FINGER LAKES CENTER FOR LIVING

Long-Term Care & Rehabilitation Center at Auburn Community Hospital

SKILLED NURSING FACILITY ADMISSION AGREEMENT

This Agreement entered on _____, 20___, by and between Auburn Community Hospital, d/b/a Finger Lakes Center for Living located at 20 Park Avenue, Auburn, New York 13021 (the "Facility") and _____

(the "Resident") and _____

(the "Responsible Party").

I. ADMISSION AND CONSENT

The Resident and the Responsible Party hereby agree, subject to both federal and state laws, rules and regulations, that the Resident will be admitted to the Facility only upon the order of a New York State licensed physician and upon a determination that the Resident satisfies the admission assessment criteria set by the New York State Department of Health and by the Facility. The Resident and/or Responsible Party hereby consent to such routine care and treatment as may be provided by the Facility and/or ancillary providers in accordance with the Resident's plan of care, including but not limited to, transfer to an acute care hospital when necessary, dental, medical and/or surgical consultation, examination by staff, routine diagnostic tests and procedures, and the administration of pharmaceuticals. The Resident and Responsible Party 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 and Responsible Party 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 services to the Resident, as well as either provide or arrange for available ancillary services, that the Resident requires upon the terms and conditions of this Agreement. (see Addendum I).

The Resident and the Responsible Party understand and agree that the Facility's acceptance of the Resident is based on the Resident's and/or Responsible Party's representation that they have sufficient access to and control over Resident's financial affairs sufficient to discharge the duties and obligations herein and that the Resident has resources, insurance coverage and/or is eligible for government benefits (including Medicare and/or Medicaid) to cover the cost of care at the Facility. Furthermore, the Resident and/or Responsible Party agree to take all, timely necessary steps to ensure that the Facility receives payment from these and/or other available sources consistent with the Agreement.

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

III. THE RESPONSIBLE PARTY

The "Responsible Party" is the person chosen by the Resident, appointed by a Court of competent jurisdiction, or otherwise agreeing to act as such pursuant to these terms who is primarily responsible to assist the Resident in meeting his or her obligations under this Agreement. The Responsible Party does not personally guarantee or serve as a surety for the payment obligations

of the Resident. However, the Responsible Party agrees that in the event he or she fails to perform any of his/her obligations as set forth below or elsewhere in this Agreement that he or she will be individually liable to the Facility for the damages caused by this breach in accordance with the payment obligations set forth in this Agreement. The Responsible Party agrees and understands that this representation is a material inducement to the Facility agreeing to render services to the Resident and that the Facility is relying upon this representation.

The Facility will be notified Resident or the Responsible Party immediately if the Responsible Party is no longer able to serve in that capacity.

IV. THE RESIDENT'S AGREEMENT TO PAY FOR, OR ARRANGE TO HAVE PAID FOR, SERVICES PROVIDED BY THE FACILITY

A. THE RESIDENT'S OBLIGATIONS

The Resident and the Responsible Party agree to pay for, or arrange to have paid for by Medicaid, Medicare or other insurers, all services provided by the Facility under this Agreement (see Addendum I). The Resident personally agrees to pay the daily basic rate ("private pay rate") charges for ancillary services, to the Facility from the Resident's funds (e.g. monthly income and other assets and resources) after any Medicare Part A coverage has been applied, or exhausted, until the month in which the Resident's Medicaid eligibility covers such charges.

The Resident and the Responsible Party agree to pay the private rate from the Resident's funds, unless and until Medicaid coverage is obtained (except during periods covered by Medicare Part A).

If the Resident's Medicaid application is denied, the Resident and the Responsible Party agree to pay from the Resident's funds, for services at a private pay rate. If Medicaid eligibility is eventually established and covers any period retroactively for which the private pay rate has been paid, the Facility agrees to refund or credit any amount in excess of the Net Available Monthly Income ("NAMI") amount owed during the covered period.

