St. Camillus
SKILLED NURSING · SHORT-TERM REHAB

ADMISSION AGREEMENT

Agreement entered into on _____ by ST. CAMILLUS RESIDENTIAL HEALTH CARE FACILITY and

_____ and/or
Resident/Patient (Print Name) (hereinafter the "Resident")

_____
Responsible Party (Print Name) (hereinafter the "Responsible Party")

The person(s) signing this Agreement as the "*Responsible Party*" are also referred to as the "*Undersigned*". Reference to the Undersigned in the plural also includes the singular. ST. CAMILLUS RESIDENTIAL HEALTH CARE FACILITY is referred to as the "*Facility*".

1. RESPONSIBLE PARTY

A "*Responsible Party*" is an individual who has access to Resident's income, resources and assets. A Responsible Party does not guarantee payment to St. Camillus and is not responsible for paying for the care of a Resident from his/her own personal funds. Instead, a Responsible Party agrees to use the *Resident's* income and resources are used to pay for the Resident's stay at St. Camillus.

The Resident and the Responsible Party confirm that they have informed the Facility of the Resident's current Responsible Party and have provided (or agree to provide) the Facility with copies of all Powers of Attorney, Guardianship Commissions or other documentation authorizing an agent to act for or on behalf of the Resident or to have access to or control of the Resident's assets within ten (10) days of their execution of this agreement.

2. SERVICES PROVIDED BY THE FACILITY

A. SERVICES INCLUDED UNDER THE DAILY BASIC RATE

The following services are provided under the daily basic rate:

1. Room and Board, including special diets as prescribed by your physician;
2. 24-hour Skilled Nursing Care;
3. Assistance and/or supervision when required with activities of daily living, including but not limited to, toileting, bathing, feeding and ambulation assistance;
4. Services of members of the Facility staff performing daily assigned Resident care duties;
5. Social Work services as needed;
6. Therapeutic recreation services with an activities program including but not limited to, a planned schedule for recreational, motivational, social and other activities together with the necessary materials and supplies to make the Resident's life more meaningful;
7. Customarily stocked equipment including, but not limited to crutches, walkers, standard wheelchairs or other supportive equipment, and training in their use, when necessary, unless such item is prescribed by a physician for the regular and sole use by a specific Resident;
8. Standard equipment, medical supplies, and modalities in a quantity usually used in your everyday care including, but not limited to, catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads;
9. General household medicine cabinet supplies including, but not limited to non- prescription medication and materials for routine skin care, oral hygiene and care of hair, except when specific items are medically indicated by a physician and provided by for exceptional use for a specific Resident;
10. Gowns as required by your clinical condition (unless your designated representative elects to furnish them) and laundry services for these and your other launderable personal clothing items;
11. Clean bed linen as needed.

B. CHARGES FOR PHYSICIAN, NURSE PRACTITIONER AND ANCILLARY SERVICES PROVIDED ON A FEE-FOR-SERVICE BASIS

Charges for physician visits, nurse practitioner visits and physician-ordered ancillary services are not included in the private pay daily basic rate. Charges may be billed by the Facility or by the service provider. Medicaid, Medicare, or other third-party payors who have negotiated a rate with the Facility may cover all or some of these services, except for deductibles and co-payments. Physician and ancillary services are normally covered by the Medicaid rate.

The Facility will arrange for physician visits as authorized under this Agreement and for the following ancillary services to be available to the Resident when prescribed by a physician. The following physician-ordered services are available and will be provided by practitioners who meet the applicable licensing, registration, and certification requirements. Currently, except for those services marked by an asterisk (*), the services listed below are covered by Medicaid. The services listed below are not exclusive; other physician-ordered services may also be available.

1. Audiology Services
2. Podiatry Services*
3. Psychiatric or Psychological Treatment
4. Optometric Services
5. Laboratory Services
6. X-ray Services
7. Special Nurse or Companion on Order of Physician*
8. Oxygen and Respiratory Therapy, including equipment
9. Dental Services*
10. Transportation Services*
11. Electrocardiograph (EKG) and Electroencephalograph (EEG)
12. Cobalt therapy, radio-active isotopic scanning, and chemotherapy
13. Medical, orthopedic and surgical devices or supplies ordered by a physician
14. Irrigation equipment and supplies including without limitation colostomy and permanent indwelling catheters, etc.
15. IV therapies
16. Physical therapy, occupational therapy and/or speech therapy as prescribed by a physician administered by our Facility under the supervision of a licensed and currently registered physical therapies
17. Ambulance
18. Tube feeding and supplies
19. Prescription and non-prescription medication not covered under Medicare A or D and/or Medicaid as ordered by the physician and included in facility formulary
20. Other services not set forth under Daily Basic Rate

** Currently not covered by Medicaid or only covered by Medicaid partially or under certain circumstances.*

In addition, if a Resident is covered by Medicare Part A, any and all ambulette services, taxicab services or other transportation services required for outpatient diagnostic visits are not covered services and are solely the responsibility of the Resident.

Current charges for services are maintained and are available upon request or upon admission to the Facility. These charges may be increased periodically due to increased costs.

