ADMISSION AGREEMENT

between

CROUSE COMMUNITY CENTER
101 South Street Morrisville, New York 13408

and

_____ and _____
("**Resident**") ("**Designated Representative**")

1. WELCOME

Crouse Community Center ("Facility") hopes that your stay with us will be as pleasant and comfortable as possible. In order to achieve this, we enter into this Agreement (the "Agreement") with the commitment that we will work with you and your representatives so that this will become your home.

2. DISCRIMINATION

The Facility admits and treats all residents without regard to race, creed, color, national origin, blindness, disability, sex, sexual preference, marital status, religion, age, source of payment, or sponsorship in admission or retention of care of resident. Resident has the right to live in the most integrated and least restrictive setting, with considerations for the Resident's medical, physical, and psychosocial needs.

3. SERVICES PROVIDED BY FACILITY

A. **Basic Services**

The Facility will provide the following services under the Daily Rate:

1. A clean, properly outfitted room in a healthful, sheltered environment, and three nutritionally balanced meals a day, including therapeutic or modified diets, as may be prescribed by a physician, and between meal nourishments.

2. 24-hour per day nursing care, health services, personal care and supervision as needed by the Resident including bathing, dressing, walking, eating, toileting, and other activities of daily living.

3. Training and use of Facility's walkers, wheelchairs and other medical supplies and equipment. However, if the Resident requires specially adapted equipment, they are not included in the Daily Rate and their cost must be paid for by the Resident's insurance or the Resident.

4. Fresh bed linen and towels, as required, changed at least twice weekly, including sufficient quantities of necessary bed linen or appropriate substitutes changed as often as required for incontinent residents.

5. Laundry services for washable personal clothing items and if desired, hospital gowns as required by the clinical condition of the Resident unless the Resident decides to do laundry at his/her own expense. Dry cleaning is not included in the Daily Rate.

6. General personal and skin care products and non-prescription medicines except when specific items are medically indicated and prescribed for exceptional use for a specific resident or a resident prefers different brands.

7. Leisure time programs, activities, and necessary supplies which will be designed to help the Resident retain his/her interests and contacts in the community. Socialization and religious programs.

8. Social services.

B. **Physician/Ancillary Services and Supplies Not Included in Daily Rate**

The following services are not included in the Daily Rate but may be covered by Medicare, Medicaid or health insurance (excluding co-payments and deductibles). The Facility will assist with arranging for these services on the Resident's behalf as necessary:

1. Physician, Nurse Practitioner and Physician Assistant services
2. Therapies: Physical, Occupational, Speech, Oxygen
3. Audiology (including but not limited to hearing aids), Podiatry, Psychiatric, Laboratory, Radiology, Dental (including but not limited to dentures), Optometric, and Ambulatory Surgery,
4. Ambulance services
5. Durable Medical Equipment
6. Prescription Medications
7. Hospice care
8. Transportation services (limited van services available on a first-come, first-served basis)

C. Personal Services/Items Not Included in Daily Rate

The following personal services and items are available to the Resident through the Facility for an additional charge and are not included in the Daily Rate or covered by Medicare, Medicaid or health insurance:

1. Personal clothing, comfort items, flowers and plants
2. Beautician, barber and cosmetic services
3. Telephone, TV (cable is included), radio, computer (complimentary WiFi)
4. Personal newspapers and reading matter, postage, stationary
5. Some ambulance and special transportation for personal use
6. Private duty nurses and aides
7. Gifts purchased on behalf of Resident

8. Social events/entertainment outside of Facility and scope of required activities
9. Specially prepared food which costs more than food prepared for other residents. Personal preference diets and foods not prescribed by physician, except Kosher food. Take-out food ordered by Resident.
10. Any care, services or supplies not eligible for payment by Medicaid, Medicare or other payer.

The applicable charge for such Personal Services and Items are listed on the Facility's current rate sheet, which is amended from time to time and provided in the paper work you are receiving today. A current rate sheet is also located on Crouse Community Center's website.

