

Sapphire Nursing and Rehabilitation at Goshen

ADMISSION AGREEMENT

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Sapphire Nursing and Rehabilitation at Goshen

ADMISSION AGREEMENT

Agreement entered on _____, 2019 between Sapphire Nursing and Rehabilitation at Goshen (also referred to as the "Facility") and

(Resident)

and

(Responsible Party)

THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

1. NON-DISCRIMINATION

THE FACILITY DOES NOT DISCRIMINATE BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEXUAL PREFERENCE, GENDER, BLINDNESS, DISABILITY, SPONSORSHIP IN ADMISSION, SOURCE OF PAYMENT, AGE, OR AS OTHERWISE PROHIBITED BY LAW WITH RESPECT TO THE ADMISSION, RETENTION AND CARE OF RESIDENTS.
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2. SERVICES PROVIDED BY THE FACILITY

2.1 **Services Included Under The Daily Basic Rate.** The following services are provided by the Facility under the daily basic rate:

- (a) Lodging in a non-private room;
- (b) Board, including therapeutic or modified diets, as prescribed by a physician (but excluding artificial hydration and nutrition);
- (c) Twenty-four (24) hour per day nursing care;
- (d) Fresh bed linens as required;
- (e) Hospital gowns or pajamas as required and regular non-dry cleaning laundry services for these and other launderable personal clothing items;
- (f) General household medicine cabinet supplies, including non-prescription medications, material for routine skin care, oral hygiene, care of hair, except for specific items that are medically indicated and needed for exceptional use for a specific Resident;

- (g) Assistance and/or supervision when required with activities of daily living, including toileting, bathing, feeding and ambulation assistance (but excluding continuous one on one supervision);
- (h) Services of members of the Facility staff performing their daily assigned patient care duties;
- (i) The use of customarily stocked equipment, including crutches, walkers, 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;
- (j) The use of all equipment, medical supplies and modalities usually used in the everyday care of the Resident, including catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads;
- (k) An activities program, including a planned schedule for recreational, motivational, social and other activities, together with the necessary materials and supplies;
- (l) Social services as needed; and
- (m) Physical, occupational, speech and respiratory therapies, provided in accordance with a maintenance program (but not such therapies provided in accordance with a restorative program).

2.2 **Anticipated Services**

It is anticipated that the Resident will initially require the following level of care:

- Long Term Care
- Sub-Acute Care*

* The Facility defines sub-acute care as goal oriented, comprehensive, inpatient care designed for an individual who has an acute illness, injury, or exacerbation of a disease process. It is generally rendered at the Facility immediately after, or instead of, acute hospitalization. Sub-acute care lasts for a limited time or until a condition is stabilized or a predetermined treatment course is completed.

Residents admitted for sub-acute care services are admitted with the expectation that, unless continued placement in the Facility is medically appropriate, they will be discharged once short term services are no longer required. It is the mutual objective of the Resident and the Facility that the Resident returns to his/her home or a less restrictive setting, if appropriate. The Resident and his/her Responsible Parties agree to facilitate discharge as soon as medically appropriate, and hereby represent and agree that they will work with the Facility staff to secure an appropriate and timely discharge.

Note: Residents admitted for sub-acute care are responsible for any charges that may accrue after termination of their third party coverage if they remain in the Facility for any reason.

In the event the Resident is admitted for sub-acute services and thereafter requires long term care placement due to his/her health condition, an intra-facility room change or transfer to a more appropriate setting may be necessary. Any such room change shall be carried out in accordance with applicable law and the Facility's policies and procedures.

2.3 **Physician And Ancillary Services**

Charges for physician visits and physician-ordered ancillary services are not included in the daily basic rate. Charges may be billed by the Facility or directly by the provider of the service. The Resident is not obligated to pay for services paid for by Medicaid, Medicare (or other third party payor) except for deductibles and co-payments. Medicaid eligible Resident's physician services are normally covered by Medicaid.

A listing of charges for ancillary services and prescription drugs which are provided by the Facility but which are not included in the daily basic rate is available to the Resident at the office of the Facility's administrator.

