ADMISSION AGREEMENT

This is an Agreement between, _____and the following persons:

RESIDENT: Name: _____

Address: _____

RESIDENT'S REPRESENTATIVE: Name: _____

Address: _____

The obligations of Resident's Representative are set forth in Section 9.

For persons being admitted for subacute care, Facility may opt to waive the requirement to name a Resident's Representative or the obligations of such Representative. See Section 9.

Facility, Resident and Resident's Representative agree as follows:

1. KEY OBLIGATIONS.

1.1 ***Facility's key obligations.*** Facility agrees:

(a) To accept Resident for admission into Facility, effective_____ _

(b) To provide Basic Services described in Section 2; make available the Physician and Ancillary Services described in Section 3; make available the Additional Personal Items and Services described in Section 4; and

(c) To meet its other obligations under the terms of this Agreement.

1.2 ***Resident's key obligations.*** Resident agrees to:

(a) To pay for, or secure third-party payment for, as applicable:
- Basic Services described in Section 2
- Physician and Ancillary Services described in Section 3
- Additional Personal Items and Services described in Section 4
- Add-on for New York State Assessment described in Section 5

(b) To assist in qualifying for Medicaid or other third-party coverage, when potentially available, and in securing payment by such payors to Facility for its services to Resident.

(c) To meet his or her other obligations under the terms of this Agreement.

1.3 ***Resident Representative's key obligations.*** Resident Representative agrees to:

(a) To pay from Resident's funds all amounts owed by Resident to Facility.

{b) To assist in qualifying Resident for Medicaid or other third-party coverage, when potentially available, and in securing payment by such payors to Facility for its services to Resident; and

(c) To meet his or her other obligations under this Agreement.

2. BASIC SERVICES AND DAILY BASIC RATE.

2.1. ***Basic Services.*** Basic Services, which are included in the Daily Basic Rate, are as follows:

(a) Lodging; a clean, healthful, sheltered environment, properly outfitted.

(b) Board, including therapeutic or modified diets, as prescribed by a physician.

(c) 24 hours-per-day nursing care;

(d) The use of all equipment, medical supplies and modalities, notwithstanding the quantity usually used in the everyday care of nursing home residents including but not limited to catheters, hypodermic needles and syringes, irrigation outfits, dressings and pads, etc.

(e) Fresh bed linen, 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.

(f) Hospital gowns or pajamas as required by the clinical condition of Resident, unless Resident, next of kin or sponsor elects to furnish them, and laundry services for these and other launderable personal clothing items.

(g) General household medicine cabinet supplies routinely stocked by Facility, including but not limited to non-prescription medications, materials for routine skin care, oral hygiene, care of hair and so forth, except when specific items are medically indicated and prescribed for sole use for a specific resident.

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

(i) Services, in the daily performance of their assigned duties, by members of Facility staff who are concerned with residents' care.

0) Use of customarily stocked equipment, including but not limited to crutches, walkers, canes, and wheelchairs and other supportive equipment, including training in their use when necessary, unless such items are prescribed by a physician for regular and sole use by a specific resident.

(k) Activities program, including but not limited to a planned schedule of recreational, motivational, social and other activities, together with necessary materials and supplies to make Resident's life more meaningful.

(l) Social services, as needed.

(m) Arrangements for opportunities for religious worship and counseling for residents requesting such services.

(n) Kosher food or food products prepared in accordance with the Hebrew Orthodox religion requirements when Resident, as a manner of religious belief, desires to observe Jewish dietary law.

2.2. ***Daily Basic Rate.*** The Daily Basic Rate at Facility at the time of Admission is:

Semi-Private Room:	$	per day
Private Room:	$	per day
Subacute Semi-Private Room:	$	per day
Subacute Private Room:	$	per day
Respite Room:	$_____	per day

2.3. ***Increases in Daily Basic Rate.*** Facility agrees not to increase the Daily Basic Rate except:

(a) For additional charges, expenses or other liabilities due to the increased cost of maintenance or operation, following 30 days' prior written notice given to Resident or Resident's Representative; or

(b) Upon express written consent of Resident or Resident's Representative.

3. PHYSICIAN AND ANCILLARY SERVICES.

3.1 ***Arranging for Physician and Ancillary Services.*** Facility will arrange for physician visits as authorized under this Agreement and for the ancillary services listed in section 3.2, when ordered by a physician. Such services will be administered or supervised by practitioners affiliated with or approved by Facility who meet the applicable New York licensing, registration and certification requirements.

3.2 ***List of Physician and Ancillary Services.*** Physician and Ancillary Services include, but are not limited to, the following services, when ordered by a physician. Other physician-ordered services may also be available.

- Ambulance and transportation services
- Audiology services
- Laboratory services
- Occupational therapy
- Ophthalmology and optometry Services
- Oxygen therapy
- Physical therapy
- Podiatry services
- Prescription medications
- Private physician visits
- Psychiatric or Psychological treatment
- Routine dental services
- Speech therapy
- Imaging services

3.3 ***Charges for Physician and Ancillary Services.***

(a) Charges for Physician and Ancillary Services are not included in the Daily Basic Rate and are billed separately, except as described in section 3.4.

(b) A schedule of current charges for Physician and Ancillary Services provided by Facility is provided at admission. However, these charges may be changed at any time in the sole discretion of the provider of the service.

(c) Charges for Physician and Ancillary Services may be billed either by Facility ("Facility-Billed Physician and Ancillary Services"), or directly by the private provider of the service (Privately-Billed Physician and Ancillary Services"), as determined by Facility.

3.4 ***Charges for Physician and Ancillary Services That Are Covered by Third Party Payments.***

(a) Resident is not obligated to pay for Physician and Ancillary Services that are paid for by Medicaid, Medicare, Veteran's Administration, or other third-party payers who havenegotiated a rate with Facility, except for deductibles and co-payments.

(b) Medicaid coverage includes the Physician and Ancillary Services listed above, except that podiatry services and transportation services are not covered or covered only partially or under limited circumstances.

4. ADDITIONAL PERSONAL ITEMS AND SERVICES.

4.1 ***Arranging for Additional Personal Items and Services.*** Facility may arrange for certain Additional Personal Items and Services when requested and paid for by Resident or Resident's Representative.

4.2 ***List of Additional Personal Items and Services.*** Additional Personal Items and Services may include, but are not limited to, the following. Other items and services may also be available.