4. PAYMENT AND OTHER OBLIGATIONS

A. Resident's and Designated Representative's Payment Obligations

The Resident and Designated Representative agree to pay the Facility the following charges ("All Charges") from the Resident's income, assets and health insurance by the due date listed on the Facility's bill:

1. The Daily Rate as set forth on the Facility's rate sheet, which will be provided to you upon request and which may be amended from time to time upon prior written notice to Resident and also located on Crouse Community Website;
2. Co-payments, deductibles, coinsurance, or any cost sharing amount determined by Resident's insurance or Medicare (for example, those owed for Medicare-covered stays or therapy services),
3. Physician and Ancillary Service and Supply charges,
4. Personal Service and Item charges, and
5. Any applicable assessment levied by New York State from time to time.

For any part of the Resident's stay for which the Resident receives Medicaid coverage, the Resident and Designated Representative agree the Daily Rate shall be any amount the Department of Social Services, or other comparable agency responsible for administering Medicaid benefits ("DSS"), determines that the Resident must contribute to the cost of his/her stay, including any Net Available Monthly Income ("NAMI").

B. Resident's and Designated Representative's Other Financial Obligations

Once the Resident is admitted to the Facility, our health care system and laws are designed so that all his/her financial resources should be used first and foremost to pay for his/her stay at the Facility. Except where the Facility has determined that the Resident is guaranteed to never need Medicaid, or where Medicaid authorizes the payment of other expenses, this also means the Resident's income and assets should be used solely to pay charges due to the Facility. Accordingly, the Resident and Designated Representative agree to use the Resident's income and assets first, foremost, and solely to pay All Charges due to the Facility.

The Resident and Designated Representative also agree to the following:

1. To provide continuity of payment of All Charges from the Resident's income, assets, health insurance, and health benefits such as Medicaid or Medicare;

2. To apply for Medicaid three (3) months before the Resident is expected to have insufficient money and assets to pay the Facility's charges, and to timely provide true, accurate and complete information to the county to support the Resident's Medicaid application;

3. While any Medicaid application is pending, to continue paying All Charges. If the Resident runs out of money and assets prior to the date that the Resident's Medicaid coverage begins, the Resident and Designated Representative agree to pay all of the Resident's monthly income, including the Resident's Social Security and pension checks (minus the $50.00 personal needs allowance) to the Facility as partial payment of the Facility's charges. If the Designated Representative is the Resident's spouse, they may also be obligated to use their income and assets to pay All Charges to the Facility, depending on what DSS determines. When Medicaid is approved, if there is a net overpayment, the Facility will refund any overpayment.

3. If the Resident receives Medicaid or has become eligible for Medicaid, to pay the Resident's NAMI to the Facility in the month in which the income is received on or before the bill due date;

4. To <u>not</u> transfer or use the Resident's money or assets or do anything that will cause a period of ineligibility for Medicaid;

5. By signing **Addendum I**, to authorize the Facility to have access to the Medicaid application and annual recertification files and supporting documentation, and to represent the Resident in the application and recertification processes, if necessary;

6. By signing **Addendum II**, to authorize the Facility to become the Representative Payee for the Resident's monthly income such as Social Security and pension checks in order to receive the Resident's monthly income directly from the payor;

7. To keep health insurance premiums current, provide the Facility with the necessary information to file claims, and notify Facility of changes in health insurance, denials of insurance benefits or terminations of coverage;

8. That the Facility is hereby authorized to request and collect all insurance benefits due for services provided to the Resident. If insurance benefits are sent directly to the Resident or his/her Designated Representative, the Resident and/or Designated Representative shall endorse and promptly provide said insurance payments to Facility;

9. The Resident and Designated Representative represent and warrant that all financial and insurance information that the Resident and/or Designated Representative have provided to the Facility prior to the Resident's admission and thereafter, is true, accurate and complete; there is no income, assets or insurance available which has not been disclosed to the Facility and the Resident and Designated Representative understand that the Facility has relied on, and will continue to rely on this information; and

10. The Designated Representative represents and warrants that he/she has not received money or other assets from the Resident, or caused any transfer of the Resident's money or other assets, which will cause the Resident to: a) be ineligible for Medicaid; and/or b) be unable to pay the Facility for services. The Designated Representative agrees that he/she will be personally liable to the Facility for any outstanding balance caused by such transfers, including collection costs and attorneys' fees. The Designated Representative further agrees that his/her foregoing promise to pay any such outstanding charges is based on his/her breach of his/her independent and personal obligations and is not a personal guaranty of the Resident's obligations.