The Facility will arrange for physician visits, including by phone or video, as authorized under this Agreement and for ancillary services to be available to the Resident when prescribed by a physician. These services will be administered or supervised by practitioners affiliated with and/or approved by the Facility who meet the applicable New York licensing, registration and certification requirements.

The following ancillary services are normally covered by Medicare or Medicaid:

- (a) Restorative Physical Therapy
- (b) Restorative Audiology Services
- (c) Restorative Occupational Therapy
- (d) Speech Therapy
- (e) Podiatry Services
- (f) Psychiatric or Psychological Treatment
- (g) Optometric Services
- (h) Laboratory Services
- (i) Radiology Services
- (j) Electrocardiography Services
- (k) Oxygen Therapy
- (l) Dental Services

The Facility is responsible for furnishing directly, or arranging for, certain services for its residents. In arranging for the provision of such services, the Facility is required to enter into arrangements with outside providers. Further, in entering into such an arrangement, the Facility must exercise professional responsibility and control over the arranged-for services. In that regard, all services that the Resident requires must be provided by the Facility or an outside provider approved by the Facility. Resident is liable for all charges incurred by providers not approved by the Facility.

2.4 **Transportation Services.** Medicare will usually cover ambulance services that are medically necessary while Medicaid will usually cover ambulette services. In addition, some (although not many) managed care plans and third party insurance policies may provide coverage for certain transportation costs. The Resident will be responsible for payment of transportation costs that are not covered by Medicare, Medicaid or insurance carrier.

2.5 **Outside Services.** If the Resident desires to engage the services of an outside dentist, physician or other consultant, and the use of that consultant was not ordered by a Facility physician, the Resident is responsible for all costs associated with those services, including professional fees to the extent those fees are not covered by Medicaid, Medicare or an insurance carrier and accompanying Facility personal when transportation off-site with supervision is required. The Resident agrees to hold Facility harmless for any and all harm, injury, damage or loss the Resident might incur while away from the Facility unaccompanied by any Facility staff members.

2.6 **Prescription Drugs; Medicare Part D.** Charges for drugs prescribed by a physician are not included in the daily basic rate. To the extent that prescription drug charges are not covered by Medicaid, Medicare or insurance carrier, they must be paid by the Resident. A Resident eligible for Medicare Part D coverage agrees to enroll in a Medicare Part D prescription drug plan which has a contract with the Facility's vendor pharmacy at or prior to the date of admission, if eligible at such time or during the month the Resident first becomes eligible for Medicare Part D coverage, if such eligibility occurs after the date of admission. All prescription drugs must be administered to the Resident by the Facility.

2.7 **Eye glasses, Hearing Aids and Prosthetic Devices.** Eyeglasses, hearing aids, dental prostheses and other prosthetic devices are made available by the Facility but are not covered under the daily basic rate. To the extent that they are not paid for by Medicaid, Medicare or insurance carrier, they must be paid for or charged against the Resident's account when the cost is incurred.

2.8 **Personal Items.** Certain items and services, such as those listed below, are not covered under the daily basic rate and they are not normally paid for by Medicaid, Medicare or insurance carriers. Such items are made available by the Facility but must be paid for or charged against the Resident's account when the cost is incurred.

- (a) Barber and beauty parlor services;
- (b) Private telephone, television or computer in room, including installation, maintenance and monthly and service fees;
- (c) Shoes (non-prescription) and personal clothing;
- (d) Dry cleaning;
- (e) Special transportation for personal use;
- (f) Cosmetic and grooming items and services in excess of those included in the basic service;
- (g) Specially prepared food, beyond that generally prepared by the Facility;
- (h) Personal comfort items including tobacco products and confections; and
- (i) Personal reading materials, including newspapers.

3. THE RESIDENT'S AGREEMENT TO PAY FOR SERVICES

3.1 **Resident's Direction To His/Her Agents.** The Resident hereby directs the Responsible Party, to ensure that all payment obligations under this Agreement are met from the Resident's assets and to cooperate in obtaining Medicaid coverage if necessary to meet the Resident's obligations under this Agreement.