Medicare Part B will be billed by the Facility for Physical Therapy, Occupational Therapy and Speech Therapy. The cost of tube feeding, and supplies associated with the tube feeding may be billed by a third party directly to Medicare Part B. This includes other medical supplies (i.e., urological, tracheotomy and ostomy supplies, etc.) covered by Medicare Part B. Payment from Medicare Part B will be accepted as payment in full for these services, with no liability to the Resident or Responsible party acting on behalf of the Resident, other than applicable deductible and co-insurance amounts. Those Residents not covered under Medicare Part B or who have their claims rejected, will be responsible for these charges.

Medicare Part D (Prescription Drug Coverage) or a third party will be billed by the vendor pharmacy. The Resident will be responsible for all applicable deductibles and co-payments.

** Copies of all insurance cards, including your pharmacy prescription drug coverage, should be provided to the Admissions Office.*

C. ITEMS/SERVICES NOT INCLUDED IN THE BASIC RATE OR COVERED BY THIRD-PARTY INSURANCE

Certain items and services, such as those listed below, are not covered under the daily basic rate or by Medicaid, Medicare, or insurance plans. They may not be available at the Facility and, if available, must be paid for or charged against the Resident's Trust Account (RTA) account when the cost is incurred.

1. Barber/Beauty Shop services
2. Cable television
3. Newspapers and other periodicals
4. Shoes and clothing
5. Dry cleaning
6. Special transportation for personal use
7. Ambulette services, taxi cabs or other transportation for outpatient diagnostic visits
8. Personal hygiene and grooming articles
9. Stamps
10. Other personal services and supplies
11. Disposable undergarments other than those provided by the Facility, special surgical tape, etc.
12. Other recreation activities (other than those recreation activities included in the Facility's basic rate)
13. Non-formulary drugs (this category is included under Medicare)
14. Guest Meals

The Responsible Party agrees to assist the Resident to the best of their ability to obtain necessary personal items, clothing and effects that are not provided under the daily basic rate. Funds must be available for individual purchases and will be deducted from the Resident Trust Account (RTA) as incurred. The Responsible Party agrees to cooperate in authorizing and funding such expenditures as needed in the event the Resident is unable to do so.

D. ITEMS OR SERVICES EXCEEDING MEDICAID, MEDICARE, VETERANS ADMINISTRATION, OR ANY OTHER THIRD-PARTY INSURANCE BENEFITS

If the Resident qualifies for Medicare, Medicaid, Veterans Administration (VA), or any other third-party insurance coverage, the Facility will accept the Medicare, Medicaid, VA, or third-party insurance rate plus any deductibles, coinsurance and/or Net Available Monthly Income (NAMI) payments as payment in full for care and services covered by such programs. However, when the Resident and/or the Responsible Party on behalf of the Resident requests items or services that are more expensive than or in excess of those covered by Medicare, Medicaid, VA, or third-party insurance, the Resident will be charged the difference between the customary private charge and the value of the items/services covered by Medicare, Medicaid, VA, or third-party insurance. The Facility agrees to notify the Resident and/or the Responsible Party on behalf of the Resident of the extra charge prior to providing the requested items.

E. RESIDENT TRUST ACCOUNT (RTA)

Petty cash must be deposited in the Resident's RTA to cover incidental expenses. The Facility is required to deposit amounts over $50 in an interest-bearing bank account. Quarterly statements will be provided, and account records are available upon request.

Refunds for the balance in the Resident's RTA, less any funds owed to the Facility representing charges not otherwise covered by Medicaid, Medicare, or third-party insurance, will be made to the Resident, or the Resident's legal representative, defined as either the Resident's Power of Attorney or Court Appointed Guardian, after discharge. In the event of the Resident's death, refunds will be made within thirty (30) days to the person or probate jurisdiction administering the Resident's estate. If the County Department of Social Services claims funds from a deceased Resident's personal account as partial refund of Medicaid funds owed, the Facility is authorized by law to deliver such funds.

The Resident or the Resident's legal representative consents to the Facility's withdrawal of undisputed amounts owed to the Facility from the Resident's RTA prior to returning the balance to the person administering the Resident's estate or to the County Department of Social Services. For purposes of this agreement, an "undisputed amount" shall be defined as any and all outstanding charges not covered by the Medicaid or Medicare Program as referenced above, for which the Resident or his/her legal representative have been billed

by the Facility but have not submitted a written dispute to the Facility's Administration within thirty (30) days of their receipt of same.

If an account in the Resident's name is held with an external bank, the Resident and/or the Responsible Party hereby agrees to execute an Assignment of Deposit Balances on the form attached to assign the Facility any remaining amounts owed for services.

3. THE RESIDENT'S PAYMENT AGREEMENT

A. OBLIGATION TO PAY OR TO ARRANGE FOR PAYMENT

The Resident and/or the Responsible Party on behalf of the Resident agree to pay for, or arrange to have paid by Medicaid, Medicare or other insurers, all services provided by the Facility under this Agreement, and to pay third party deductibles, coinsurance or monthly income to the Facility as required. The Resident and/or the Responsible Party on behalf of the Resident personally agree to pay the applicable daily basic rate (private pay rate), pharmacy charges and other non-covered charges to the Facility from the Resident's funds, resources and assets after any Medicare Part A or other plan coverage has been applied or exhausted unless and until the Resident is determined to be Medicaid eligible and Medicaid covers such charges. The Resident and/or the Responsible Party on behalf of the Resident agree to pay the private pay rate while a Medicaid application is pending and if the Medicaid application is denied for any reason. The Resident and/or the Responsible Party on behalf of the Resident accept the duty to ensure continuity of payment, which includes the duty to arrange for timely Medicaid coverage, if and when Medicaid coverage becomes necessary.