The Resident understands and agrees that he/she will pay the private pay rate while a Medicaid application is pending and if the Medicaid application is denied.

The Resident's duty to ensure continuity of payment includes the duty to arrange for timely Medicaid coverage, if Medicaid coverage becomes necessary. The Resident will be held liable for any damages suffered by the Facility, including reasonable attorney's fees, if payment on the Resident's account is interrupted by untimely Medicaid application. The Responsible Party shall assist the Resident in fulfilling this duty to the Facility or the Responsible Party will be held liable for any damages, including reasonable attorneys' fees, suffered by the Facility.

If the Resident qualifies for Medicaid, Medicare, or coverage by an insurance carrier with which the Facility has negotiated a daily rate, the Facility will accept their daily rate in lieu of the daily basic rate for the services and supplies covered by such third-party payors. Charges for additional physician-ordered services are payable directly to the provider of services.

If an account is 60 days overdue it will be referred for collection.

B. THE RESIDENT'S DIRECTION TO HIS/HER AGENTS

The Resident directs the Responsible Party, and all other financial agents, including future appointees to ensure that all payment obligations under this Agreement are met from the Resident's assets, resources and monthly income; to cooperate in obtaining Medicaid coverage, if necessary; to meet the Resident's obligations under this Agreement; and to manage the Resident's assets prudently, so that the Facility is not placed in a position where it cannot receive payment from either the Resident's funds, Medicaid, or the third-party payors.

C. PAYMENT OBLIGATIONS UNDER MEDICAID AND OTHER THIRD-PARTY PAYORS

1. Obligation to Assure Third Party Payment

The Facility understands that the Resident may be eligible for private insurance coverage of all or a portion of the Facility's charges pursuant to the terms of a third-party payor's health benefit plan or program ("third party payor" or "plan"). Although the Facility has relied on insurance verification of eligibility and coverage, verification of coverage after the services are provided, and continued coverage may be subject to specific additional preauthorization requirements, to modification by the plan, and by its determination that recommended services are "medically necessary" as well as covered.

The Facility is not responsible for benefit denials, limitations, or terminations by third party payors. The Facility will, however, make reasonable efforts to (1) present information to support the medical necessity of treatment recommended by the Resident's care team; and (2) to notify you and/or your Designated Representative as soon as it is informed by the third-party payor that coverage will cease or decrease.

The Resident and the Responsible Party acknowledge (if the Facility will be paid by private insurance) the Facility's reliance on the availability of third-party coverage and the coverage information provided to it prior to admission. You each verify that the insurance information provided to the Facility is accurate, complete, and that there are no other sources of coverage. The resident and/or the designated representative on your behalf further agree(s):

1. To keep insurance coverage premiums current and to notify the Facility if any required premiums have not been or cannot be made;
2. To notify the Facility of any notice of benefit, denial, or limitations, or coverage termination;
3. To provide the Facility with updated insurance information, with copies of the applicable summary of benefits or riders from such plan(s), and upon Facility request, copies of further third-party payor information which is available upon your request to the third-party payor;
4. To authorize the Facility to submit claims for coverage to all sources of coverage (primary and secondary) and to provide the Facility with timely and complete information necessary to file valid benefit claims; and
5. To authorize the Facility to release confidential patient information required by the third-party payor for claiming reimbursement.

2. Deductibles and Co-Insurance

Medicare or other insurers may require a deductible and/or co-insurance payment to the Facility. The Resident agrees to meet these obligations and understands that the payment obligations under this Agreement include such payments.

3. Medicaid

a. Duty to arrange for and provide information in a timely Medicaid Application.

The Resident and the Responsible Party agree to monitor resources to assure uninterrupted payment to the Facility by making timely and completed application to Medicaid and Medicaid recertification (and/or other payors), as necessary.

The Resident and the Responsible Party agree to notify the Facility as to:

(i) the anticipated time when the resident will have spent his/her resources to the Medicaid resource level; and

(ii) when the Medicaid application will be and is filed.