3.2 **The Resident's Obligations.** Subject to Section 3.3 below, the Resident agrees to pay for, or arrange to have paid for by Medicaid, Medicare, managed care providers or other insurers, all services provided by the Facility under this Agreement as follows:

(a) **Medicare or Medicaid Coverage.** If the Resident qualifies for Medicaid or Medicare coverage, the Facility agrees to accept the payment from these programs, plus any related coinsurance, deductible and Medicaid surplus amounts owed by the Resident, as payment in full for the items and services covered by Medicaid or Medicare. Residents are responsible for payment of services not covered by Medicare or Medicaid. **Residents eligible for Medicaid are also required to pay over their net available monthly income as detailed in Section 3.5(c) below.**

(b) **Private Pay Status.** If the Resident does not qualify for Medicaid or Medicare coverage or have other third party coverage in place, the Resident agrees to pay the Facility (i) the daily basic rate of \$ _____ for a Semi Private Room and _____ for a Private Room (as may be increased on sixty (60) days written notice to the Resident or the Responsible Party); (ii) items and

services not covered under the daily basic rate pursuant to section 2.1 above (including prescription drugs and other ancillary services); (the total of the charges set forth in Subsections 3.2(b)(i) and (ii) referred to as the “Private Pay Rate”). The Resident agrees to pay the Private Pay Rate to the Facility after other coverage has been applied or exhausted until the month in which the Resident’s Medicaid eligibility covers such charges. The Private Pay Rate payable for a month shall be paid in full by the first day of that month. In addition, a Resident paying the Private Pay Rate is responsible for paying the amount of the New York State assessment levied on the Resident’s payments to the Facility, including the base assessment, as may be adjusted, and any additional temporary assessments imposed. (As of January 1, 2019, the current combined assessment rate is 6.8%).

3.3 Third Party Agreements

(a) Managed Care Agreement. Notwithstanding anything in this Agreement to the contrary but subject to Section 3.3(c) below, during such time as (i) a written agreement (the “Provider Agreement”) is in effect between the Facility and a managed care company (the “Managed Care Company”) for the reimbursement to the Facility for certain services (“Covered Services”) to enrolled members of the Managed Care Company’s plan; and (ii) the Resident continues as an enrolled Member of the Managed Care Company’s plan, except to the extent permitted under the Provider Agreement the Resident will not be responsible to the Facility for the payment of any Covered Services covered under the Provider Agreement. **The Resident will remain liable for services for which the Facility is not entitled to reimbursement under the Provider Agreement, including deductibles, co-payments, co-insurance and/or payment for non-Covered Services.**

(b) Insurance Company Agreement. Notwithstanding anything in this Agreement to the contrary but subject to Section 3.3(c) below, the Resident will not be responsible to the Facility for the payment of any services provided by the Facility (the “Specified Services”) to the extent the Specified Services are subject to reimbursement by the Resident’s insurance company pursuant to a written agreement (the “Insurance Agreement”) between the Facility and the Insurance Company. **The Resident will remain liable for payment for all services for which the Facility is not entitled to reimbursement under the Insurance Agreement, including deductibles, co-payments, co-insurance and/or payment for non-Specified Services.**

(c) Requirement to Provide Information. If the Resident does not timely provide the information required for the Facility to obtain pre-certification of the Resident’s admission to the Facility from a Managed Care Company or an Insurance Company, the Resident will be responsible for all charges owed pursuant to Section 3.2 above to the extent the Facility is not reimbursed by the Managed Care Company or Insurance Company due to the Facility’s inability to obtain the Resident’s pre-certification for coverage.

(d) Other Insurance Arrangements. To the extent that there is no written agreement between an insurance carrier and the Facility applicable to the Resident’s charges under this Agreement, the Resident shall have the sole responsibility to collect or apply for any insurance benefits the Resident may be entitled to, including long term care insurance. The Facility assumes no responsibility to apply for or collect such insurance benefits.