Specifically, the Resident and/or the Responsible Party on behalf of the Resident agree to pay, or arrange for the timely payment of the Facility's current daily basic rate (the private pay rate) for accommodation of a rehab, brain injury or skilled nursing private/semi-private room in the Facility, (room rates are attached), for physician and ancillary medical services (as outlined above in *Section 2-B*); any applicable deductibles or coinsurance; and for individual purchases and services as set forth in *Section 2-C*. The Resident and/or the Responsible Party understand that room/unit transfers and hospital stays less than thirty (30) days do not invalidate this Agreement.

If the Resident qualifies for Medicaid, Medicare, Veterans Administration (VA) coverage or for coverage by an insurance carrier or benefit plan with which the Facility has negotiated a daily basic rate, the Facility will accept such payor's daily basic rate for services and supplies covered by such third-party payors, with the understanding that payment of all applicable deductibles, coinsurance and copayments due to the Facility shall be paid by the Resident. Charges for additional physician-ordered services are payable directly to the provider of services.

In the event the Resident is accompanied by or assisted by his or her spouse before, at, and/or after the Resident's admission to the Facility, the Facility has considered and taken into account the spouse's credit and representations that either he or she will timely and dutifully pay or arrange for payments of the Resident's obligations to the Facility for the services provided to the Resident by the Facility, should the Resident not have the sufficient means to meet his or her payment obligations to the Facility.

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

The Resident hereby directs the Responsible Party and the Resident's agent(s) under Power(s) of Attorney: (1) to ensure that all payment obligations under this Agreement are met from the Resident's assets; (2) to cooperate in obtaining Medicaid coverage, if necessary to meet the Resident's obligations under this Agreement; and (3) to manage the Resident's assets responsibly, including refraining from using the Resident's assets in such a way that the Facility is placed in a position where it cannot receive payment from either the Resident's funds or Medicaid.

C. PREPAID AMOUNTS AND SECURITY DEPOSITS

While payment of a security deposit is not a condition to the Resident's admission to the Facility, the Resident and/or the Responsible Party are encouraged to prepay a sixty (60) day deposit at the daily basic rate. The daily basic rate for the current month and one (1) month security will be applied from this prepayment. The balance will be held as a security deposit for payment of the financial obligations of the Resident under this Agreement. Prepaid funds held more than sixty-one (61) days will be kept in an interest-bearing account. The Facility is legally entitled to deduct from the security deposit paid a fee of 1% per year as an administrative cost.

The Resident and/or the Responsible Party on behalf of the Resident authorizes the Facility to make deductions from this security deposit to pay delinquent charges, if any, and reasonable attorney fees incurred in the collection of delinquent charges. Immediately after any such deduction, the Resident is obligated to restore

the amount deducted so that the security deposit will always amount to one (1) month of the then current daily basic rate.

Refund of Deposit. Upon the Resident's discharge, the deposit will be applied to cover outstanding amounts owed on the Resident's account to the Facility. Any unused portions of the deposit will be refunded to the Resident and/or the Responsible Party, or to the person or probate jurisdiction administering the Resident's estate.

ADDITIONAL CHARGES AND INCREASES IN THE DAILY RATE

The Facility will assess no additional charges beyond the daily rate except: (1) upon express written orders of the treating physician for specific services and supplies not included in the daily basic rate; or (2) where a health emergency requires the furnishing of special services or supplies.

The daily basic rate is subject to increases due to increased costs of maintenance and/or operation. The Facility agrees not to increase the daily basic rate except:

1. due to the increased costs of maintenance and/or operation, following thirty (30) days prior written notice to the Resident and/or Responsible Party or
2. upon express written approval and authority of the Resident or the Responsible Party

D. INSURANCE DISCLOSURE

The Resident and/or the Responsible Party on behalf of the Resident agree to inform the Facility of all potential third-party payors. Medicaid reimbursement is contingent on the Facility having sought payment from any and all other liable third parties first.

The Resident and/or the Responsible Party on behalf of the Resident agree to provide information pertaining to all potential third-party payors and agree either: (1) to provide proof that arrangements for coverage have been made; or (2) to provide the Facility with the information and authorization for the Facility to seek third-party coverage.

E. DEDUCTIBLES AND CO-INSURANCE

The Resident and/or the Responsible Party on behalf of the Resident understand and agree that the payment obligations under this Agreement include payment of any and all deductibles and/or co-insurance required by Medicare or other insurers and agree to meet these obligations.