C. Additional Charges and Refunds

The Facility will not assess any additional charges in excess of the Daily Rate except as otherwise noted in this Agreement. The Facility may also assess additional charges as follows:

1. Upon express written approval of Resident and/or Designated Representative;

2. Upon express written orders of Resident's physician stipulating specific services and supplies not included in the Daily Rate;

3. Upon sixty (60) days' written notice to the Resident or Designated Representative of additional or increased charges (such rate increases will not require a new admission agreement); or

4. In the event of a health emergency which requires immediate special services or supplies.

Upon discharge from the Facility, a refund will be made within thirty (30) days from the date of discharge for any amount paid by or on behalf of the Resident in excess of the amount due except in the case of a deceased Resident. In the case of a deceased Resident, the Facility will pay a refund to the person or probate jurisdiction administering the estate upon presentation of acceptable documentation of his/her appointment as the executor or administrator of the Resident's estate or court order.

D. Health Insurance Denials and Terminations

Residents with health insurance coverage provided by managed care organizations, health insurance companies, or Medicaid understand that although the Facility relies on

the payor's verification of the Resident's eligibility, the payor's payment for services is not guaranteed. Please check with the Facility to make sure your insurance plan is accepted, and if accepted to determine what the benefits will provide. In the case of Medicare, although the Facility determines the Resident's Medicare eligibility using Medicare guidelines, Medicare can review the Facility's documentation before authorizing payment. In all cases, the payor makes the final determination as to whether services are medically necessary and covered. The Facility is not responsible for any denials or terminations of health insurance coverage.

The Facility will, however, use its best efforts to: 1) present information to support the medical necessity of recommended treatment, and 2) notify the Resident and/or Designated Representative promptly when informed that payor's coverage will end or decrease. If the Resident remains in the Facility after a payor determines that services are no longer medically necessary, the Resident and Designated Representative agree to pay All Charges from the Resident's income and assets and other health insurance.

E. Damages, Interest, Collection Costs and Fees

In the case of any late payment due under this Agreement, the Resident shall incur a service charge of 1.3% per month on accounts thirty (30) days overdue. If the Resident's check is returned by his/her financial institution for any reason, the Facility will charge the Resident the amount of the fee charged by the Resident's financial institution.

This Agreement does not make the Designated Representative a guarantor of the charges incurred for the Resident's stay at the Facility; however, the Designated Representative shall be liable to the Facility for damages as a result of a breach of any of the Designated Representative's promises, obligations, representations, or warranties under this Agreement, which damages include, but are not limited to, any of the Facility's charges which remain unpaid as a result of such breach.

In the case of any breach of this Agreement by the Resident and/or Designated Representative, in addition to any damages owed, they shall also be liable for reasonable collection costs and attorneys' fees incurred by the Facility.

5. TRANSFER AND/OR DISCHARGE

A. Involuntary Discharge

This Agreement does not guarantee a particular length of stay. The Facility has the right to transfer or discharge Resident involuntarily after appropriate notice because the:

1. Health and/or safety of other is/will be endangered;
2. Resident's urgent medical needs necessitate immediate transfer or discharge;
3. Resident's health has improved sufficiently & no longer needs Facility's services;
4. Resident and/or Designated Representative has/have failed to pay for or arrange payment for services and supplies provided under this Agreement; or
5. The Facility closes.

B. Transfers

The Resident may be transferred to another appropriate bed or room after appropriate prior notice to, and consultation with, and reasonable accommodation to the Resident and/or Designated Representative. The Resident and/or Designated Representative agree to cooperate with the Facility if such a move becomes necessary.

C. Temporary Absences and Bed Reservations

The Resident may reserve his/her bed during temporary absences by signing a written agreement to pay the Daily Rate if the Resident's account is not overdue. Under certain circumstances, health insurance plans or Medicaid may agree to pay to reserve a bed. Residents should review their health insurance plan and the Facility's Bed Reservation Policy for more information.