3.4 Security Deposit

(a) In General. If the Resident is not qualified for Medicare Part A, Medicaid, managed care, or insurance coverage on admission, the Resident agrees to prepay an amount for basic services which shall equal ninety (90) days’ payment at the daily basic rate. Prepayment will be placed in an interest-bearing account (the “Prepayment Account”) and any interest earned shall be credited to Resident’s Prepayment Account. The Prepayment Account must be maintained at all times at an amount equal to at least ninety (90) days at the Facility’s room and board rate, and is not to be used for Resident’s current care (except as otherwise provided herein). If the Resident is transferred to a more expensive room, or if the Facility’s daily room and board rate increases, the Facility will notify

Resident and/or the Responsible Party within thirty (30) days, and additional funds will be required to increase the prepayment to reflect the increased rate. If the Resident is spending down assets to the Medicaid limit, monies in the Prepayment Account will be applied toward current care and will be used to calculate the date when Medicaid coverage begins. Upon termination of Resident's stay at the Facility or eligibility for Medicare Part A, Medicaid, managed care or insurance coverage, any outstanding bills shall be paid from the monies in the Prepayment Account. The remainder of the Prepayment Account will be refunded, together with accrued interest, to the source of payment.

(b) Exhaustion of Medicare Benefits. If the Resident qualified for Medicare Part A, managed care or insurance benefits and these benefits become exhausted and the Resident is unable to supply satisfactory evidence of entitlement to Medicaid benefits, the Resident agrees to prepay an amount equal to ninety (90) days' payment at the daily basic rate as security for payment of any financial obligation of the Resident under this Agreement.

3.5 **Payment Obligations Under Medicaid And Other Third Party Payors**

(a) Obligations to Assure Third Party Payment. The Resident agrees to provide information pertaining to all potential third party payors, and either agrees to provide proof that a claim for coverage has been made or to provide the Facility with necessary information for the Facility to submit the claim.

(b) Duty to Arrange for Timely Medicaid Application. The Resident agrees to monitor his/her resources to assure uninterrupted payment to the Facility by making timely application to Medicaid (and/or other payors) as is necessary. The Resident will inform the Facility at least ninety (90) days prior to the Resident's exhaustion of the Resident's assets or Managed Care or Insurance Company benefits. However, if the Resident's Managed Care or Insurance Company benefits are terminated due to a change in the Resident's condition, the Resident will inform the Facility within three (3) days of the termination of benefits.

(c) Monthly Income Payments under Medicaid. The Resident understands that if he/she receives monthly income and also qualifies for Medicaid, the County Department of Social Services will require most of such income (referred to as "Net Available Monthly Income") to be paid to the Facility. In that event, the Resident guarantees that such income will be delivered to the Facility on or before the 7th of each month or that it will be sent directly to the Facility from the income payor. If the Resident's liquid assets are exhausted or unavailable prior to a determination of Medicaid coverage, the Resident agrees to pay his/her monthly income to the Facility as partial payment for the Private Pay Rate.

(d) Semi-Private Room. Medicaid covers the costs of a semi-private room. If the Resident has occupied a private room, the Resident understands and agrees that when he/she no longer pays the Private Pay Rate and does not have a medical condition requiring a private room, when the Facility otherwise has need for the room, or when Medicaid coverage begins, he/she will move to a semi-private room.

4. **THE RESPONSIBLE PARTY'S OBLIGATIONS TO THE FACILITY**

4.1 Acknowledgement of Consideration. The Responsible Party desires to facilitate the Resident's admission to the Facility and acknowledges that the Facility has agreed to enter into this Agreement and admit the Resident to the Facility in consideration of the Responsible Party's representations and obligations to the Facility under this Agreement.

4.2 **Payment Obligation from Resident's Funds.** The Responsible Party personally and independently guarantees continuity of payment to the Facility from the Resident's funds for the **cost** of the Resident's care to the extent the Responsible Party has control over the Resident's assets. Unless the Responsible Party is otherwise obligated by law to pay for the Resident's care, as the Resident's spouse may be, the Responsible Party is not required to use his/her personal resources to pay for such care.

4.3 **Medicaid Obligations.** Because payment obligations under this Agreement include the duty to arrange for timely and continued Medicaid coverage in the event the Resident cannot or otherwise fails to satisfy the obligations under this Agreement, the Responsible Party agrees to be personally responsible for the following:

(a) **Timely Medicaid Application.** The Responsible Party personally agrees to cooperate in assuring timely Medicaid coverage:

- (1) by filing the Resident's Medicaid application sufficiently in advance of the exhaustion of the Resident's funds to ensure uninterrupted payments to the Facility; and
- (2) by providing complete information and documentation to the County Department of Social Services within the time frame or a negotiated extension of the time frame requested for such application.