The Resident and the Responsible Party agree to apply for Medicaid before the resident's liquid resources have been expended, and to allow the applicable Department of Social Services to lien the real property held in the Resident's name to allow for Medicaid qualification.

b. Monthly Income Payments Under Medicaid

The Resident and the Responsible Party understand the Resident's monthly income (e.g. retirement benefits, Social Security, Railroad Retirement, interest income, etc.), less allowable deductions as determined by the law and the Department of Social Services, i.e. the "net available monthly income" ("NAMI"), must be paid to the Facility as part of the Medicaid rate.

c. NAMI from Medicaid Pending and Eligible Residents

The NAMI from all Medicaid pending and eligible residents is to be paid to the Facility as of the effective date sought by the Resident's Medicaid application. The Resident and the Responsible Party shall:

i. deliver the estimated NAMI or the NAMI calculated by the Department of Social Services to the Facility on or before the 10th of each month; or that it will be sent directly to the Facility from the income payor;

ii. during the period when the Resident's Medicaid application is pending approval by the Department of Social Services, the estimated NAMI shall be paid to the Facility and it shall be applied to the cost of care of the Resident;

iii. that if any of the estimated NAMI/NAMI amount is disputed, the disputed portion of the client share/NAMI will be paid directly to the facility, and the facility will issue a refund as necessary.

D. DUTY TO PAY PRIVATE RATE UNTIL MEDICAID COVERAGE IS OBTAINED

The Resident and Responsible Party agree to pay the private pay rate unless and until Medicaid coverage is obtained. If the Medicaid application is denied, the Resident agrees to pay for services at the private pay rate. If Medicaid eligibility is eventually established and covers any period retroactively for which the private pay rate has been paid, the Facility agrees to refund or credit any amount in excess of a client share/NAMI amount owed during the covered period.

If the Resident's liquid assets are exhausted or unavailable prior to Medicaid coverage, the Resident agrees to immediately pay his/her monthly income to the Facility as partial payment for the daily basic rate.

E. RELEASE OF MEDICAID INFORMATION TO THE FACILITY

Upon application to the Facility, the Resident and/or Responsible Party is **required to provide complete and full disclosure of the resident's financial resources to the Facility** in the Application for Admission.

To facilitate assistance in the Medicaid application process, the Facility requests authorization to have access to the Resident's Medicaid application and recertification file. With such authorization, the Facility can receive copies of all correspondence regarding the Medicaid application, can assist the Resident with the application process, and can communicate with the Department of Social Services regarding the application or recertification.

If the Resident should require the Facility's assistance with filing the Medicaid application or with a request for reconsideration or an appeal of a Medicaid denial, the Resident or the Responsible Party may authorize the Facility and the Facility's agents to act on his/her behalf in the Medicaid process. Resident / responsible party agrees to sign release of information/ authorization to allow facility participation in Medicaid process as needed.

The Facility's ability to assist in the Medicaid process, however, depends on the Facility or the Facility's agents receiving timely financial information and documentation regarding the Resident's income and resources.

The Facility shall have no obligation to assist in the Medicaid process, and any such assistance, if given, is solely as an accommodation to the resident. Whether or not the Facility assists in the process or the success thereof, shall not affect the obligation of the resident hereunder.

F. PAYMENT FOR ITEMS/SERVICES NOT COVERED BY, OR IN EXCESS OF, MEDICAID, MEDICARE OR OTHER BENEFITS

If the Resident qualifies for Medicaid, Medicare, or other coverage, the Facility will accept the Medicaid, Medicare or other insurance rates, plus any deductibles, co-insurance and/or NAMI payments for care and services covered by such programs. However, when the Resident requests items or services that are more expensive than, or in excess of, items or services covered by the Medicare, Medicaid or other programs, the Resident will be charged an amount not to exceed the difference between the customary private charge and the value of the items/services covered by Medicare or Medicaid. The Facility agrees to notify the Resident of such additional charges prior to providing the requested items.