- Barber/beauty parlor and grooming items
- Books, newspapers and magazines
- Dry cleaning (personal)
- Flowers and plants
- Internet service
- Personal clothing
- Private telephone
- Shoes and clothing
- Special transportation for personal use
- Specially requested food (other than kosher food)
- Staff time to accompany resident to outside medical appointments or special functions
- TV and cable service

4.3 ***Charges for Additional Personal Items and Services.***

(a) Charges for Additional Personal Items and Services are not included in the Daily Basic Rate, are not covered by Medicaid, Medicare or other third-party payer coverage, and are billed separately.

(b) A schedule of current charges for Additional Personal Items and Services furnished by Facility is provided at admission. However, these charges may be changed at any time in the sole discretion of the provider of the service.

(c) Such charges may be billed by Facility ("Facility-Billed Additional Personal Items and Services") or billed directly by the private provider of the service ("Privately-Billed Additional Personal Items or Services").

(d) Alternatively, if Resident receives a monthly allowance at Facility, Resident may authorize Facility to pay for Additional Personal Items and Services by deduction from this allowance.

5. ADD-ON FOR NEW YORK STATE ASSESSMENT

5.1 ***Obligation to pay Add-On for NYS Assessment.*** For so long as New York State imposes an assessment of Facility's gross receipts, Resident will be charged an additional amount equal to such assessment of the total of all charges to Resident for Basic Services and those Physician and Ancillary Services and Additional Personal Items and Services that resulted in receipts to Facility.

5.2 ***Exception.*** The abovementioned Add-On shall not be charged to Residents covered by Medicaid, Medicare or any third-party payor that has negotiated a rate of payment with Facility.

5.3 ***Changes.*** In the event New York State changes the Add-On, Facility reserves the right to revise its rates accordingly, upon thirty days prior written notice to Resident or Resident's Representative in the case of increases.

5.4 ***Current Add-On.*** The Current Add-on is _6.8_%.

5.6 ***Possible Tax Credit.*** Resident or Resident's Representative may wish to consult with a tax expert regarding claiming a tax credit for this add-on.

6. PAYMENT OBLIGATIONS OF PRIVATE-PAY RESIDENTS

6.1 ***Private Pay Residents.*** Private Pay Residents are Residents who do not have Medicaid, Medicare or other third-party payor coverage for Basic Services Facility is providing.

6.2 ***Monthly Charge.*** The Monthly Charge for a Private Pay Resident is the amount the Resident must pay Facility each month for:

- Basic Services;
- Facility-Billed Physician and Ancillary Services;
- Facility-Billed Additional Personal Items and Services; and
- Add-On for New York State Assessment.

6.3 ***Invoices.*** Facility will send a monthly invoice to the Private Pay Resident and/or to the Resident's Representative, setting forth the Monthly Charge.

6.4 ***Obligation to Pay Monthly Charge.*** Private-Pay Resident agrees to pay, and Resident's Representative agrees to pay from Private-Pay Resident's funds, the Monthly Charge when due.

6.5 ***Due Date.*** Payment of the Monthly Charge is due on or before the 1oth of each month.

6.6 ***Interest for Late Payment.*** An interest charge of the lesser of 15% per annum, or the maximum amount allowable by law, pro-rated, shall be added on to payments received after 10th of month that the payment is due.

6.7 ***Returned Check Fee.*** A fee of $25.00 shall be added on to payments due in the event a check is returned for insufficient funds or other defect.

7. PAYMENT OBLIGATIONS OF MEDICAID APPLICANTS AND MEDICAID-COVERED RESIDENTS.

7.1 ***Duty to Make Timely Medicaid Application and Recertification.***

(a) Resident or Resident's Representative who anticipate relying upon Medicaid agree to monitor the reduction of Resident's resources, and to make a timely and complete application to Medicaid at least 90 days prior to the depletion of such resources to ensure uninterrupted payment to Facility.

(b) Resident or Resident's Representative agree to disclose to Facility the anticipated time when Resident will have spent his/her resources to the Medicaid resource level and notify Facility when the Medicaid application will be filed.

(c) Resident and Resident's Representative agree to make a timely and complete recertification application to Medicaid at least 90 days prior to the expiration of certification to ensure uninterrupted payment to Facility.

7.2 ***Release of Medicaid Information to Facility.*** To facilitate assistance in the Medicaid application process, Resident or Resident's Representative agree to authorize Facility to have access to Resident's Medicaid application and recertification file. Resident or Resident's Representative agree that such authorization shall take effect concurrently with their execution of this Agreement, but Facility shall not act on such authorization unless the terms of this Agreement cannot be met without such access. With such authorization, Facility will receive copies of all correspondence regarding the Medicaid application, can assist Resident with the application process and can communicate with the Department of Social Services regarding the application or recertification.

7.3 ***Duty to Pay While Medicaid is Pending.***

(a) When Resident's Medicaid eligibility is pending, Resident or Resident's Representative agree to meet the payment obligations of Private Pay Residents from Resident's funds, or the Payment Obligations of Residents with Medicare, Veterans Administration or other Third-Party Payor Coverage, as applicable.

(b) If Resident's Medicaid application is delayed or denied for any reason, Resident agrees to meet the payment obligations of Private Pay Residents, or the Payment Obligations of Residents with Medicare, Veterans Administration or other Third-Party Payor Coverage, as applicable.

(c) In (a) or (b) above, Facility will exercise discretion in its collection efforts, with due regard for the reason for the delay or denial, and Resident's financial situation and ability to pay.

(d) Currently, upon establishing Medicaid eligibility, Medicaid coverage is permitted to extend retroactively only up to three months prior to the month in which the Medicaid application was filed. If Medicaid eligibility is eventually established and covers any period retroactively for which the daily basic rate has been paid, Facility agrees to refund or credit any amount in excess of the \ amount owed during the covered period (See Section 7.4, below).

7.4. ***Net Available Monthly Income ("NAM/") Payments.*** Resident and Resident's Representative agree that if Resident receives monthly income and also qualifies for Medicaid, Resident or Resident's Representative will be required to pay most of such income (the "Net Available Monthly Income" or "NAM!") to Facility as part of the Medicaid rate. The local Medicaid office will determine the exact amount of the NAM!.

In that event, Resident and Resident's Representative guarantee that:

(a) Such income will be delivered to Facility on or before the 7th of each month; and

(b) If the NAM! amount is disputed, the disputed portion of the NAM! will be paid directly to a responsible escrow agent or to a court on or before the 7th of each month and that the portion of the NAMI which is not in dispute will be paid to Facility by such date. The Parties agree that the funds held in escrow will be released according to the determination made by the reviewing body or by the court.