F. MEDICAID COVERAGE OBLIGATIONS

1. Duty to Pay Private Rate Until Medicaid Covered

Except where Medicare or other insurance covers the daily basic rate, the Resident and/or the Responsible Party on behalf of the Resident agree to pay the private pay rate unless and until Medicaid coverage is obtained. Currently, upon Medicaid eligibility, Medicaid will cover no more than three (3) months prior to the month in which the Medicaid application is filed (assuming the Resident is otherwise Medicaid eligible at that time). Prior to being determined Medicaid eligible, and/or if Medicaid eligibility is denied, the Resident and/or the Responsible Party on behalf of the Resident agree to pay the private pay rate. If Medicaid eligibility is established and covers any retroactive period for which the private pay rate was paid, the Facility agrees to refund or credit any amount in excess of a Net Available Monthly Income (NAMI) amount owed during the covered period.

The Resident and/or the Responsible Party on behalf of the Resident agree to refrain from using the Resident's assets in such a way as to render the Resident ineligible for Medicaid benefits unless payment of the daily basic rate is made. If the Resident's liquid assets are exhausted or unavailable prior to Medicaid coverage, the Resident and/or the Responsible Party on behalf of the Resident agree to pay the Resident's monthly income to the Facility as partial payment of the daily basic rate.

2. Duty to Arrange for Timely Medicaid Application

The Resident and/or the Responsible Party on behalf of the Resident agree to monitor the Resident's resources and to notify the Facility as to the anticipated time when the Resident will have spent down his/her resources to the Medicaid resource level. The Resident, and the Responsible Party on behalf of the Resident, agree to file timely file or initiate and complete a Medicaid Application or to cooperate with the Facility staff in the filing of a timely and complete Medicaid Application to ensure uninterrupted payments to the Facility. The Resident and the Responsible Party on behalf of the Resident agree to notify the Facility as to when the Medicaid application is filed and to provide complete information and documentation to the appropriate County Department of Social Services within all time frames required.

For purposes of this Agreement, "cooperate" means that, at the request of the Facility and the Facility's agent or contractor, the Resident and/or the Responsible Party shall provide all necessary information, documentation, signatures, authorizations, or other materials required by the Department of Health and/or the

Medicaid agency. Failure to cooperate on the part of the Resident and/or the Responsible Party shall be grounds for discharge as set forth in this Agreement.

3. Monthly Income Payments Under Medicaid

The Medicaid eligible Resident and/or the Responsible Party on behalf of the Resident understand that the County Department of Social Services will determine and require the Resident's Net Available Monthly Income (or "NAMI") to be paid to the Facility as part of the Medicaid rate. The Resident and/or the Responsible Party on behalf of the Medicaid Resident agree:

a. to pay the NAMI to the Facility by the 15th day of each month or to arrange for the income payor to send the monthly income directly to the Facility; and

b. to pay *estimated* NAMI to the Facility while an application for Medicaid benefits is pending; and

c. that if the NAMI amount is disputed, the disputed portion of the NAMI will be paid directly to an escrow agent or account on or before the 15th day of each month, and to pay the undisputed portion to the Facility by the 15th of each month. The Parties agree that funds held in escrow will be released according to the determination of the agency or court reviewing the NAMI.

4. Release of Medicaid Information to the Facility

To facilitate the Medicaid application and annual recertification, the Facility requests authorization to have access to the Resident's Medicaid application and recertification file. Agreement to such authorization, either to take effect now or only if this Agreement cannot be met without such authorization. Such authorization will permit the Facility to receive copies of all correspondence regarding the Medicaid application, to assist with the application process, and to communicate with the Medicaid Office.

If the Resident, the Responsible Party, and/or the Resident's family requests the Facility's assistance with filing the Medicaid application or with an appeal of a Medicaid denial, the Resident, the Responsible Party, or a family member may authorize the Facility to act on his/her behalf in the Medicaid process. The Facility's ability to assist in the Medicaid process, however, will depend on receiving timely financial and other required documentation regarding the Resident's income and resources from the Resident, the Responsible Party, or the Resident's family as set forth in this Agreement.

5. Semi-Private Room

If the Resident occupies a private room and ceases to pay the private room rate, or if and when the Resident becomes Medicaid eligible, he/she agrees to move to a semi-private room unless a private room is medically necessary.

4. THE RESPONSIBLE PARTY'S OBLIGATIONS TO THE FACILITY

A. TO MEET PAYMENT OBLIGATIONS

In consideration of the fact that the Responsible Party cannot otherwise provide adequate nursing care to the Resident and wishes to facilitate the Resident's admission to the Facility, the Responsible Party shall ensure the continuity of payment to the Facility for the cost of the Resident's care. Unless the Responsible Party is otherwise obligated by law to pay for the Resident's care, he/she is not required to use his/her personal resources to pay for such care. However, if necessary to meet the payment obligations to the Facility and without incurring the obligation to pay from the Responsible Party's own funds, the Responsible Party shall timely remit payment of the daily basic rate, pharmacy charges and related non-covered charges to the Facility from the Resident's funds and resources (where Medicare Part A or other coverage is not available) unless and until Medicaid covers such charges.

B. MEDICAID OBLIGATIONS

Because the Resident's payment obligations under this Agreement include the duty to arrange for timely and continued Medicaid coverage if and when such coverage becomes necessary to meet the terms of this Agreement, the Responsible Party also agrees to be contractually responsible for the following:

1. To Make Timely and Complete Medicaid Application

The Responsible Party agrees to cooperate in obtaining timely Medicaid coverage:

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

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

(c) by providing complete information and documentation to the appropriate County Department of Social Services within the time frames required for such submissions;

(d) by refraining from using the Resident's assets in such a way as to render the Resident ineligible for Medicaid benefits unless payment at the private-pay daily rate is made.