(b) **Monthly Income of Medicaid-Covered Residents.** If the Resident's Medicaid application is pending and the Resident's assets are depleted or not currently available, the Responsible Party agrees to cause the Resident's monthly income to be paid to the Facility as partial payment for the daily basic rate owed. Once Medicaid eligibility is established, the Responsible Party agrees to cause the Resident's Net Available Monthly Income (as determined by the County Department of Social Services) to be either paid to or deposited directly with the Facility.

(c) **Annual Medicaid Recertification.** If the Resident becomes Medicaid eligible, the Responsible Party personally agrees to ensure the Resident's timely annual Medicaid recertification by providing information regarding the Resident's assets to the County Department of Social Services within the time frame of its request.

4.4 **Reliance on Spouse's Credit.** It is acknowledged that, to the extent that the Resident is married, the Facility is relying upon both the Resident and the Resident's spouse's credit for any charges incurred by the Resident.

5. **RESIDENT AND RESPONSIBLE PARTY JOINT OBLIGATIONS AND REPRESENTATIONS**

5.1 **Documentation.** The Resident and the Responsible Party agree to provide the Facility with copies of all Powers of Attorney, Guardianship Orders, Health Care Proxy or other documentation authorizing an agent to act for or on behalf of the Resident.

5.2 **Prohibition on Recording.** The Resident and the Responsible Party agree that neither they nor their agents may record other residents of the Facility or staff of the Facility (including audio, video and still pictures) without their express written consent.

5.3 **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 by the Resident. They further understand that the purchase by the Resident or his or her 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 warrant and represent the following:

(a) Except as set forth below, they do not have any knowledge of transfers by the Resident or his or her spouse within the last five (5) years (i) of assets for less than their fair value or (ii) to a trust of which the Resident is a beneficiary.

(b) Except as set forth below, they do not have any knowledge of the purchase by the Resident or his or her spouse of an annuity contract, life estate interest in a home, loan, promissory note or mortgage within the last five (5) years.

6. TRUTHFULNESS OF INFORMATION PROVIDED

The Resident and the Responsible Party each jointly and separately guarantee the truthfulness of all information they each provide to the Facility (including information relating to the financial resources of the Resident and transfers by the Resident). By signing this Agreement, the Resident and the Responsible Party acknowledge that the Facility relies on such information, and they agree to pay on demand all damages directly or indirectly resulting from their misrepresentation of information provided to the Facility, including reasonable attorney's fees.

7. LATE PAYMENTS AND NON-PAYMENT

7.1 **Late Charges.** In the event of late payment of any sums due from the Resident or Responsible Party under this Agreement, the Facility will be entitled to receive a fee computed at one and one-half percent (1-1/2%) per month of said amount or the maximum amount allowed by law, whichever is less, on all accounts overdue more than thirty (30) days.

7.2 **Discharge.** It is understood that the Resident may be discharged for non-payment of sums due under this Agreement or as otherwise permitted under New York State Department of Health Regulations.

7.3 **Collection Costs.** In case of non-payment of any sum due under the terms of this Agreement, the Resident agrees to pay interest as set forth above and reasonable collection fees, including but not limited to attorney's fees and expenses, incurred by the Facility in enforcing the terms of this Agreement.

7.4 **Damages.** If the Responsible Party breaches his/her personal obligations to the Facility, and fails to pay amounts owed by the Resident under this Agreement (including the Private Pay Rate, the Net Available Monthly Income, or the deductibles and co-insurance) from the Resident's funds to which he/she has access, and/or if the Resident's Medicaid eligibility is delayed or denied due to the Responsible Party's failure to make timely or complete Medicaid application or recertification as set forth above, the Responsible Party agrees to pay damages caused by such failure, including interest on late payments in accordance with Section 7.1 above and reasonable attorney's fees and expenses.