7.5 ***Co-pays, cost-sharing amounts and uncovered services and Items.*** With respect to Medicaid-Covered Resident, Resident and Resident's Representative agree to pay Facility, to the extent required or permitted by Medicaid, all co-pays and other cost-sharing amounts, and for any services and items requested by Resident or Resident's Representative that are not covered by Medicaid.

7.6. ***Expensive and excess items or services.*** In the event Resident requests items or services that are more expensive than, or in excess of, items or services covered by Medicaid, and that are not covered by Medicare, Veteran's Administration or other third-party payer coverage, 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 Medicaid. Facility agrees to notify Resident or Resident's Representative of such extra charges prior to providing the requested items.

7.7 ***Monthly Charge.*** The Monthly Charge for the Medicaid-Covered Resident is the amount the Resident must pay Facility each month for:

- Net Available Monthly Income (NAM!)_ (See Section 7.4).
- Facility-Billed Physician and Ancillary Services not covered by Medicaid;
- Facility-Billed Additional Personal Items and Services not covered by Medicaid;
- Co-pays, coinsurance and uncovered services described in Section 7.5
- Expensive and excess items or services described in Section 7.6

7.8 ***Invoices, obligation to pay monthly charge, due date and interest.*** The provisions of Sections 6.3 through 6.6, relating to invoices, obligation to pay monthly charge, due date and interest, shall also apply to the Resident with Medicaid-Coverage.

8. PAYMENT OBLIGATIONS OF RESIDENTS WITH MEDICARE OR OTHER THIRD-PARTY PAYOR COVERAGE.

8.1 ***Applicability.*** This Section applies to Residents who have Medicare or other third-party payor coverage (except Medicaid) for Basic Services that Facility is providing.

8.2. ***Acceptance of third-parly payments in lieu of Daily Basic Rate.***

(a) Facility will accept the skilled nursing home per diem payment from Medicare and Veteran's Administration, and from other third-party payors with whom Facility has negotiated rates of payment, in lieu of the Daily Basic Rate, for the services and supplies covered by such payor.

{b) In the case of Residents who have coverage by other third-party payors with whom Facility has not negotiated rates of payment, Resident agrees to pay any portion of the applicable Daily Basic Rate and Physician and Ancillary Charges that such third-party payor does not cover.

(c) Resident also agrees to pay for any services provided by Facility for which the third-party payor denies payment, to the extent permitted by law and by Facility's agreement with such payor.

(d) Although Facility has relied on insurance verification of eligibility, payment for authorized services from the third-party payor is not guaranteed. Coverage is subject to preauthorization requirements, the third-party payor's utilization review criteria, and the third-party payor's determination that ordered services are and continue to be "medically necessary." Facility is not responsible for benefit denials by third-party payors. Facility will, however, use its best efforts to (1) present information to support the medical necessity for treatment recommended by Resident's care team; and (2) notify Resident or Resident's Representative as soon as it is informed by the third-party payor that coverage will cease or will decrease.

(e) Facility's care manager will coordinate Resident's care plan with Resident's third-party payor, which must authorize the skilled nursing and ancillary services provided to Resident. Should Resident's third-party payor determine that Resident is no longer qualified under the payor's program to stay at Facility and should Resident (or Resident's Representative acting on Resident's behalf) choose to remain at Facility after the third-party payor has made such determination, Resident will assume full financial responsibility for the Daily Basic Rate. Facility may collect funds in advance for such a continued stay consistent with Section 12.

8.3 ***Co-pays, coinsurance and uncovered services and Items.*** Resident and Resident's Representative agree to pay Facility, to the extent required or permitted by Medicare or other third-party payor, all co-pays and other cost-sharing amounts, and for any services and items requested by Resident or Resident's Representative that are not covered by such payor.

8.4. ***Expensive and excess items or services.*** In the event Resident requests items or services that are more expensive than, or in excess of, items or services covered by the Medicare or other third-party payor programs, 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 other third-party payor. Facility agrees to notify Resident or Resident's Representative of such extra charges prior to providing the requested items.

8.5 ***Invoices, Obligation to Pay Monthly Charge, Due Date and Interest.*** The provisions of Sections 6.3 through 6.6, relating to invoices, obligation to pay monthly charge, due date and interest, shall also apply to the Resident with Medicare or other third-party payor coverage.

9. OBLIGATIONS OF RESIDENT'S REPRESENTATIVE.

9.1 ***Legal obligations of Resident's Representative.*** Resident's Representative agrees to assume the following legal obligations, and Resident hereby authorizes and directs Resident's Representative to assume such legal obligations:

(a) to ensure that Resident's available income and assets are applied first to pay for Resident's care under this Agreement.

(b) to use his or her best efforts to recover any Resident funds that were misappropriated.

(c) to promptly apply for benefits to which Resident may be entitled, such as Medicare and/or Medicaid Program benefits, and to furnish third party payors (such as Medicare/Medicaid and insurance companies) with information and documentation concerning Resident that is reasonably available to Representative and that is necessary to the processing of Resident's application for third party payor benefits.

(d) to manage Resident's income and assets responsibly so that Facility is not placed in a position where it cannot receive payment from either Resident's funds or Medicaid. This includes but is not limited to the obligation to prevent the diversion or depletion of Resident's funds through non-fair market value transactions.

(e) to ensure that Resident's NAMI payments are made to Facility.

(f) to help Resident obtain necessary personal items, clothing, and effects, which are notprovided as Basic Services.

(g) to provide up to date contact information, including emergency contact information.

(h) in the event of the death of Resident, to arrange for disposition of the remains.

(i) to help Resident fulfill Resident's other obligations under this Agreement.

9.2 ***Personal Liability of Resident's Representative.*** Resident's Representative is not responsible for payment of Facility charges out of his or her own personal funds and does not personally guarantee payment by Resident of all amounts owed by Resident to Facility. However, Resident's Representative acknowledges and agrees that he or she will be personally liable to Facility if Facility sustains financial harm as a result of Personal Representative's acts or failure to act, including but not limited to his or her failure to meet any of the obligations in paragraphs (a) through (i) above.

9.3 ***Other remedies against Personal Representative.*** If Facility does not receive timely payment in full for Resident's account, Facility may require Resident's Representative to produce evidence showing that Resident's assets were prudently utilized on Resident's behalf and that amounts due to Facility were given first priority for payment out of Resident's assets. Further, if Facility reasonably suspects that Representative has handled or is handling Resident funds inappropriately, Facility may report its suspicion to the appropriate authorities without liability to Resident and/or Resident's Representative.