1. To Pay Monthly Income

If the Resident's Medicaid application is pending and the Resident's assets are depleted or not currently available, the Responsible Party shall ensure timely and uninterrupted payment of the Resident's monthly income to the Facility as partial payment toward the private pay rate owed.

Once Medicaid eligibility is established, the Responsible Party either: (1) timely remits payment of the Resident's monthly income (NAMI) to the Facility as directed by the County Department of Social Services; or (2) agree to arrange for the direct mailing of the Resident's income to the Facility at the Facility's address. If the NAMI amount is disputed, the Responsible Party agrees to place the disputed amount in escrow and deliver the undisputed amount pursuant to *Section 3.G-3* above.

2. To Ensure Medicaid Recertification

If and when the Resident becomes Medicaid eligible, the Responsible Party agrees to coordinate and ensure the Resident's timely Medicaid recertification each year by providing timely the required information and documentation regarding the Resident's assets and income to the appropriate County Department of Social Services and to the Facility's Business Office.

3. To Disclose Transfers by the Resident

The Resident and the Responsible Party understand that the Resident's ability to qualify for Medicaid coverage could be impaired by certain transfers of assets or income by the Resident. They further understand that the purchase by the Resident or the Resident's spouse of an annuity contract, life estate interest in a home, loan, promissory note or mortgage will be considered a transfer under certain circumstances for Medicaid eligibility purposes. The Resident and the Responsible Party each separately warrant and represent the following:

(a) Except as set forth on the attached Income Asset Information Form, the Resident and the Responsible Party do not have any knowledge of transfers by the Resident or by the Resident's spouse within the last five (5) years, (i) of assets for less than their fair market value, or (ii) to a trust of which the Resident is a beneficiary.

(b) Except as set forth on the attached Income Asset Information Form, the Resident and the Responsible Party do not have any knowledge of the purchase by the Resident or by the Resident's spouse of an annuity contract, life estate interest in a home, loan, promissory note, or mortgage within the last five (5) years.

5. TRUTHFULNESS OF INFORMATION PROVIDED

The Resident and the Responsible Party each separately acknowledge the Facility's reliance on the financial and insurance information submitted to the Facility, including the disclosure of transfers by Resident provided on the attached Income Asset Information Form, and warrant that it is true, correct, complete and accurate in all material respects and contains no known material omissions. By signing this Agreement, the Resident and the Responsible Party acknowledge that the Facility relies on such information, and they agree to pay all damages directly or indirectly resulting from their misrepresentation of information provided to **ST. CAMILLUS RESIDENTIAL HEALTH CARE FACILITY**, including but not limited to reasonable attorney's fees.

6. LATE PAYMENTS AND NONPAYMENTS

A. LATE CHARGES

An eighteen percent (18%) per annum fee or the maximum amount allowed by law, whichever is less, will be assessed on all accounts owed by the Resident and/or the Responsible Party under this Agreement which are overdue more than thirty (30) days.

B. DISCHARGE FOR NON-PAYMENT

After appropriate notice and discharge planning, the Resident may be discharged for nonpayment of sums due from Resident and/or the Responsible Party under this Agreement, including, but not limited to, nonpayment of NAMI by a Medicaid covered Resident. See also *Section 7* below.

C. COLLECTION COSTS, INTEREST AND ATTORNEY FEES

In case of non-payment of sums due under the terms of this Agreement, the Resident agrees to pay interest as set forth above and collection fees, including but not limited to reasonable attorney fees incurred by the Facility in enforcing the terms of this Agreement.

7. RETENTION AND DISCHARGE

A. NOTICE TO FACILITY OF NON-EMERGENCY DISCHARGE

If the Resident wishes to leave the Facility for reasons within his/her control, the Resident and/or the Responsible Party agree to give the Facility seven (7) days advance notice in writing. For privately paying Residents, the Resident and/or the Responsible Party on behalf of the Resident agree to pay from the Resident's funds the daily basic rate for one (1) day beyond the discharge date if such notice is not given.

The temporary or permanent absence of the Resident from the Facility (a) following discharge, (b) while Resident is on written leave or pass, (c) while Resident has signed out from the Facility at the appropriate nursing station or upon Resident's failure to sign-out, (d) while the Resident is a patient at another health facility or (e) while the Resident is attending a function outside the Facility not conducted by the Facility, shall relieve the Facility, its management and personnel from responsibility to Resident during the period of such absence and the Facility, its management and personnel shall not be liable to the Resident for any matter or thing whatsoever occurring during the period of such absence including, with limitation, any damage to, or loss of, any Resident's property that accompanied the Resident on any such absence.

If the Resident and/or the Responsible Party on behalf of the Resident, should request the Resident's discharge from the Facility without the approval of his/her personal physician and the Resident is discharged pursuant to such request, the Facility, its management and personnel shall be relieved from any responsibility to the Resident after such discharge and shall not be liable to the Resident for any matter or thing whatsoever occurring by reasons of or subsequent to such discharge.