G. RESIDENT PERSONAL ACCOUNTS

Cash may be deposited in the Resident's personal account in the Business Office to cover incidental expenses. The Facility is required to deposit amounts over $50.00 in an interest-bearing bank account. Account records will be made available upon request, and quarterly statements will be provided to the Resident and/or Responsible Party.

Refunds for the balance in the personal account, less any funds owed to the Facility, will be made to the Resident or the Resident's estate on the Resident's behalf after discharge, in accordance with all applicable New York State and Federal laws and regulations.

In the event of the Resident's death, refunds will be made within thirty (30) days after the probate jurisdiction administering the resident's estate appoints an estate representative to formally request the refund.

If the Department of Social Services claim funds from a deceased Resident's personal account as partial refund of Medicaid funds owed, the Facility is authorized by law to deliver these funds to the Department of Social Services.

The Resident and/or Responsible Party consents to the Facility's withdrawal of amounts owed to the Facility from the personal account prior to returning the balance to the person administering the resident's estate, or to the Department of Social Services.

When a Resident account is deposited with a bank, the Resident agrees to execute a bank authorization form in order to protect the Facility on any remaining obligation of the resident to the Facility in the event of the Resident's death.

V. THE RESPONSIBLE PARTY'S PERSONAL AND INDEPENDENT OBLIGATIONS TO THE FACILITY

A. TO MEET PAYMENT OBLIGATION

The Responsible Party is obligated to assist the Resident to ensure continuity of payment, from the Resident's income, assets and resources and third-party payors, to the Facility for the cost of the Resident's care.

B. MEDICAID OBLIGATIONS

The Responsible Party agrees to assist the Resident:

1. To Make Timely Medicaid Application and Provide Information:

(a) by providing full and complete disclosure of all of the Resident's assets in the Admissions Agreement indicating all monthly income and gifts made from the Resident's assets, or the Resident's spouse's assets within sixty (60) months of admission, or sixty (60) months of admission if the resident or resident's spouse has a Trust;

(b) by notifying the Facility as to the anticipated time when the Resident will have spent his/her resources to the Medicaid resource level;

(c) by timely filing the resident's Medicaid application to ensure uninterrupted payments to the Facility and notifying the Facility of the filing date; and

(d) by providing complete information and documentation to the appropriate County Department of Social Services within the time frame required for such application.

(e) In addition, the facility may apply for representative payee status when Medicaid benefits are applied for, in the event that the resident's obligations to the facility are not met.

2. To Pay Over Monthly Income of Medicaid-Covered Residents

The Responsible Party agrees and promises to turn over and remit to the Facility the Resident's monthly income as directed in the budget letter received from Medicaid while pending.

Once Medicaid eligibility is established, the Responsible Party shall either (i) remit payment to the Facility of the Resident's Net Adjusted Monthly Income (NAMI), as directed by the Department of Social Services, or (ii) agree to arrange to have such income deposited directly with the Facility. If the NAMI amount is disputed, the undersigned agrees to place the disputed amount in escrow, as described above.

3. To Provide For and Obtain Annual Medicaid Recertification

If the Resident becomes Medicaid eligible, the Responsible Party agrees to ensure the Resident's timely annual Medicaid recertification by providing information regarding the Resident's assets, resources and income and all other pertinent information to the Department of Social Services within the time frame of its request.

VI. TRUTHFUL AND COMPLETE INFORMATION PROVIDED ON ADMISSIONS APPLICATION AND FOR MEDICAID

The Resident and the Responsible Party each separately warrants that the financial information submitted to the Facility on the Admissions Application and any other applicable document concerning the Resident's finances is true, correct, complete and accurate in all material respects and that there are no material omissions. Further, the Resident and the Responsible Party each separately warrants that the financial information at the time of Medicaid application will be truthful, complete and submitted in a timely manner.

VII. OTHER FINANCIAL ISSUES

1. LATE CHARGES

The Facility reserves the right to compute a late charge in the event of late payment of any sums due from the Resident or the Responsible Party under this Agreement. A fee computed at 10% per annum of said amount or the maximum amount allowed by law, whichever is less, may be assessed on all accounts overdue more than thirty (30) days.

