason consistent with applicable law and the Resident's rights.

VIII. RESIDENT'S PERSONAL PROPERTY

Each Resident may request a locked drawer in his/her room for the storage of personal property. Valuable personal property (such as jewelry, money, or other valuable items, etc.) should not be kept in the Resident's room. In the event of lost personal property, the Facility will conduct an investigation to determine the cause of the loss. Liability for the loss shall be borne by the party found responsible at the conclusion of the investigation. Further, it is the responsibility of the Resident, Resident Representative and/or Sponsor to arrange for disposition of the Resident's property upon discharge or death of the Resident. Property left in the Facility for more than thirty (30) days after discharge will be disposed of at the discretion of the Facility.

IX. KOSHER FOOD POLICY

The Facility is a strictly Kosher facility and serves only food prepared in accordance with Jewish dietary laws and customs. For further information on the Facility's Kosher food policy, please speak with the Dietician or Administrator.

X. SMOKING POLICY

The Facility is a smoke-free facility and is committed to maintaining a smoke-free environment. The Resident agrees that under no circumstances will he/she and/or his/her visitors smoke anywhere in the buildings, or on the grounds or within 15 feet of the grounds of the Facility, except in designated areas. The Resident agrees to comply with the Facility's smoking policies.

XI. FACILITY SECURITY

In order to safeguard the safety and security of our residents and staff, the facility has implemented 24-hour video surveillance of the facility grounds and/or public/common areas in the facility, including the lobby, unit corridors, dining/day rooms and exit areas. The cameras do not record audio. All video recordings remain in the possession of the facility until erased or otherwise destroyed and will only be released in accordance with applicable State and federal laws and regulations. By executing this Agreement, you consent to the video surveillance system.

XII. GENERAL PROVISIONS

(a) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to conflict of law provisions. Any and all actions arising out of or related to this Agreement against the Facility shall be brought in, and the parties agree to exclusive jurisdiction of, the New York State Supreme Court, located in Columbia County, New York.

(b) Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be assigned by Facility in connection with the transfer of Facility operations to a new operator. Upon such assignment, Facility is relieved of further duties and obligations under the Agreement.

(c) Binding Effect

Notwithstanding the foregoing, all covenants, conditions, and obligations contained herein shall be binding upon, and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

(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, where such transfer or absence does not exceed a period of sixty (60) days, shall not terminate this Agreement. Upon the Resident's return and re-admission in accordance with the admission assessment criteria set by the DOH and by the Facility, this Agreement shall continue in full force and effect.

(e) Entire Agreement

This Agreement and addenda, which are incorporated herein, contain the entire understanding between the Resident, Resident 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

Any provision in this Agreement determined to be inconsistent with applicable law or to be unenforceable 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) Waiver

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

(h) 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 and facsimile and electronic signatures shall be accepted and deemed to be original signatures and shall be binding on the parties upon signing.

(i) 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.

(j) 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. Wherever herein reference is made to "Resident, the same shall refer to, and include, Resident, Sponsor and/or Resident Representative for contractual and financial obligations to the extent permitted by law.

(k) Representations

The Resident, Resident Representative and Sponsor warrant and represent that the information (both written and oral) provided during the admission process is complete and accurate, and acknowledge that the Facility has relied upon such information in entering into this Agreement and admitting the Resident.

(l) Attachments

Attachments "A" and "B", as cited and referenced in this Admission Agreement, are intended to be informational only; they are not otherwise incorporated into the Admission Agreement, and they confer no legal rights or obligations.

(m) Non-Discrimination

IN ACCORDANCE WITH FEDERAL AND NEW YORK STATE LAW AND REGULATIONS, 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 (HHS) ISSUED PURSUANT TO THE ACTS, TITLE 45 CODE OF FEDERAL REGULATIONS PART 80, 84, AND 91, NO PERSON SHALL, ON THE GROUNDS OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, SEXUAL ORIENTATION, GENDER IDENTITY, RELIGION, CREED, DISABILITY, 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.

By execution of this Agreement, Resident, Resident Representative and/or Sponsor acknowledge receipt of the following documents and information:

1. Schedule of Coverage and Fees for Ancillary Services (Attachment A)
2. Medicare and Medicaid Information (Attachment B)
3. Statement of Resident's Rights and Responsibilities; Facility Rules and Regulations
4. Contact information for the Resident's Attending Physician (name, address, and telephone number); and information and contact information for filing grievances, including the name, business address, email address, and phone number of the Facility's grievance official; the telephone numbers for the DOH "Hot Line" and the NYS Office of Aging Ombudsman Program; and a list of legal service agencies and community resources providing resident advocacy services.
5. Information about advance directives including: A summary of the Facility's policy and DOH pamphlets: *Deciding about Health Care: A Guide for Patients and Families; Health Care Proxy: Appointing your Health Care Agent in New York; and Do Not Resuscitate Orders - A Guide for Patients and Families.*
6. State-required disclosures: CMS and DOH websites access information, and common/familial ownership of any entity or individual providing services to the facility.
7. Statement regarding the use of the Medicare Minimum Data Set (MDS) and the Privacy Act of 1974.
8. Required documentation necessary to determine Medicaid eligibility
9. Notice of Privacy Practices for Protected Health Information
10. Veterans Information
11. Addenda:
    - I. Assignment of benefits form (Signature on File form)
    - II. Bed reservation (bed hold) policy and bed reservation request form
    - III. Acknowledgment of receipt of the Notice of Privacy Practices
    - IV. Authorization for Release of information
    - V. Designation and authorization for external appeal of medical necessity denials
    - VI. Authorizations for Medicaid
    - VII. Request for facility to maintain personal fund account
    - VIII. Social Security direct deposit, representative payee, and change of address forms

THE UNDERSIGNED HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS AS SET FORTH HEREIN, AND IN ALL ADDENDA TO THIS AGREEMENT.

ACCEPTED AND AGREED:

Date	Signature (or Mark*) of RESIDENT	Print Name

*If Mark, signature of 2 witnesses: _____

Date	Signature of SPONSOR (if spouse) or RESIDENT REPRESENTATIVE	Print Name

FULTON COMMONS CARE CENTER, INC.

Date	By:	Print Name and Title