6. RESIDENT'S PROPERTY

A. Money and Valuables

The Facility will retain a reasonable amount of Resident's spending money in a Resident Personal Incidental Account which is established upon admission to the Facility by signing **Addendum III**. Money and valuables, including any medical equipment and personal items such as jewelry, are kept in the Resident's room at their own risk. The Facility shall not be responsible for any disappearance, loss, or damage to any money, valuables, or other property of the Resident's unless the Facility is proven to be at fault. If there are funds remaining in the Resident's Personal Incidental Account at the time of transfer or discharge, the Resident/Designated Representative hereby authorize transfer of funds from this Account to pay any outstanding balance. The Facility will provide the Resident's funds and a final accounting and send it to the Resident and/or Designated Representative, or in the case of the resident's death, within 30 days to the individual named as Executor or Administrator upon proof of his/her appointment, or to the probate jurisdiction administering Resident's estate. Notwithstanding the above, if the Resident received Medicaid, the Facility may be required pay the county and state the amount of Medicaid paid on the Resident's behalf from the Resident's Personal Incidental Account prior to distributing the balance to the Resident, his/her Executor or Administrator, or the probate jurisdiction.

B. Disposition of Property

Resident and/or Designated Representative must arrange for disposition of Resident's property upon discharge or death. The Facility reserves the right to donate/sell/dispose of such property if it is not retrieved within fourteen (14) days of discharge or death.

7. CONSENT FOR ROUTINE SERVICES AND ASSESSMENTS

Subject to the Resident's right to refuse medical treatment, the Resident and/or Designated Representative consent(s) to the Resident's receipt of routine skilled nursing facility services, assessments, and examinations. The Facility will exercise reasonable care toward the Resident;

however, there are some risks that are unavoidable in any skilled nursing facility and the Facility cannot ensure the Resident's complete safety and welfare.

State and federal law require the Facility to complete an assessment (called the MDS assessment) of every resident, including the Resident, at pre-determined intervals. The MDS assessment may be used by the government to determine the reimbursement amounts to be received by Facility and to ensure that Facility is providing appropriate and quality care to its residents. By signing this Agreement, the Resident/Designated Representative acknowledge receipt of the Privacy Act Statement.

By signing this Agreement, Resident assigns to Facility all Resident's rights related to determinations of the Resident's Resource Utilization Group ("RUG") or Patient Driven Payment Model ("PDPM") category or any other subsequently implemented classification system. The Resident agrees to assist Facility in any related appeal.

The Resident and/or Designated Representative agree(s) that a physician, nurse practitioner or physician's assistant may visit the Resident whenever the Resident's condition warrants medical attention but at least once every thirty (30) days for the first ninety (90) days and at least once every sixty (60) days thereafter or more often when medically indicated. All medical and dental care provided by the Facility during your stay will be provided by Facility-approved providers.

The Facility's disclosures required pursuant to Public Health Law Section 2803-x(1), are set forth on Addendum IV.

The Resident and/or Designated Representative authorize(s) the Facility to photograph the Resident's face for purposes of identification or injuries or conditions on the Resident's body as is medically necessary for treatment purposes.

8. SMOKE FREE FACILITY

The Resident and Designated Representative understand that the Facility is a SMOKE FREE facility. The Resident is not allowed to smoke inside the Facility or on the Facility premises.

WE, THE RESIDENT AND THE UNDERSIGNED, HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. WE HAVE RECEIVED THE RESIDENT'S RIGHTS AND GENERAL POLICIES AND AGREE TO BE BOUND BY THEM. THIS AGREEMENT SHALL BE BINDING UPON THE SIGNATURE OF EITHER OR BOTH THE RESIDENT AND/OR DESIGNATED REPRESENTATIVE.

[signatures on next page]

AGREED TO:

_____ _____
Resident's Name (Print) Date

_____
Resident's Signature/Mark

_____ _____
Designated Representative Name (Print) Date

_____
Designated Representative's Signature

CROUSE COMMUNITY CENTER

_____ _____
Name (Print) Date

_____
Signature

ADDENDUM I

AUTHORIZATION FOR CROUSE COMMUNITY CENTER TO ASSIST IN OBTAINING MEDICAID APPLICATION

Resident Name: _____

1. The Resident and/or Designated Representative authorize Crouse Community Center ("Facility") to prepare and file a Medicaid application, appeal a denial of the application, or file a recertification on the Resident's behalf, to the appropriate county's Department of Social Services if the Resident and/or Designated Representative are unable or unwilling to do so.

