

ADMISSION AGREEMENT FOR
DAUGHTERS OF SARAH NURISNG HOME COMPANY

Scheduled Short Term Admission Agreement

NAME OF RESIDENT: _____ DATE _____
Last First

NAME OF SPONSOR OR NEXT OF KIN (who hereinafter shall be called "the responsible party"):

INSTRUCTIONS

This is a legally binding contract creating obligations for the resident, the responsible party and Daughters of Sarah Nursing Home Company, hereinafter sometimes referred to as "Daughters of Sarah" or "the Home".

A. PAYMENT AND OTHER OBLIGATIONS OF RESIDENT AND RESPONSIBLE PARTY.

The sole purpose of this admission is respite for the usual care giver. Because the stay in the Facility is not intended to be on a permanent or long term basis, it is agreed that the RESIDENT WILL be discharged on the following:

Date: _____

Time: _____

The responsible party acknowledges that Daughters of Sarah will not be able to extend the Resident's stay beyond this date.

Payment due from the resident or responsible party shall be made to Daughters of Sarah business office. The resident agrees to meet all financial obligations arising out of this Agreement. The responsible party agrees to make all reasonable efforts to assist the resident in meeting such responsibility. Unless the responsible party is otherwise obligated by law to pay for the cost of the resident's care, the responsible party shall not be required to use his or her personal resources to pay for the resident's care. However, the responsible party does agree to use his or her personal resources to meet all other obligations arising out of this Agreement.

1. Truth of Statements to Daughters of Sarah. The resident and responsible party jointly and severally guarantee to Daughters of Sarah that all statements and financial information provided to the Home prior to the execution of this Agreement are true and accurate. No other language in this Agreement may be construed to impair the guarantee or promise to pay damages contained in this paragraph. By signing this Agreement, the resident and responsible party acknowledge that Daughters of Sarah relies on the information provided by the resident or responsible party. The resident and responsible party agree to pay promptly on demand all damages directly or indirectly resulting from any inaccuracy or misrepresentation of information provided to Daughters of Sarah, or from failure to abide by any promise or guarantee in this Agreement.

2. Medicaid and Other Third Party Payers. In the event the resident qualifies for Medicaid, the basic services and additional medically necessary services covered by Medicaid will be provided to the resident at the Medicaid rate. If requested, Daughters of Sarah will assist the resident in applying for Medicaid. The resident and/or responsible party hereby agree to monitor the resources of the resident to assure uninterrupted payment to Daughters of Sarah and timely application to Medicaid or other payers. The resident and the responsible party agree to provide information relevant to all possible sources of third party payment for nursing home and medical care, and to cooperate in applying for such payment.

In the event a resident qualifies for Medicaid and also receives net available monthly income (NAMI) only part of which is owed to Daughters of Sarah as part of the Medicaid payment, the facility requests the resident and the responsible party to take all steps within their power to arrange for direct payment from the payor of such income to the facility. Agreement by the resident or the responsible party to take such steps, or a decision not to agree to take such steps to arrange for direct payment to the facility, is indicated by separate signatures at Addendum I.

If the NAMI payment is made by the payor, e.g. the Social Security Administration, directly to the Home, Daughters of Sarah will transfer the resident's personal allowance to the resident's account.

If direct payment to the facility of such income owed as NAMI is not made, the resident and responsible party each guarantee to Daughters of Sarah that such income due to be paid by the resident as part of the rate owed to Daughters of Sarah will be delivered to the Home within one week of receipt of such income.

The resident and responsible party further each agree that upon being notified of a dispute or disagreement as to the entitlement to such NAMI funds, that they will promptly pay such funds into court or to a responsible escrow agent who will remit such funds to the person who obtains a court order establishing entitlement to them.

3. ADDITIONAL SERVICES. Payment shall be made for additional medically indicated services outlined below in Section C, which are not covered by the Medicaid program, as well as for the resident's personal expenditures described in Section D. Additional services covered by the Medicaid program will not result in extra charges to Medicaid residents.

Charges for additional physician-ordered services which are not Medicaid covered services are payable within the next billing period. Any additional physician order charges which are not covered by the Medicaid Program may be increased on notice to the resident and responsible party. Final bills at termination of services are payable immediately.

4. Late Charges and Collection Fees. In the event of late payment of any sums due from the resident or responsible party under this agreement, a fee computed at 16% per annum of said amount or the maximum amount allowed by law, whichever is less, will be assessed on all accounts overdue more than 30 days from billing date.

In case of nonpayment or any sum due from the resident or responsible party under the terms of this Agreement, the resident and responsible party agree to pay reasonable collection fees, including but not limited to attorneys' fees incurred by Daughters of Sarah in enforcing the terms of this Agreement.