B. INVOLUNTARY DISCHARGE

1. Discharge for Nonpayment

The Facility may discharge a Resident for nonpayment upon appropriate prior notice. Nonpayment occurs upon a failure to pay privately for the Resident's stay or to have it paid for by Medicare, Medicaid, or other third-party coverage. Nonpayment for a Medicaid-covered Resident occurs if the Net Available Monthly Income (NAMI) is not paid.

2. Other Bases for Involuntary Discharge

The Facility may also transfer or discharge a Resident involuntarily: (1) when the interdisciplinary care team, in consultation with the Resident or the Resident's Responsible Party, determines that the transfer or discharge is necessary for the Resident's welfare and the Resident's needs cannot be met after reasonable attempts at accommodation in the facility; (2) because the Resident's health has improved and he/she no longer needs nursing facility services; (3) the health or safety of others in the facility would be endangered, the risk to others is more than theoretical and all reasonable alternatives to transfer or discharge have been explored and have failed to safely address the problem; or (4) if the Facility closes.

A Resident's indictment and/or conviction for any misdemeanor or felony shall constitute endangerment of the safety and health of individuals in the Facility and shall be grounds for immediate discharge.

3. Notice of Discharge

The Facility will give the Resident and/or the Responsible Party thirty (30) days' notice prior to involuntary discharge of the Resident unless: (i) the health or safety of others in the Facility is jeopardized; or (ii) the Resident's urgent medical needs necessitate a prior transfer or discharge; or (iii) the Resident has not resided in the Facility for thirty (30) days. In such cases, appropriate notice will be given as soon as practicable.

4. Room/Unit Transfer

The Facility shall have the right, upon determination by the Interdisciplinary Care Team and consultation with the Resident, the Responsible Party and, if known, the next-of-kin, to make an administrative room/unit transfer within the Facility. The Facility shall give the Resident, the Responsible Party and, if known, the next-of-kin, prompt prior notice of such room/unit change or change in roommate assignment. A room/unit transfer shall be effective immediately, without prior notification where: (1) the Resident requested or agreed to the room change; (2) the medical condition of the Resident required an immediate change; or (3) an emergency situation develops.

Placement in a rehabilitation designated bed is considered short stay and is not designed as a permanent residence. The length of stay is determined by the Resident's clinical condition and the comprehensive

assessment completed by the Interdisciplinary Care Team in conjunction with the Resident/Responsible Party. Once the level of necessary care is determined, in collaboration with the interdisciplinary team, the Resident will be transferred to an appropriate setting. The appropriate setting may include an alternate care setting, a private residence in the community, or a St. Camillus Long Stay bed that most appropriately and accurately meets the Resident's needs.

The ultimate goal of our sub-acute rehab program is to ensure the most appropriate and best placement options for all Residents.

D. REFUND POLICY

If the Resident leaves the Facility as a result of discharge for reasons beyond the control of the Resident, the Responsible Party and/or next of kin, any and all money and/or property transferred and paid over by him/her to the Facility which has not been used to meet the payments due to the facility through the Resident's last day at the Facility shall be returned to the Resident, the Responsible Party or next-of-kin, as applicable, within thirty (30) days (with the exception of accounts that are awaiting final insurance charges and/or payment). If the Resident's transfer or discharge is for reasons within his/her control, or within the control of the Responsible Party or next-of-kin, the facility shall retain from any pre-payment made for or on behalf of the Resident an amount not in excess of one day's room and board, in addition to any amount due for services already furnished.

In the event the Resident dies, the Facility will endeavor to notify the representative and/or next-of-kin and it is expected that the family will promptly provide for and bear the expense of burial. However, if the family does not promptly do so, the facility shall have the right to notify the Public Administrator to handle the transfer out of the facility and to make burial arrangements. In the event of the Resident's death, all funds and personal property shall be returned to the individual administering the Resident's estate and/or the Public Administrator pursuant to Medicaid regulations. If the facility is not notified within thirty (30) days of the Resident's death of the appointment of a personal representative of the Resident's estate, the Facility shall transfer any personal property of the Resident to the County Public Administrator.

8. BED RESERVATION POLICY

Policy. In the event that the Resident is temporarily absent from St. Camillus for hospitalization or a medically necessary therapeutic leave, the Resident may be entitled to a bed hold. A copy of St. Camillus' current bed hold policy is provided to the Resident and/or Responsible Party upon admission. The bed hold policy is subject to change from time to time, consistent with applicable regulations.

Private pay bed holds. If the Resident's stay is private pay or covered by Medicare, the Resident's bed will be held during a hospitalization or therapeutic leave, if requested by the Resident and/or Responsible Party, in accordance with St. Camillus' bed hold policy. The Resident and/or Responsible Party will be charged the Daily Basic Rate for each day the bed is held.

9. PERSONAL PROPERTY

The Facility has policies and procedures to provide reasonable security for the Resident's personal property. Nevertheless, no nursing facility is as secure as one's home because of the number of people with access to living space and the number of Residents with diminishing capacity to safeguard their own property from being misplaced, lost, or mixed up with another's. As such, it is strongly recommended that valuable items **not** be stored in the Facility.

The Resident and Responsible Party agree to arrange for disposition of the Resident's property upon discharge. The Facility may dispose of property left more than thirty (30) days after discharge or death.