9.4 ***Spouse's Obligation of Support.*** Any limit in this agreement on the liability of Resident's Representative shall not limit the liability a Resident's spouse may have under law to provide financial support for a Resident

9.5 ***Multiple Resident Representatives.*** More than one person may be the Resident's Representative, if agreed to by the Resident and the Resident's Representatives. In such case, each Resident's Representative has the responsibilities set forth in this Agreement However, Facility will satisfy any obligation it has under this Agreement to notify or secure consent from a Resident Representative by notifying or securing consent from either Resident Representative, and Facility is not obligated to resolve disputes among Resident Representatives.

9.6 ***Change in Resident Representative.*** A Resident's Representative may end his or her responsibilities under this Agreement only upon securing a replacement Resident Representative who is acceptable to Resident and Facility, and who is assumes the responsibilities herein.

9.7 **Subacute Patients.** In connection with the admission of a subacute patient who has decision-making capacity, Facility may opt to waive the requirement to name a Resident's Representative or waive the obligations of such Representative. To document, such waiver, the Facility's authorized signer must initial the applicable statement below:

(a) Facility waives requirement to name a Resident's Representative: _____

(b) Facility requires the naming of a Resident's Representative but waives the obligations of such Representative described in this Section 9. _____

If Facility's Signer does not initial (a) or (b), the requirement to name a Resident's Representative and the Resident's Representative's obligations in Section 9 apply.

10. REPRESENTATIONS AND WARRANTEES

10.1 ***Representations and Warrantees.***

(a) Resident and the Resident's Representative each separately represent and warrant that the financial information they have submitted to Facility concerning Resident's finances is true, correct, complete and accurate in all material respects and that there are no material omissions, and no information that would bear on Resident's present or future eligibility for Medicaid has been withheld.

(b) Resident's Representative further represents and warrants that he or she has access to Resident's income and assets and is able to make payments to Facility from such income and assets, in the event Resident is unable or unwilling to do so.

10.2 ***Reliance by Facility.*** By signing this Agreement, Resident and the Resident's Representative acknowledge that Facility has relied on financial information provided by Resident or Resident's Representative in accepting Resident for admission to Facility.

11. INVOLUNTARY DISCHARGE FOR NONPAYMENT

11.1 ***Discharge for Nonpayment.*** Facility may discharge a Resident for nonpayment after required notice. Nonpayment occurs when there is a failure to pay privately for Resident's stay or to have it paid for under Medicare, Medicaid, or other third-party coverage. In the case of a Medicaid-covered Resident, nonpayment occurs when the NAM! is not paid.

11.2 ***Required notice.*** Resident may be discharged after thirty (30) days' notice if non-payment is not in dispute and funds are actually available or would be available to Resident but Resident or Resident's Representative refuses to cooperate.

11.3 ***Discharge relating to nonpayment by third party payor.*** Facility's right to discharge Resident for nonpayment includes Resident and the Resident's Representative's failure to cooperate in arranging for third-party payment if the lack of cooperation causes a loss of payment to Facility. If Resident is a member of a third-party plan that denies payment for medically necessary covered services, Resident will be responsible for payment upon notification of denial.

12. PREPAID AMOUNTS

12.1 ***One month Payment.*** In the event Resident is not qualified for Medicare, Medicaid, Veterans Administration or other third-party payor coverage on admission, Facility will require Resident to prepay an amount for basic services which shall equal one month' payment at the daily basic rate. The pre-payment will consist of one month (31 days), for payment of any financial obligation of Resident under this Agreement.

12.2 ***Refund of Deposit.*** Upon Resident's discharge; the pre-paid amount will be applied to pay for any outstanding bills owed to Facility. If Resident leaves Facility for reasons beyond Resident's control, any unused portion of the pre-payment will be refunded promptly to Resident, Resident's Representative, or to the person or probate jurisdiction administering Resident's estate.

12.3 ***Leaving Without Notice.*** If a private-pay Resident leaves Facility for reasons within Resident's control without giving fifteen (15) days' prior notice, Facility will retain from the unused portion of the pre-payment an additional amount not to exceed one (1) day's daily basic rate.

13. PERSONAL NEEDS ACCOUNT AND FACILITY BANK ACCOUNT

13.1 ***Residents' Personal Funds Bank Account.*** Upon request by Resident or Resident's Representative, Facility will deposit funds provided by Resident into an interest-bearing bank account. The funds will be commingled with funds of other Resident depositors, but a separate record will be maintained for each Resident depositor. Such individual account record will be made available upon request, and quarterly statements will be available upon request.

13.2 ***Use of Funds.*** Resident funds in such Bank Account ("The Account") may be used, upon authorization of Resident, to pay for Additional Personal Items and Services, and other incidental expenses.

13.3 ***Refunds.***

(a) Refunds for the balance in the Account, less any funds owed to Facility, will be made to Resident or Representative after discharge.

(b) In the event of Resident's death, refunds will be made within a 30-day waiting period to the person or probate jurisdiction administering Resident's estate or to Resident's spouse or qualifying family member as authorized by the Surrogate Court Procedure Act.

(c) Resident and Representative consent to Facility's withdrawal of amounts owed to Facility from the Account prior to returning the balance to the person administering Resident's estate.

(d) If the Department of Social Services claims funds from a deceased resident's personal account as partial refund of Medicaid funds owed, Facility is authorized by law to deliver such funds.

14. CONSENTS AND AUTHORIZATIONS

14.1 ***Consent by Resident or Resident's Representative.*** Resident consents to the following or, in the event Resident lacks decisional capacity and Resident's Representative has legal authority to consent on behalf of Resident, then Legal Representative consents to the following:

(a) Routine nursing care provided by Facility, as well as emergency care that may be required. Facility shall inform Resident's Representative about routine nursing and emergency care provided to Resident.

(b) To permit Facility to conduct a comprehensive assessment of Resident no later than 14 days after the date of admission, promptly after a significant change in the resident's physical, mental or psychosocial status and no less often than 12 months thereafter.

(c) To permit Facility to conduct an initial screening of the oral health status of the resident within 48 hours of admission and an oral examination of the Resident by a dentist or dental hygienist within 14 days following the initial assessment, and no less often than annually thereafter.

(d) A physician visits at least once every 30 days for the first 3 months, and then once every 60 days thereafter, or as often as necessary, to address Resident's medical care needs and at least as often as provided in an alternate schedule of physician visits.