2. COLLECTION COSTS, INTEREST, AND ATTORNEY FEES

In case of nonpayment of any sum due under the terms of this Agreement, the Resident and the Responsible Party agree to pay interest as set forth, reasonable collection fees including, but not limited to, attorney's fees and other costs incurred by the Facility in enforcing the terms of this Agreement.

3. DAMAGES

If the Responsible Party breaches personal obligations to the Facility, and fails to pay the private rate, the NAMI, or the deductibles and co-insurance from the Resident's funds to which they have access, and/or if the Resident's Medicaid eligibility is delayed or denied due to the Responsible Party's failure to make timely or complete Medicaid application or recertification as set forth above, the Responsible Party agrees to pay damages caused by such failure, including reasonable attorney fees and other costs incurred in enforcing terms of this Agreement.

The Facility will be notified immediately if the Responsible Party is no longer able to serve in that capacity.

VIII. RETENTION AND DISCHARGE

1. INVOLUNTARY DISCHARGE

a. Discharge for Nonpayment

The Facility may discharge the Resident for nonpayment. Nonpayment occurs when there is a failure to pay privately for the Resident's stay or to have it paid for. Nonpayment also occurs when the Net Available Monthly Income (NAMI) is not paid. The Resident may be discharged after a thirty (30) days' notice where the fact that the charge is owed is not in dispute or funds are actually available or would be available to the resident and the Resident refuses to cooperate.

b. Other Reasons for Involuntary Discharge

The Facility may transfer or discharge the resident involuntarily because of care needs or behavioral difficulties, which cannot be reasonably accommodated; because the resident's health was improved and he/she no longer needs the Facility's services; or because the resident's health needs can no longer be met in the Facility.

Such discharge will comply with Federal rules, as written in 42 CFT 483.12 and New York rules pursuant to 10 N.Y.C.R.R., §415.3.

c. Notice of Discharge

The Facility will give the Resident and the Responsible Party thirty (30) days' notice prior to involuntary discharge of the resident unless (i) the health or safety of others in the Facility is jeopardized; or (ii) the Resident's urgent medical needs necessitate a prior transfer or discharge. In the latter cases, appropriate notice will be given as soon as practicable.

IX. BED-HOLD POLICY

In the event a resident is admitted to a hospital, the Resident or the Responsible Party may retain the Resident's right to the nursing facility bed by implementing a bed-hold agreement.

Private pay residents are charged the daily room and board rate and must formally agree to pay the current daily rate for each day the bed is held.

New York State Medicaid guidelines do not provide for bed retention during an acute care hospital stay. Finger Lakes Center for Living will monitor medical status while hospitalized and provide priority for readmission per Medicaid guidelines.

X. RESIDENT'S PERSONAL PROPERTY

The Facility has appropriate policies and procedures to provide reasonable security for the Resident's personal property. Further, the Resident may request to have locked storage space in his/her room.

The Facility will not be liable for the loss of valuable items.

It is the obligation of the resident and undersigned to arrange for disposition of the Resident's property upon discharge. The Facility may dispose of property left more than thirty (30) days after discharge.

XI. AUTHORIZATIONS

A. FOR PHYSICIAN VISITS

The Resident or the Responsible Party agrees:

6. That a physician and/or physician's extender may visit the resident in the Facility at least as often as required by New York facility regulations or as often as necessary to address the Resident's medical care needs; and
7. That the Facility may arrange for another physician to see the Resident, if or when the Resident's personal, alternate or staff physician is delinquent in visitation or is unable to see the Resident when medically necessary.

B. FOR RESIDENT PHOTOGRAPH

The Resident or the Responsible Party authorizes the taking of a facial photograph of the resident for identification purposes. This photograph will become part of the Resident's confidential record and may be utilized by police, Protective Services and other agencies, which are part of the process for the protection of the Resident.