10. CONSENTS AND AUTHORIZATIONS

By signing this Agreement, the Resident, or the Responsible Party on behalf of the Resident, provide the Facility with the following consents or authorizations:

A. PHYSICIAN AND NURSE PRACTITIONER VISITS

1. A physician is authorized to visit the Resident at least once every thirty (30) days for the first ninety (90) days and either a physician or a nurse practitioner is authorized to visit the Resident at least once every sixty (60) days thereafter, and as often as necessary to address the Resident's medical care needs.

2. Companions are permitted with the approval of the Administrator and Director of Nursing Services. The Facility assumes no obligation to the companion. All companions will be required to adhere to all the rules and regulations of the Facility. The Facility assumes no legal or other responsibility or obligation with respect to companions (or the services they provide).

3. The Resident and/or the Responsible Party agree to permit the Facility to conduct a comprehensive assessment of the Resident as often as required by law and/or payor rules. Regardless of legal

requirements or payor rules, the Resident agrees to permit the Facility to conduct comprehensive assessments no later than fourteen (14) consecutive calendar days after the date of admission; promptly after a significant change in the Resident's physical, mental or psychosocial condition, and not less often than every twelve (12) months. The Resident and/or the Responsible Party agree to permit the Facility to conduct an initial screening of the oral health status of the Resident within forty-eight (48) hours of admission (or as otherwise required by law or payor rules).

4. The Resident may be temporarily transferred by the Facility to a general or specific hospital for surgical or medical care, which the Facility is unable to provide, at the express expense of the Resident or of Medicare, Medicaid, or another third-party payor. The Facility will endeavor to give prior notice of such transfer to the Responsible Party and/or next of kin when feasible, but such transfer may be without notice in case of an emergency.

5. The Facility's policies recommend all Residents to be immunized (pneumovax and influenza vaccine) on a yearly basis by physician order. The Resident and/or the Responsible Party hereby agree to abide by this policy.

B. CONSENT FOR TELEMEDICINE

Telemedicine involves the use of electronic communications to allow health care providers at different locations to obtain individual patient medical information for the purpose of improving and providing patient care. Providers may include primary care practitioners, specialists, and/or subspecialists. The information exchanged may be used for diagnosis, therapy, follow-up, data analytics and/or education. Telemedicine is provided using many different means of technology, including two-way audio or video communication, remote patient monitoring, and mobile health. Please ask if you have any specific questions regarding the technology used during your visit.

Electronic systems used for your visit incorporate network and software security protocols in compliance with HIPAA to protect the confidentiality of patient identification and imaging data. These measures will be used to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

1. Benefits of Telemedicine

The potential benefits of a telemedicine consultation include the following: You may not need to travel to a distant specialist/consultant location; you have access to a specialist you may not otherwise be able to see; and your health care providers can provide more efficient medical evaluation and management.

2. Risks of Telemedicine

Although uncommon, there are potential risks to telemedicine that are in addition to the risks associated with any medical care. These risks may include, but are not limited to: In rare cases, information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate medical decision making by the health care providers; delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment; and in very rare instances, security protocols could fail, causing a breach of privacy of personal medical information.

3. Telemedicine Acknowledgement

You or your health care provider(s) may discontinue the telemedicine visit if it is felt that the technological connections are not adequate for your situation, in which case continued care may mean traveling to the location of the distant health care provider. There are procedures in place in case of technical breakdown or clinical emergencies.

I understand that my health care provider is located at a distant location, but some parts of my exam may be conducted by individuals at my location in the direction of the distant health care provider.

I understand that there may be individuals working with or near the distant health care provider who I may not see on any video conference or hear on any audio conference and understand these individuals are bound to the same confidentiality standards as my health care provider.

I understand that I have the right to withhold or withdraw my consent to the use of telemedicine during my care at any time, without affecting my right to future care or treatment.

I understand that telemedicine may involve electronic communication of my personal medical information to other medical practitioners who may be located in other areas, including out of state.

I understand that it is my duty to inform my health care provider of electronic interactions regarding my care that I may have with other health care providers.

I understand that I may expect the anticipated benefits from the use of telemedicine in my care, but that no results can be guaranteed or assured.

I understand that if desired, I can request and receive from St. Camillus RHCF a copy of the telemedicine provider's current Notice of Privacy Practices.

I have read and understand the information provided above regarding telemedicine and all my questions have been answered to my satisfaction. I hereby give my informed consent for the use of telemedicine in my medical care.

C. IDENTIFIABLE HEALTH INFORMATION

The Facility may use and disclose the Resident's personally identifiable health information for treatment, payment, and health care operations, or as required by law.

Authorization hereby is granted to the Facility to release, without any liability whatsoever on its part, any and all of the medical records of, and any personal information concerning the Resident to: (a) the Resident; (b) any of the Resident's physicians; (c) any other Facility upon the Resident's proposed or actual transfer thereto; (d) any insurance company processing a claim by the Resident or by the Facility under a policy issued to the Resident by such insurance company; and (e) Medicare and Medicaid. Any of the Resident's physicians and any other health care facility where the Resident resided hereby are authorized, without any liability on their part, to furnish the Facility with medical records and any personal information concerning the Resident that the Facility may request.