(e) Facility may arrange for another physician or Nurse Practitioner to see Resident if or when Resident's regular physician is delinquent in visitation or is unable to see Resident when medically necessary.

(f) Facility is authorized to use participating physicians and providers of ancillary services or supplies if required by Resident's insurer for full benefit coverage unless a nonparticipating provider is specifically requested and with the understanding that there may be added charges for using such providers.

14.2 ***Right to Refuse Treatment.*** Resident retains the right, to the extent permitted by law, to refuse any treatment and the right to be informed of potential medical consequences of such refusal.

14.3. ***Protected Health Information.*** Resident or Resident's Representative authorize Facility to use and disclose protected health information and corresponding documents which are typically contained in the medical record to the extent described in the Facility's current Notice of Privacy Practices issued pursuant to HIPAA Privacy regulations. This includes authorizing Facility to disclose such information and documents to other providers that are affiliated covered entities of this Facility (see sphp.com for a list of those providers) for treatment and health care operations purposes, including case management, care coordination, quality and performance improvement, to the extent permitted by state and federal law.

14.4 ***Consent to Take Photograph of Resident.*** Resident and the Resident's Representative consents to the taking of photographs of Resident for identification and medical treatment purposes. Such photographs will become part of Resident's confidential medical record.

15. CARE-RELATED POLICIES

15.1 Provision of Adequate Care. Facility will admit and retain only those residents for whom it can provide adequate care.

15.2 Behavioral Difficulties. Facility shall advise the family and request removal of a resident who manifests such a degree of behavioral disorder that she/he is a danger to herself/ himself or to the health or safety of others. Facility will give reasonable advance notice of such discharge and shall assist in appropriate discharge planning.

15.3 Communicable Diseases. A resident suffering from a communicable disease will not be admitted or retained in Facility unless a physician certifies to Facility in writing that transmissibility is negligible and that admitting Resident poses no danger to other residents, or that Facility is staffed and equipped to manage the care of Resident without any danger to other residents.

15.4 Advanced Directives. Facility complies with health care decisions, including decisions to forgo life-sustaining treatment: (i) made by a resident prior to losing capacity, to the extent permitted by law; (ii) made in good faith by a resident's duly authorized health care agent or surrogate decision-maker to the extent permitted by law; or (iii) set forth in a Medical Order for Life-Sustaining Treatment, to the extent authorized by law.

15.5. Residents and Resident's Representative are encouraged to participate with the formulation, review and execution of Resident's personal plan of care. The Resident agrees to accept responsibility for the consequences associated with refusing treatment or failing to follow a practitioner's instructions after being informed of the possible outcomes of those decisions.

15.6 Residents and their Resident's Representatives are responsible for providing the Facility with complete and accurate information relating to the resident's medical and mental history that may impact the resident, fellow residents or staff. Facility reserves the right to decline admission to individuals who have a history of violence or predatory conduct that would reasonably cause concern for the safety of other residents.

15.7 Facility will provide Resident or Resident's Representative with the Nursing Home Resident's Bill of Rights and the Resident's Handbook (if applicable). These publications explain the resident's rights and responsibilities and serve as guidelines for residing at Facility.

16. TRANSFER, DISCHARGE OR DEATH OF RESIDENT

16.1 ***Transfer for Acute Care.*** In the event Resident requires medical or surgical care which Facility is unable to provide, Resident agrees to be transferred to a general or special hospital for such surgical or medical care at the expense of the resident and or responsible party. Facility will endeavor to give prior notice of such transfer to the Resident's Representative or next of kin, but such transfer may be without notice in cases of emergency.

16.2 ***Voluntary Discharge.***

(a) If Resident decides to leave and be discharged from Facility for reasons within Resident's control:

(i) Resident, or Resident's Representative agree to give Facility fifteen (15) days' advance notice in writing. If such notice is not provided, Resident shall pay Facility the daily basic rate for one (1) day beyond the discharge date. This payment obligation does not apply to Residents who are covered by Medicaid or Medicare.

(ii) Unless Facility knows that Resident's Representative is aware of Resident's decision to leave the Facility, Facility will endeavor to give Resident's Representative prior notice of Resident's discharge as result of that decision.

(b) Facility is not responsible for damages or injury to Resident resulting from discharge against medical advice.

16.3. ***Involuntary Discharge.*** Facility has the right to discharge Resident involuntarily, after required notice, under the following circumstances:

(a) Resident's health status has improved sufficiently so that he or she no longer needs the services performed by Facility;

(b) Resident's needs can no longer be met in Facility;

(c) The safety or health of individuals in Facility is endangered; or

(d) Resident or Resident's Representative have failed, after reasonable and appropriate notice, to pay for (or to have paid for under Medicare, Medicaid, or any other third-party payor) Resident's stay in Facility.

16.4 ***Required Notice.*** Facility shall provide at least 30 days' notice prior to involuntary discharge, except that notice of less than 30 days, but as soon as practical, may be given prior to discharge for the reasons in paragraphs (a), (b) and (c) above.

16.5 ***Mental Illness or Developmental Disability.*** If the resident, during an annual assessment, is screened as mentally impaired or developmentally disabled, and the Commissioner of Health or his/her designee determines that the resident is no longer suitable for nursing home services, the resident shall be transferred or discharged to an appropriate facility. Facility will provide notice of such transfer or discharge in accordance with the notice provisions contained in the preceding paragraph.

16.6 ***Communicable Disease.*** In the event the resident is infected with a communicable disease, unless the resident's attending physician certifies in writing that transmittability is negligible and poses no danger to other residents and the facility is staffed and equipped to manage such disease without endangering the health of other residents, the resident shall be discharged and transferred to an appropriate facility. The facility will provide to the resident and his/her designated representative, notice as provided for herein. In this event the facility shall have no liability of any kind arising from such transfer or discharge.

16.7 ***Death of Resident.*** In the event of the death of a Resident:

(a) Facility will make diligent efforts to notify Resident's Representative and/or the Resident's next of kin;

(b) Resident's Representative will promptly assist in providing for disposition of the remains;

(c) Facility assumes no obligation to arrange or pay for Resident's funeral, burial or other disposition.

17. RESIDENCY-RELATED POLICIES

17.1 ***Room Assignments.***

(a) Room assignments are subject to change at the discretion of Facility to meet institutional needs.

(b) Room changes shall require 30 days notice to and consultation with Resident or Resident's Representative unless Resident or Resident's Representative have requested or agreed to the changes, the medical condition of Resident requires a more immediate change, or an emergency situation develops.