B. SERVICES INCLUDED UNDER THE DAILY RATE:

Daughters of Sarah agrees to provide the following services which are included in the Medicaid rate:

1. Lodging;
2. Board, including food, and therapeutic or modified diets as prescribed by a physician;
3. Twenty-four hour per day nursing care;
4. Clean bed linen, as required;
5. Laundry services for washable personal clothing items, excluding dry cleaning;
6. General household medicine cabinet supplies.
7. Assistance, when required, with activities of daily living, including, but not limited to, toileting, bathing, feeding and ambulation assistance;
8. Services of staff performing their daily assigned resident care duties;
9. The use of customarily stocked equipment, including but not limited to walkers, wheelchairs, and other supportive equipment when necessary, unless such item is prescribed by a physician for the regular and sole use by a specific resident;
10. Activities program;
11. Social services as needed;
12. Dental services;
13. Physical therapy as prescribed by the patient's physician, administered by or under the direct supervision of a licensed and currently registered physical therapist;
14. Occupational therapy as prescribed by the patient's physician, administered by or under the supervision of a qualified occupational therapist;
15. Speech pathology services as prescribed by the patient's physician, administered by a qualified speech pathologist;
16. Podiatric services administered by a qualified licensed podiatrist;
17. Optometric evaluations administered by a qualified licensed optometrist;
18. The holding of monies in trust to provide the resident with funds for incident expenses if requested and authorized in writing by the resident or the resident's representative. Such monies shall be deposited in an interest bearing account and records supporting the deposit and withdrawal of funds, signed by the resident or the resident's legal representative, will be available to the resident or the resident's legal representative on request. Account balances will be provided quarterly;
19. The safeguarding of valuable deposited by the resident or responsible party with the management.

C. EXTRA SERVICES ORDERED BY TREATING PHYSICIAN OR DENTIST.

Daughters of Sarah will arrange for physician visits as authorized under this Agreement, and for the following services and supplies to be available to residents when prescribed by a physician. The services listed are not exclusive; other physician-ordered services may also be available. The services will be administered or supervised by practitioners who meet all applicable licensing, registration and certification requirements of the State of New York.

- a. Hearing Aids
- b. Eyeglasses
- c. Consultation with specialist physicians as ordered by the treating physician and/or the resident or the family.
- d. Psychiatric or Psychological Treatment
- e. Laboratory Services
- f. X-Ray Services
- g. Prescription Drugs
- h. Special nurse or companion on order of physician or family, and their meals
- i. Ambulance or Ambulette Services
- j. Special Shoes and Prosthesis
- k. Audiology Services

If the costs for any such services are not covered by the Medicaid Program and where there is a charge for such services or supplies owed to Daughters of Sarah, the resident or responsible party agrees to pay to Daughters of Sarah within ten (10) days following the receipt of each statement for all such billed sums. These charges may be increased due to increased costs after 30 days notice to the resident or responsible party.

2. Resident's Purchases.

All residents will be expected to pay for personally requested items such as, but not limited to, those listed below. Payment should be made to the provider of such services or vendor when the cost is incurred. If funds from a personal allowance account are used for payment, money must be deposited in such account before the expenditure is made.

Barber/Beauty Parlor
Shoes and Clothing
Special transportation (other than use of the Home's van) not covered by
Medicaid

The responsible party agrees to cooperate in authorization of such expenditures as needed in the event the patient is unable to do so.

E. DISCHARGE FOR NONPAYMENT.

It is understood that the resident may be discharged at Daughters of Sarah's sole discretion for nonpayment of sums due according to this Agreement. Such nonpayment occurs for a Medicaid resident when the net available monthly income (NAMI) owed by the resident to Daughters is not paid and such monthly income is within the resident's or the resident's attorney-in-fact, Conservator's Committee's control. The resident and the responsible party agree to take all action within their control to assure payment to Daughters of Sarah according to this Agreement.

F. GENERAL POLICIES.

1. Provision of Appropriate Care. Daughters of Sarah will admit and retain only those residents for whom it can provide appropriate care.

2. Refusal of Treatment. The resident has the right to make an informal decision to refuse suggested medical treatment. However, where artificial nutrition and hydration is rejected Daughters of Sarah may only legally withhold or withdraw such treatment upon its, or a court's, finding that the resident understands the benefits of such treatment, understands the risks and consequences of rejecting such treatment, and has made a firm and settled commitment to reject such treatment. Daughters of Sarah also is required to determine that any refusal to eat is not caused by a treatable condition.