The Resident may refuse the release of his/her personal records to any individual, group or organization outside the Facility except in case of transfer of the Resident to another health care institution or as required by law or as required to receive benefits under the aforementioned third-party insurance contracts or other third-party insurance contracts as permissible under law.

D. RESIDENT PHOTOGRAPH

The Facility may take the Resident's facial photograph to use as identification.

E. MANAGED CARE PARTICIPATING PROVIDERS

The Facility may use participating physicians, ancillary service providers and suppliers if required by the Resident's insurer to obtain full benefit coverage, unless the Resident specifically requests a non-participating provider. Use of non-participating providers may require private payment.

F. ASSIGNMENT OF BENEFITS

The Resident or the Responsible Party on the Resident's behalf requests the Facility to claim payment for authorized Medicare or other insurance-covered services received during the Resident's stay at the Facility and authorize release of information necessary for the Facility and/or such physicians or other providers to claim and receive such payments on the Resident's behalf. (A separate assignment of benefits may also be required by the plan or program.)

G. MEDICAL AID IN DYING (MAID)

St. Camillus is committed to providing compassionate, person-centered care, including palliative care, pain and symptom management, psychosocial support, and spiritual care. St. Camillus has elected **not to participate in Medical Aid in Dying (MAID)** as authorized under New York State Public Health Law Article 28-

Accordingly, MAID-related activities, including the prescribing, dispensing, storage, preparation, or self-administration of MAID medication, may not occur within the Facility, and Facility staff, practitioners, volunteers, students, and agents may not participate in MAID activities while acting on behalf of the Facility.

Residents who inquire about MAID will be treated with dignity and respect and will continue to receive all medically necessary care and services. Upon request, the Facility will provide information regarding palliative care, hospice services, pain and symptom management, and other end-of-life options. If a resident wishes to pursue MAID through another provider, the Facility will cooperate with transfer planning and the release of medical records as permitted by law.

No resident will be denied care, services, respect, dignity, or access to medically necessary treatment because of an inquiry about, interest in, or decision to pursue MAID through another provider.

11. FACILITY RULES

The Resident and the Responsible Party agree to abide by the Facility's rules and regulations, and to respect the dignity, personal rights and property of Residents, visitors, and staff.

A. NON-DISCRIMINATION POLICY

The Facility admits and treats Residents without regard to race, color, creed, religion, national origin, sex, age, disability, sexual preference, marital status, genetic disposition, carrier status, veteran status, blindness, handicap, sponsorship, immigration status, any legally protected class or source of payment. This Agreement further provides that no Resident shall be excluded from participation in, or be denied the benefits of, or be

subject to discrimination under any program or activity conducted by or in the Facility affecting the care or treatment of any of its Residents.

In addition, the facility does not discriminate and does not permit discrimination, including, but not limited to, bullying, abuse, harassment, or differential treatment based on actual or perceived sexual orientation, gender identity or expression, or HIV status, or based on association with another individual on account of that individual's actual or perceived sexual orientation, gender identity or expression, or HIV status. Individuals may file a complaint with the office of the New York State Long-Term Care Ombudsman Program by calling 1-855-582-6769 if they believe that they have experienced this kind of discrimination. The facility complies with all pertinent federal, state, and local laws, regulations, codes, standards and principles including but not limited to protection of human subjects of research, fraud and abuse and the public health law, mental hygiene law, social services law and the education law of the state of New York.

12. GENERAL PROVISIONS RELATING TO THIS AGREEMENT

A. WHO IS COVERED BY THE AGREEMENT

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

B. MODIFICATIONS TO BE IN WRITING

This Agreement may not be amended or modified except in writing signed by the Facility and the Resident and/or the Responsible Party, except for: (1) increases in charges as set forth in this Agreement; and (2) modifications required by changes in the law. Modification to this Agreement necessitated by changes in statutory or regulatory law (state or federal) or their interpretations are deemed to become part of this Agreement.

C. WAIVER OF RIGHTS UNDER THIS AGREEMENT

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

D. SEVERABILITY OF CERTAIN PROVISIONS

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

E. ENTIRE AGREEMENT

This Agreement with all Consents, Authorizations and Attachments hereby incorporated herein contains the entire agreement between the parties.

F. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of New York. Any action arising out of or relating to this Agreement will be brought in the Supreme Court located in Onondaga County, State of New York. The Resident and the Responsible Party consent to the jurisdiction of such Court.

G. SIGNATURES

Your signature below shall indicate that you have carefully reviewed and fully understand the contents of this agreement and agree to be bound by the terms hereof. This agreement may be executed in counterparts with all of such counterparts, when taken together, having the same effect as if only a single agreement has been executed. Facsimile, e-mail, or electronic signatures below shall be deemed original and shall have the same force and effect as original signatures. The Facility may choose to maintain solely scanned or electronic versions of this agreement.

WE, THE RESIDENT AND RESPONSIBLE PARTY, HAVE READ, BEEN ADVISED OF, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Accepted on (date): _____

_____	_____
Signature (or mark) of Resident	*Printed Name (or mark) of Resident*
_____	_____
Signature of Responsible Party	*Printed Name of Responsible Party*