XII. OBLIGATION TO ABIDE BY FACILITY RULES AND REGULATIONS

The Resident and the Responsible Party agree to abide by the Facility's Rules and Regulations, and to respect the personal rights and private property of all residents and staff.

The Facility is a 100% smoke free and tobacco free facility. Smoking is not allowed anywhere on the property.

XIII. 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 Resident's heirs, executors, administrators, distributors, successors, and assigns of said parties.

B. MODIFICATIONS TO BE IN WRITING

This Agreement may not be amended or modified except in writing, signed by Facility and the resident and/or the undersigned, 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. Room rates may be modified by thirty (30) days written notice.

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 no party will be deemed to have waived the right to subsequent enforcement of this Agreement.

D. SEVERABILITY OF CERTAIN PROVISIONS

If any provision in this Agreement is determined to be illegal or unenforceable, then such provision will be deemed amended so as to render it legal and enforceable and to give effect to the intent of the provision; however, if any provision cannot be amended, it shall be deemed deleted from this Agreement without affecting or impairing any other part of this Agreement.

E. ENTIRE AGREEMENT

This Agreement *with all Addenda* constitutes the entire agreement between the parties with respect to the Resident's admission to the Facility and is intended to be an integration of all prior and contemporaneous agreements, conditions or undertakings between the parties on this subject.

F. GOVERNING LAW/SUBMISSION TO JURISDICTION

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 Agreement shall be brought in and the parties agree to jurisdiction of Cayuga County, State of New York. If the matter is brought in Federal Court, the parties hereby agree to the laying of venue in the Northern District of New York.

The Facility is duly licensed under NYS law to provide nursing home services. Your physician has determined that you require nursing home services and you agree to the following terms and conditions relating to the admission and provision of services.

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

ACCEPTED:

_____ _____

Date (Signature or mark of Resident)

_____ _____

Date (Signature of Responsible Party and Agent)

Date	(Signature for Facility)

ADDENDUM I
SERVICES AND FEE SCHEDULE (THIS IS AN EXAMPLE ONLY)

The following fee rates are effective as of _____

SERVICES INCLUDED AS PART OF THE DAILY RATE

The following services are provided under the daily basic rate charged by the Facility:

8. Lodging;
9. Board, including therapeutic or modified diets as prescribed by a physician;
10. Twenty-four (24) hour per day nursing care;
11. Fresh bed linens;
12. Hospital gowns or pajamas as required by the clinical condition of the resident, unless the resident, next of kin and/or Sponsor elects to furnish them, and regular non-dry-cleaning laundry services for these and other washable personal clothing items;
13. General household medicine cabinet supplies, including, but not limited to, non-prescription medications, products for routine skin care, oral hygiene, care of hair, and so forth, except for specific items that are medically indicated and needed for exceptional use for a specific resident;
14. Assistance and/or supervision when required with activities of daily living, including, but not limited to, toileting, bathing, feeding and ambulation assistance;
15. Services by Facility's staff performing their daily assigned resident care duties;
16. The use of customarily stocked equipment, including, but not limited to, crutches, walkers, wheelchairs, or other supportive equipment, and training in their use when necessary, unless such item is prescribed by a physician for regular and sole use by a specific resident;
17. The use of all equipment, medical supplies and modalities, notwithstanding the quantity usually used in the everyday care of the resident including, but not limited to catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads, and so forth;
18. 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;
19. Social Work services as needed;
20. Arrangements for other services as required for the health, safety, proper care and treatment of residents;
21. Dental Services, as administered by or under either the personal or general supervision of a licensed and currently registered dentist;
22. Pharmaceuticals as medically indicated and prescribed for use. Private pay residents will be responsible for payment of non-stock pharmaceutical supplies, as prescribed by physician. These pharmacy charges will be billed monthly by the Facility's contracted pharmacy vendor; and
23. Rights – You shall also be entitled to the rights specified in the Resident Handbook, and by execution of this Agreement you acknowledge these Rights and Responsibilities have been read and understood by you and/or your designated representative.
24. Any room changes, which become indicated due to a change in the resident's needs/or abilities, or the emergency needs of another person, including and without limitation to, room changes which become indicated due to medical necessity.