Daughters of Sarah may not legally honor a request to withhold or withdraw adequate and appropriate nutrition and hydration made by a person(s) other than the resident unless it has found by clear and convincing evidence that the resident him/herself had a firm and settled commitment to refuse the suggested nutrition and/or treatment. Until such clear and convincing evidence is found, Daughters of Sarah is obligated to provide adequate and appropriate nutrition and hydration to its residents.

The resident and the responsible party hereby agree and understand that unless and until Daughters of Sarah has clear and convincing evidence that such resident wished to reject artificial nutrition and hydration, and/or other lie sustaining treatment which has been rejected, or until the matter is finally resolved by a court, the resident and the responsible party agree to meet all payment obligations incurred pursuant to this Agreement.

3. Non-discrimination. Daughters of Sarah does not discriminate in the care of residents because of blindness; because residents are maintained on alcohol or substance abuse programs; nor because of race, color, religion, creed, national origin, sex, sexual preference, age, marital status, disability, or sponsorship in admission.

4. Communicable Diseases. A resident suffering from a communicable disease shall not be admitted or retained unless a physician certifies in writing that transmissibility is negligible and poses no danger to other residents, or unless the Home is staffed and equipped to manage such cases without endangering the health of other residents.

5. Behavioral Difficulties. Daughters of Sarah shall advise the family and request removal of the resident who manifests such a degree of behavioral disorder that he/she is a danger to herself, himself or others or whose behavior is so disturbing as to interfere with the adequate care, health or safety of other residents. Daughters of Sarah will give reasonable advance notice of such a discharge and shall assist in appropriate discharge planning.

6. Rules and Regulations of Daughters of Sarah. Daughters of Sarah has rules and regulations of general applicability, including, for example, rules on visitation. Daughters of Sarah will provide the resident with a statement of these rules and regulations on admission. These rules and regulations may from time to time be amended or supplemented. The resident and/or responsible party agree to abide by such rules and regulations and to respect the personal rights and private property of other residents.

7. Bed Retention Policy. Daughters of Sarah's agreement to reserve a resident's bed during a temporary absence is set forth in Addendum II to this Agreement.

Daughters of Sarah will notify families and/or the responsible party of residents at any time a transfer of the resident is being considered for medical reasons, except where such notification is not possible because of medical emergency. In such emergencies, notification will be made as soon as possible.

8. Voluntary Removal of Resident. It is agreed that removal of the resident from Daughters of Sarah either temporarily or permanently shall terminate any responsibility on the part of the facility and its employees during the period of such removal. The resident hereby releases the facility, its officers and employees from any and all liability for any damages or injury of any kind which may result because of the removal of the resident at the request of the resident or responsible party against the advice of the attending physician.

Upon removal of the resident for any reason, the resident or the responsible party shall sign a release at the nursing station upon forms supplied by the facility.

G. PERSONAL PROPERTY OF RESIDENT.

1. Resident's Personal Property. The responsible party shall provide the resident with such personal items, clothing and effects as required which are not provided under the daily rate in the event the resident needs such assistance. Petty cash may be deposited in the resident's personal account in the business office to cover the resident's incidental expenses. All clothing personal, laundry and other items of personal property shall be clearly marked with the residents' identification.

2. Security. Daughters of Sarah has appropriate policies and procedures to provide reasonable security for the resident's personal property, and it will investigate any loss or theft. However, it can only ensure against the loss of valuable items (such as jewelry or money) if they are deposited with the management for safekeeping when not in use. A receipt will be given for items held in safekeeping. The facility will not be liable for the loss of such valuable items if the resident refuses to keep valuables in the safe when not in use.

3. Disposition After Discharge. It is the obligation of the resident and responsible party to arrange or disposition of the resident's property upon discharge. Daughters of Sarah shall not be responsible for any property left more than 30 days after discharge. After the 30 days, the Home has the right to dispose of such personal items as it sees fit.

H. AUTHORIZATIONS.

1. Emergency Situations. The parties recognize that for proper resident care, certain emergency surgical and medical procedures may become necessary from time to time. Such procedures must sometimes be applied without previous consultation with either the resident or the responsible party. In each case Daughters of Sarah will attempt to obtain the consent of the resident and/or the responsible party.

In the event that such prior consent cannot be obtained, and the treating physician and/or the nursing staff determines that such surgical or special medical treatment is essential to save the resident's life or to prevent adverse immediate and serious physical consequences, the resident and the responsible party hereby authorize Daughters of Sarah to perform such treatment or to transfer the resident to a facility where such treatment may be performed without prior consultation and without written permission. This authorization is subject to and does not supersede any consent to a Do Not Resuscitate Order made pursuant to N.Y.S. Public Health Law Article 29-B.

2. Authorization of Physicians Visits. The resident and responsible party agree:

- a. To the resident's assignment to the staff physician on the unit to which the resident is assigned.