(c) A change in roommate assignment requires prompt notification to Resident and the Resident's Representative.

17.2 ***Gratuities***. Facility prohibits its employees from accepting any tips or gratuities in any form whatsoever from a Resident, Resident's Representative, Sponsor, or next-of-kin for any services received by Resident at Facility.

17.3 ***Bed Reservation Policy.***

(a) In the event that a resident is absent from Facility for a period of time by reason of illness or other cause, Resident's accommodations will be held available provided the Resident continues to pay the scheduled rate for said accommodations.

(b) If the Resident is receiving Medicaid, Resident's room will be held in accordance with state and federal laws and regulations.

(c) If Resident's hospitalization or therapeutic leave exceeds the bed hold period prescribed by state and federal law, Facility will readmit the resident to Facility immediately upon the first availability of a bed in a semiprivate room if the resident meets all eligibility requirements. If the Facility has determined not to readmit the resident, a proper notice of discharge must be provided

17.4 ***Resident's Personal Property.***

(a) Facility has appropriate policies and procedures to provide reasonable security for Resident's personal property.

(b) Resident may request to have locked storage space in his/her room. Nevertheless, Facility can only insure against the loss of valuable items (such as jewelry or money) if they are deposited with the management for safekeeping. Resident will be given a receipt for items held by Facility. Facility will not be liable for the loss of such valuable items if Resident fails to keep valuables with the management for safekeeping.

(c) It is the obligation of Resident or Resident's Representative to arrange for disposition of Resident's property upon discharge. Facility may dispose of property left more than 30 days after discharge.

(d) Facility is not liable for replacement of lost dentures, hearing aids and eyeglasses.

17.5 ***Nondiscrimination.*** **Facility will admit and treat all Residents and provide all of its items and services to Resident's without regard to race, creed, color, handicap, blindness, national origin, sex, sponsor, marital status, sexual orientation, age, veteran status or type of payor.**

17.6 ***Grievance Procedure.*** Facility has a Grievance Procedure if Resident, Resident's representative or a family member wishes to file a complaint about the services provided by Our Lady of Mercy Life Center facility or its staff. This procedure has been developed in order to help residents, family members and/or designated representative bringa problem to the attention of staff so that the grievance can be resolved in an appropriate manner.

17.7 ***Security cameras.*** Facility may use security cameras throughout the public areas of the complex to insure the safety and well-being of residents and staff. They are located in hallways and lounges primarily to investigate unwitnessed resident falls. There are no cameras in any resident room. Images may be temporarily stored electronically. Stored images will only be viewed upon authorization of the Administrator or Director of Security. Every effort is made to preserve the dignity and privacy of all our residents.

17.8 ***Visitors, Companions, Sitters, Private Duty Nurses.***

(a) Resident shall not employ any companion, sitter, or private duty nurse without prior notification to and approval by Facility.

(b) All Resident-engaged companions, sitters, and private duty nurses, as well as Resident visitors, are subject to the rules and regulations then in effect at the Facility.

(c) Resident shall pay all expenses (including meals) of the individuals engaged by Resident.

(d) Resident agrees to indemnify and hold Facility harmless from all losses, damages, costs, claims, liabilities, and expenses, including attorney fees and court costs, arising from the services, actions, and/or omissions of any sitters, companions, or private duty nurses engaged by Resident and for same relative to any of Resident's visitors.

(e) All companions, sitters, and private duty nurses may be required to provide proof of: (i) freedom from communicable diseases; (ii) any applicable licenses or certifications, and (iii) liability insurance coverage.

(f) Facility shall not be expected by Resident to review, approve, or otherwise give an opinion as to the qualifications and/or abilities of any Resident-engaged service providers or visitors.

18. OBLIGATION TO ABIDE BY FACILITY POLICIES, RULES AND REGULATIONS

Resident and the Resident's Representative agree to abide by Facility's Policies, Rules and Regulations, and Resident's Responsibilities, and to respect the personal rights and private property of all residents and staff.

ARBITRATION AGREEMENT

READ THIS DOCUMENT CAREFULLY. NEITHER YOU NOR YOUR REPRESENTATIVE ARE REQUIRED TO SIGN THIS AGREEMENT AS A CONDITION OF ADMISSION OR AS A REQUIREMENT TO CONTINUE RECIEVEING CARE IN THE FACILITY DESCRIBED HEREIN.

This Arbitration Agreement ("Agreement") is made by and between Our Lady of Mercy Life Center and _____("Resident" and/or "Resident's Authorized Representative", hereinafter collectively the "Resident"). Resident's Authorized Representative, if any, acknowledges that he is signing this Agreement as a party, both in his individual and representative capacity.

I. What is Arbitration?

Arbitration is generally a cost effective and time-saving method of resolving disputes without involving the courts. If using arbitration, the disputes are heard and decided by a private individual called an arbitrator. The dispute will not be heard or decided by a judge or jury.

II. The Facility and the Resident agree that, pursuant to state and federal regulations, and except as provided in subsections E and G of this section, any action, dispute, claim, or controversy of any kind (i.e., whether in contract or tort, statutory or common law, legal or equitable, or otherwise) now existing or

hereafter arising between the parties in any way arising out of, pertaining to or in connection with or relating to:

A. the provision of healthcare, nursing services, and/or any other goods or services to the Resident by the Facility, its affiliates, agents, servants, employees, independent contractors agents and/or representatives; and/or
B. other transactions, contracts or agreements of any kind whatsoever between the Facility, its affiliates, agents, employees, independent contractors agents and/or representatives and the Resident and his or her representatives; and/or
C. any past, present, or future incidents, omissions, acts, errors, practices, or occurrence causing injury to either party hereto whereby the other party or its affiliates, agents, servants, employees, independent contractors agents and/or representatives may be liable, in whole or in part: and/or
D. any survival action or wrongful death claim; and/or
E. any other aspect of the past, present or future relationships between the parties hereto, shall be resolved by binding arbitration (the "Arbitration") in accordance with state and federal regulation, and not by a lawsuit, or other resort to court process, except to the extent that applicable state or federal law provides for judicial review of arbitration proceedings or judicial enforcement of arbitration awards. **However, Resident retains the right to bring complaints to and/or communicate with the Office of the Long Term Care Ombudsman, federal or state surveyors, federal or state agencies with regulatory authority for Facility's operations, or the New York State Department of Health.**

F. The Arbitration shall be heard and decided by one arbitrator (the "Arbitrator"), and the Resident and the Facility expressly agree that the Arbitrator is employed to, and shall, resolve all disputes, including without limitation, any disputes about the making, validity, enforceability, scope, interpretation, voidability, unconscionability, preemption and/or waiver of this Agreement or the Admission Agreement, as well as resolve the Parties' underlying disputes as it is the Parties' intent to completely avoid involving the court system.