2. The Resident and/or Designated Representative authorize the release of the Resident's personal and financial information to the Facility for the purpose of supporting the Resident's Medicaid application, appealing a denial of the application, or filing a recertification on the Resident's behalf. This authorization grants permission to the Resident's financial institutions, brokerage companies, life insurance companies, pension providers, funeral homes and any other institution to release the information requested by the Facility to the Facility for the purpose of supporting the Resident's Medicaid application, appeal of a denial of the application and/or recertification.

3. The Resident and/or Designated Representative authorize the county Department of Social Services to release information about the Resident's Medicaid application or recertification, including the Resident's financial information impacting on the Resident's Medicaid application or recertification, to the Facility.

4. The Resident and/or Designated Representative understand that they can revoke this Authorization at any time.

_____ _____
Resident's Name (Print) Date

_____
Resident's Signature/Mark

_____ _____
Designated Representative Name (Print) Date

_____
Designated Representative's Signature

_____ _____
Facility Staff Name (Print) Date

_____
Facility Staff Signature

ADDENDUM II

DIRECT PAYMENT OF MONTHLY INCOME

Resident's Name: _____

The Resident and/or Designated Representative can arrange to have the Resident's monthly income (such as Social Security and pension checks) sent to the Facility. Such monthly income will be used to pay for the Resident's services (minus a $50.00 personal needs allowance) and the remainder will be deposited in the Resident's personal account.

I AGREE to designate the Facility as the "Representative Payee" for the Resident's monthly income checks such as the Resident's Social Security checks, pension checks, and other monthly income. I will complete all necessary paperwork for the Facility to become the "Representative Payee" of all of the Resident's monthly income. I understand that the Facility will use such monthly income to pay All Charges under the Agreement and will deposit the remainder in the Resident's personal account.

_____ _____
Resident's Name (Print) Date

_____
Resident's Signature/Mark

_____ _____
Designated Representative Name (Print) Date

_____
Designated Representative's Signature

_____ _____
Facility Staff Name (Print) Date

_____
Facility Staff Signature

ADDENDUM III

RESIDENT'S PERSONAL INCIDENTAL ACCOUNT

Resident's Name: _____

The Facility is required to maintain Resident Personal Incidental Accounts for residents who would like to have money at the Facility to pay for incidental expenses such as haircuts and Personal Services and Items. We hold these funds in a collective fund bearing the current rate of interest recorded monthly based on the end of the month balance. We issue quarterly statements to the Resident or Designated Representative.

Charges for the Resident's Personal Services and Items will be deducted from the Resident's Personal Incidental Account. The Facility will reimburse individuals (other than the Resident or Designated Representative) for expenses incurred on the Resident's behalf upon submission of a completed form and legitimate receipts that identify the items and dates of purchase.

At the time of the Resident's transfer or discharge from the Facility, the Facility will use funds from this account to pay any outstanding balance. The Facility will disburse the remaining funds with a final accounting to the Resident and/or Designated Representative, or in the case of the resident's death, within 30 days to the individual named as Executor or Administrator upon proof of his/her appointment, or to the probate jurisdiction administering the Resident's estate. Notwithstanding the above, if the Resident received Medicaid, the Facility is required pay the county and state the amount of Medicaid paid on the Resident's behalf from the Resident's Personal Incidental Account prior to distributing the balance to the Resident, his/her Executor or Administrator, or the probate jurisdiction.

☐ **I AGREE** to have the Facility maintain the Resident's personal funds in a Resident Personal Incidental Account. I understand I can revoke this Authorization at any time.

☐ **I DO NOT AGREE** to have the Facility maintain the Resident's personal funds.

_____ _____
Resident's Name (Print) Date

_____
Resident's Signature/Mark

_____ _____
Designated Representative Name (Print) Date

_____
Designated Representative's Signature

_____ _____
Facility Staff Name (Print) Date

_____
Facility Staff Signature

ADDENDUM IV

1. The Medical Director at the Facility is also a member of the Board of Directors of Crouse-Community Center, Inc., which is a New York not-for-profit corporation.