- b. To a physician's visit to the resident in the Home at least once every 30 days, or a frequently as medically indicated, and at least as often as provided in an alternate schedule of resident visits approved by the Home's utilization review facility.
- c. To the Home's arrangement of another physician to visit the resident if or when the resident's staff physician is unable for any reason to provide scheduled visitation such visit to be made within 72 hours of the date the visit was due or immediately when medically necessary.

3. Resident Photograph. The resident and responsible party authorize the taking of photograph of the resident for identification purposes. Such photograph will become part of the resident's confidential record.

4. Release of Medical Records. The resident and responsible party authorize Daughters of Sarah to release medical records and corresponding documents:

- a. to duly authorize governmental agencies upon receipt of Daughters of Sarah of specific request provided such request is authorized by law;
- b. to third party payers (insurance carriers and/or the Medicare/Medicaid program);
- c. to facilities to which the resident may be transferred or referred for medical treatment.

5. Change of Accommodations. The resident and/or the responsible party hereby authorize Daughters of Sarah to change the room assignment of the resident at the discretion of the facility as a result of staff reassessment of the resident's medical or psychosocial needs.

The resident and/or the responsible party will be counseled by the social services staff before the resident's room is changed. The resident, family or responsible party will be encouraged to participate in planning the move and will receive advance notice of the transfer.

I. GENERAL PROVISIONS.

1. Who is covered by this Agreement.

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

2. Modifications to be in writing.

This Agreement may not be amended or modified except in writing signed by the parties, and except with respect to changes in Medicaid coverage's for services supplied under this Agreement or as required by changes in the law.

3. No waiver of rights under this Agreement.

The failure of any party to require the performance of any term of this Agreement or the waiver by either party of any breach under this Agreement shall not prevent a subsequent enforcement of such terms, and shall not be deemed a waiver of any subsequent breach.

4. Applicable law and forum of disputes.

The parties agree that New York law governs the interpretation of this Agreement, and that any litigation regarding this Agreement shall take place in New York State.

WE, THE UNDERSIGNED, HAVE READ, BEEN ADVISED OF, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

J. INFORMATION PROVIDED. Copies of the following information have been given to the resident and the responsible party:

Patient Bill of Rights
Physician's Name, Address and Telephone Number
N.Y. State Dept. of Health "Hot Line" Telephone Number
N.Y. State Office of the Aging Ombudsman Program Telephone Number
Daughters of Sarah Rules and Regulations
Daughters of Sarah Visiting Hours and Responsibilities
An explanation of the R.U.G.S. and P.R.I. Process
Daughters of Sarah Admissions Policy

Accepted: Daughters of Sarah Nursing Home Co. _____
Print or Type

Date: _____
Signature

Accepted: Resident: _____
Print or Type

Date: _____
Signature

Accepted: Responsible Party _____
Print or Type

Date: _____
Signature

ADDENDUM II

BED RESERVATION

BED RESERVATION FOR MEDICAID RESIDENTS.

Because of Hospitalization. If the resident has been at Daughters of Sarah for thirty (30) days, the Home will reserve the resident's bed during a temporary hospitalization if the hospitalization is expected to last no longer than fifteen (15) days. The Home may be able to reserve the bed an additional five (5) days if the patient is expected to return to that bed within such time.

Because of a Leave of Absence. If the Medicaid resident leaves the facility overnight for other than hospitalization (a leave of absence), the Medicaid resident's bed will be reserved if the resident has been in the Home at least thirty (30) days. The resident's bed will be reserved for up to eighteen (18) days and seventeen (17) nights in any twelve (12) month period while the resident is on a therapeutic or personal leave from the facility.

Any payments normally due to Daughters of Sarah shall be promptly remitted during the bed reservation period.

If a resident is not eligible for a bed reservation under this policy, or if the bed reservation has expired and the resident is not yet able to return to the Home. Daughters of Sarah will give priority readmission to that resident over individuals referred for their first admission for the next available and appropriate bed.

If a Medicaid resident is Medicaid ineligible for a reserved bed or the bed reservation has expired, the resident and/or responsible party has the option to pay to reserve the bed privately at the prevailing Medicaid daily rate. Such privately reserved bed will be immediately available to the resident upon his or her return to the facility.

BED RESERVATION FOR VA RESIDENTS.

In the event of the resident's hospitalization or leave of absence, Daughters of Sarah will reserve the bed for any number of days during which the VA agrees to pay the facility the VA- contract charges. If the resident is not eligible for VA-covered reserve bed or the VA-covered bed reservation has expired, the resident and/or the responsible party has the option to pay to reserve the bed privately at the prevailing daily rate. Such privately reserved bed will be immediately available to the resident upon his or her return to the facility.