    Whenever possible, the Facility will attempt to consider the wishes of affected residents when changing room assignments, but the Facility shall have the right to make any room assignments it

deems advisable and the Facility shall have the right to change any and all room assignments, within the parameters of regulations pertaining to Residents' Rights.

Residents residing on in a short term rehab bed may be transferred to another skilled nursing bed when it is determined that the resident no longer meets the criteria of the short term rehab bed and vice versa.

Those residents residing in private rooms that are designated for infections control may be asked to relocate to another room for as long as their room is needed for the purpose of infection control.

PHYSICIAN AND ADDITIONAL SERVICES PROVIDED ON A FEE FOR SERVICE BASIS

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 Facility or directly by the provider of the service. The resident is not obligated to pay for services paid for by Medicaid, Medicare or other third-party payors who have negotiated a rate with the Facility, except for deductibles and co-payments.

The Facility will arrange for physician and/or physician extender visits, as authorized under this Agreement, and as required, and to provide care to the residents, and for the following ancillary services to be available to the resident when prescribed by a physician. These services will be administered or supervised by practitioners affiliated with and/or approved by the Facility who meet the applicable New York licensing, registration and certification requirements. The services listed below may or may not be covered by Medicare, Medicaid, or other insurance dependent upon medical review and upon terms and conditions of insurance contracts. The services listed below are not exclusive; other physician-ordered services may be available:

1. Physical Therapy;
2. Audiology Services;
3. Occupational Therapy;
4. Speech Therapy;
5. Podiatry Services;
6. Psychiatric or Psychological Treatment;
7. Optometric Services;
8. Laboratory Services;
9. X-ray Services;
10. Special Nurse or Companion on Order of Physician;
11. Oxygen Therapy;
12. Dental Services;
13. Transportation Services; and
14. Hospital, Transportation Expenses.
15. Prescription drugs and medications as ordered by the attending physician. Should the facility decide to provide an equivalent generic medication that is not acceptable to a resident, he/she will be responsible for the additional cost of their preferred medication.

ITEMS/SERVICES NOT COVERED IN THE DAILY BASIC RATE OR BY INSURANCE

Certain items and services, such as those listed below, may not be covered under the daily basic rate nor are they paid for by Medicaid, Medicare or insurance carriers. Such items are made available, but must be paid for or charged against the resident's account when the cost is incurred.

1. Barber/Beauty Parlor;
2. Private telephone in room;
3. Private TV in room/Cable Television Services;
4. Newspapers;
5. Shoes and clothing;
6. Dry Cleaning;
7. Special transportation for personal use;
8. Ambulance transportation, as needed; and
9. Personal items (i.e. eyeglasses, contact lenses, hearing aids, private duty personnel).
10. Guest Meals – See Addendum I, Services and Fee Schedule, for current pricing. Guest meals must be ordered and paid for 24 hours in advance. Orders may be placed with the Receptionist in the Main Lobby.

The resident/sponsor/responsible party/financial agent agrees to assist the resident to the best of their ability in obtaining necessary personal items, clothing and effects which are not provided under the daily basic rate.

Individual purchase amounts are usually deducted from the resident's fund account. In the event the resident is unable to authorize expenditures, the undersigned agrees to cooperate in authorizing such expenditures, as needed.

The charge for a private paying resident for room, board, and normal nursing services is billed 30 days in advance and due by the first of each month. **For private pay residents admitted after the first day of the month, payment is due on the day of admission for the remaining portion of the month of admission.**
The daily rate is subject to change after thirty (30) days written notice.

Daily Basic Rate-Room & Board – Private (per day) ……$560.00

The Facility will bill Medicare Part B insurance for the services when applicable.

Rev. 04/22/2026