G. Notwithstanding anything in this section I to the contrary, this Agreement regarding Arbitration shall not apply to any claim by the facility and/or its affiliates against the Resident or any representative of Resident for nonpayment of any charge for nursing home or other services, which claim may be brought in any court of competent jurisdiction, nor shall it apply to guardianship actions, or actions for involuntary discharge.

III. Initiation of Arbitration: Arbitrator

A. Arbitration subject to this agreement will be administered by the American Health Law Association Dispute Resolution Service and conducted pursuant to the AHLA Rules of Procedure for Arbitration. Judgment on the award may be entered and enforced in any court having jurisdiction.

B. Subject to the limitation in subsection A of this section, an Arbitration shall be initiated by the allegedly aggrieved party by submitting to the other party a written demand for arbitration (sent in accordance with the notice provisions of this Agreement) which shall state (i) the claim asserted, (ii) the facts alleged to support the claim, (iii) the applicable statute, contract clause, or principle of law upon which the legal basis for the demand is premised and (iv) the remedy being sought. The Arbitration shall be heard and decided by the Arbitrator, who shall be selected by mutual agreement of the parties; provided, however, if the parties are unable to agree on the Arbitrator within thirty (30) days of the serving of the written demand of arbitration (the "Mutual Arbitrator Period"), each party shall then designate in writing to the other party one (l) arbitrator within twenty (20) days after the expiration of the Mutual Arbitrator Period (the "Arbitrator Designation Period"), and the two (2) designated arbitrators shall select a third arbitrator within twenty (20) days after the Arbitrator Designation Period, which third arbitrator (sometimes hereinafter referred to as the "Designated Arbitrator") shall be the Arbitrator for the Arbitration. In the event a party does not designate an arbitrator during the Arbitrator Designation Period, then the arbitrator designated by the other party shall select the Designated Arbitrator. In the event that the two (2) arbitrators fail

to select the Designated Arbitrator within twenty (20) days after the end of the Arbitrator Designation Period, then either party shall have the right to petition a court for the Appointment of the Arbitrator. Each party shall pay the costs and expenses of the arbitrator designated by such party during the Arbitrator Designation Period. The costs of the Designated Arbitrator shall be deemed an arbitration expense and shall be split equally by the parties, except where the Arbitrator determines that the apportionment of such costs is prohibited by applicable law.

IV. Rights of Parties

The following rights and procedures shall apply in the Arbitration:

i. Each party shall have the right to assert any claims or defenses in the arbitration which could be raised in a court of competent jurisdiction;
ii. Each party shall have the right to counsel of his/her or its choice;
iii. The party that raises a claim in the Arbitration shall bear the burden of proof with respect to the claim.
IV. The parties agree that damages awarded, if any, in the arbitration shall be determined in accordance with the provisions of the state or federal law applicable to a comparable civil action including any statutory caps or limitations on such damages. It is further agreed that the Arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

V.Arbitration Hearing

A.Upon the appointment of the Arbitrator, the Arbitrator shall hold a conference with the parties (either by telephone or in person) for the purpose of establishing guidelines for discovery, establishing guidelines for the identification and presentation of testimony from expert witnesses, establishing deadlines for submissions to the Arbitrator and the exchange of information between the parties and confirming the time and place of the hearing. The Arbitrator shall establish a schedule for the identification

of fact and expert witnesses, and during the course of discovery, the parties shall have the right to subpoena and depose any individual who is identified by the opposing party as a fact or expert witness at the arbitration, as well as the right to subpoena and depose custodians of relevant medical records. Discovery disputes shall be resolved by the Arbitrator in advance of the hearing and in accordance with the AHLA Rules of Procedure for Arbitration.

B. The Arbitration hearing shall take place in the State of New York at a place mutually agreed upon by the parties, or, if no agreement, at Facility's corporate offices, and shall continue on consecutive business days until completed, unless the parties and the Arbitrator agree upon a different schedule. Either party shall have the right to cause the Arbitration hearing to be stenographically recorded; if so recorded, such cost shall be split equally by the parties. Each party shall have the opportunity to submit post-hearing briefs. The cost of the Arbitration, including the costs and fees of the Arbitrator shall be borne equally by each party.
C. All claims based in part on the same incident, transaction, or related course of the care or service provided by the Facility to the Resident, shall be arbitrated in one proceeding. A claim shall be waived and forever barred if it arose prior to the date upon which notice of arbitration is given to the Facility or received by the Resident, and is not presented in the Arbitration proceeding. Nothing in this Agreement shall serve to extend any applicable statute of limitations.
D. The Arbitrator shall have the authority to award such relief as may be available in a court of law, subject to the limitations on damages set forth in this Agreement. The decision of the Arbitrator shall be final and binding on the parties except to the extent that applicable state or federal law provides for judicial review of arbitration proceedings or judicial enforcement of arbitration awards.
E. Any notices to be given under this agreement by either party to the other shall be effected by personal delivery in writing or by overnight courier. Any notice to the Facility shall be mailed to St. Peter's Health Partners, 315 S. Manning Boulevard, Albany, N.Y. 12208, Attn: General Counsel, Legal

Department. Any notice to Resident shall be mailed to the Resident's last address on file with the Facility. Each party may change his, her, or its address by written notice to the other party. Mailed notices shall be deemed communicated as of three (3) days after mailing. Email, digital portals, fax, voice mail, or verbal notice will not be considered effective notice.

F. This Agreement cannot be modified except in writing signed by both Resident and the Facility and supersedes any and all other agreements, either oral or in writing, express or implied, between the Resident and the Facility relating to dispute resolution. This provision shall not apply to the extent the change in the Agreement is required by law, regulation, or applicable regulatory authority, in which case Facility may unilaterally amend this Agreement on thirty (30) days notice to Resident, such amendment being effective immediately thereafter without further action by the Parties, and with Resident

G. If any party is required to file a lawsuit to compel arbitration pursuant to this Agreement, or defend against a lawsuit filed in court contrary to this Agreement's mandatory arbitration provision, such party, if successful, shall be entitled to recover such party's reasonable costs and attorneys' fees incurred in such an action, including costs and attorneys' fees incurred in any appeal. The Resident and Facility hereby expressly agree that judicial review as to a motion to compel arbitration or similar petition shall be limited to the determination of whether a valid agreement to arbitrate exists (i.e., whether the instant Agreement is the product of a legally cognizable offer, acceptance and consideration). All other disputes as to the making execution, validity, enforceability, voidability, unconscionability, severability, scope, interpretation, preemption, waiver, or any other defense to the enforceability of this Agreement or the Admission Agreement, shall be determined solely by the Arbitrator.

VI.Intention of Parties

A. It is the intention of the parties to this Agreement that this Agreement shall inure to the direct benefit of and bind the parties and their respective

personal representatives, heirs, successors and assigns, including the agents, employees, affiliates, and servants of the Facility, any management company associated with or contracting with the Facility, and all persons whose claims derive through, or on behalf of, the Resident, including those of any parent spouse, child, guardian, executor, administrator, legal representative, or heir of the Resident, as well as any survivor or wrongful death claim, or any person who previously assumed responsibility for providing Resident with necessary services such as food, shelter, clothing or medicine, and any person who executed this Agreement or the Admission Agreement. The parties agree that except as may be required by law, neither party, nor the Arbitrator, may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties.

B. The parties understand and agree that by entering in to this Agreement they are each relinquishing and waiving their right under applicable law to have any claim decided in a court of law before a judge and/or jury.

C. This Agreement is null and void, even if signed by both Parties, if used in a facility type that is not subject to the CMS conditions of participation, but that is subject to oversight by State agencies.

VII. If any term, provision, subparagraph, paragraph or section of this Agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of this Agreement, including any other term, provision, subparagraph, paragraph or section. To the extent unenforceable, the Arbitrator may sever any term or portion of this Agreement, and such severance shall not affect the validity of the remainder of this Agreement. The provisions of the AHLA Rules of Procedure for Arbitration will control and supplement the Agreement unless expressly contrary to the terms of the Agreement.

VIII. The Resident acknowledges and understands that (1) the Resident has received a copy of this agreement and has had an opportunity to read it and ask questions about it before signing below; (2) the Resident has the right to seek

legal counsel concerning this Agreement; (3) if the Resident does not accept this Agreement, he or she can still move into and receive services from this Facility; (4) this Agreement may be rescinded by written notice to the Facility from the Resident within 30 days of the signing hereof by the Resident; (5) if not so rescinded within 30 days of the signing hereof by the Resident, this Agreement shall remain in effect for all care and services rendered by the Facility, its agents, servants, employees or contractors; and (6) by signing this Agreement, the Resident and the Facility are giving up and waiving the right to have Disputes decided in a court of law before a judge and/or jury.

Witness:	Resident:
_____	_____ (signature) Date:
Name: _____	
Resident's Authorized Representative:	
_____ (signature) (in individual and representative capacity) Date:	
Name: _____	
Facility:	
_____	By: _____ (signature)

	Date:
Name: _____	
Title: _____	

In Witness thereof, the parties have signed and sealed this Agreement as of the day and year first written below (the "Effective Date"). By signing below, the Parties indicate they understand the terms of this Agreement, their rights therein or foregone thereby, and agree to be so-bound.

18. GENERAL PROVISIONS RELATING TO THIS AGREEMENT

18.1 ***Persons bound by this Agreement.*** In addition to the parties signing this Agreement, the Agreement shall be binding on the heirs, executors, administrators, distributors, successors, and assigns of said parties.

18.2 ***Resident Who Lacks Capacity.*** In the event a Resident lacks capacity to enter into this Agreement, a person who has authority to enter into this Agreement on behalf of Resident, such as a health care agent, surrogate decision maker, guardian or power of attorney, after providing any required documentation of his or her status or completing the procedural requirements of the law to establish his or her status, may execute this Agreement on behalf of the Resident. Such person may also be, but does not have to be, the Resident's Representative.

18.3 ***Term of this Agreement.*** This Agreement shall commence on the later of: (i) date it is fully executed or (ii) the date the Resident moves into Facility. It will continue to be in effect until the date the Resident is discharged. However, any outstanding payment obligations, and any provisions that describe post-discharge obligations shall continue to apply until paid or completed.

18.4 ***Amendments to Agreement.*** This Agreement may not be amended or modified except in a writing signed by the parties (or their representatives), 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.

18.5 ***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.

18.6 ***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.

18.7 ***Entire agreement.***

(a) This Agreement with all Addenda (which are hereby incorporated herein) contains the entire Agreement between the parties with respect to Resident's admission to Facility and is intended to be an integration of all prior and contemporaneous agreements, conditions or undertakings between the parties on this subject.

I, THE RESIDENT, AND/OR I THE RESIDENT'S REPRESENTATIVE, HAVE READ, BEEN ADVISED OF, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

In addition, I have received copies of the following:

1. Our Lady of Mercy SNF Brochure
2. Notice of Privacy Practices
3. Pain Management Education Booklet
4. Resident Handbook
5. The Community Hospice
6. The Statement of Resident's Rights and Addendum (04/17/2017)
7. Physician Information
8. Covid Testing Updates 1/22/22
9. Influenza Vaccine Information Statement
10. January 2022 Nursing Home Staff and Visitation Requirements
11. Visiting Policy
12. OLOM Room Rates
13. Spiritual Care
14. Beauty Shop
15. On-Sight Vision Services Welcome Letter
16. Laundry Instruction Form
17. Appointing Your Health Care Proxy
18. Information About Medicaid and Medicare Eligibility
19. Discharge Resources
20. Required Documents for Full Coverage Medicaid
21. Advance Directives for Health Care
22. Deciding About Health Care – A Guide for Patients and Family
23. Advance Care Planning
24. Food Safety
25. Instructions to Enable Tracking Features
26. Smoking Policy
27. Resident Abuse Policy / Procedures
28. Complaints and Grievances

29. Base Line Care Plan – 48 hour call with Social Worker
30. SPHP HIPPA
31. SPHP Bed Reserve Authorization
32. Personal Needs Account Authorization
33. Authorization for Dental Services
34. Authorization for Vision Services
35. Mail Disbursement Form
36. Authorization for Treatment of Wound, Incontinence, or Ostomy Evaluation
37. Phone number directory
38. Admissions Authorization / Release of Medical & Medicare Information

ACCEPTED:

DATE	SIGNATURE OR MARK OF RESIDENT/PATIENT (or legal representative if resident lacks capacity)
DATE	SIGNATURE OF RESIDENT'S REPRESENTATIVE
DATE	ADMISSION MANAGER