8. RESIDENT'S PROPERTY

The Facility has in place written policies and procedures to safeguard the Resident's property at the nursing home facility. The Facility is not liable for the replacement or reimbursement of the Resident's property except as required under the Facility's policies and procedures or applicable law.

It is the obligation of the Resident and Responsible Party to arrange for disposition of all of the Resident's property upon discharge. The Facility may dispose of property left more than forty-five (45) days after discharge to the proper authorities.

The Resident agrees that, except as otherwise directed by Resident to the Facility at any time, any payment refunds payable upon Resident's discharge from the Facility may be paid to the payer of the Resident's charges, include joint account holders with the Resident.

9. AUTHORIZATION FOR PHYSICIAN VISITS

The Resident (or, if the Resident lacks consent and the Responsible Party has the authority make healthcare decisions on behalf of the Resident, the Responsible Party) agree that a physician may visit the Resident in the Facility at least once every 30 days for the first 90 days after admission, and at least once every 60 days thereafter, or as often as necessary to address the Resident's medical care needs.

10. OBLIGATIONS TO ABIDE BY FACILITY RULES AND REGULATIONS; NON-SMOKING FACILITY; SURVEILLANCE

The Resident and the Responsible Party agree to abide by the Facility's Rules and Regulations, and to respect the personal rights and private property of all residents and staff. The Resident acknowledges that the Facility is a non-smoking facility (including electronic cigarettes) and will abide with all rules of the Facility restricting smoking. The Resident acknowledges that the public spaces of the Facility may be subject to camera surveillance for safety, security, and quality assurance purposes.

11. RELOCATION

The Resident may be relocated to another room or unit within the Facility if there is a change in medical condition. This includes the relocation of the Resident from the Facility's subacute unit to a long-term care unit. The Resident may also be relocated to another room if such a change is required to ensure that persons of the same gender share a room or to accommodate the clinical needs of another resident.

12. OPTION FOR BINDING ARBITRATION

The Parties may agree that it is in their mutual interest to provide for a faster, less costly, and more confidential solution to disputes that may arise between them and execute the Binding Arbitration Agreement set forth in the attached Exhibit A. It is acknowledged that agreeing to binding arbitration is optional for each party and is not a condition for the Resident's admission into the Facility or to continue receiving care at the Facility.

13. CONSENT TO JURISDICTION AND GOVERNING LAW

Except to the extent that a dispute is subject to arbitration pursuant to Section 12 above, each of the parties to this Agreement irrevocably (a) submits to the exclusive jurisdiction of the courts of the State of New York in the County of Vvv (and the Federal courts having jurisdiction in the State of New York, County of Vvv) for purposes of any judicial proceeding that may be instituted in connection with any matter arising under or relating to this Agreement or otherwise, (b) waives any objection that such party may have at any time to the laying of venue of any action or proceeding brought in any such court, and (c) waives any claim that such action or proceeding has been brought in an inconvenient forum.

14. **GENERAL PROVISIONS RELATING TO 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 the parties. Notwithstanding anything in this Agreement to the contrary, the provisions of sections 3, 4, 5, 7, 8, 12, 13 and 14 shall survive the termination of this Agreement.

This Agreement represents the entire agreement among the parties and may not be amended or modified except in writing signed by the Facility and the Resident and/or the Responsible Party, 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. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

This Agreement shall remain in full force and effect upon the Resident's return to the Facility after the temporary transfer of the Resident to another facility for medical or surgical treatment or the Resident's temporary absence from the Facility when the Facility is required to readmit the Resident under applicable law.

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 the party will not be deemed to have waived any subsequent breach of this Agreement. Should any provision of this Agreement be void or unenforceable, that provision shall be deemed omitted, and this Agreement with such other provision omitted shall remain in effect.

Headings contained in this Agreement have been inserted for reference purposes only, and shall not be construed as part of this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

The parties to this Agreement have read, been advised of, understand and agree to be legally bound by the terms and conditions set forth herein.

In addition, we, the Resident and the Responsible Party, have received copies of the following:

- the Resident's Statement of Rights;
- physician's name, address and telephone number;
- New York State Department of Health "hot line" telephone number;
- New York State Office of the Aging Ombudsman Program telephone number;
- the Facility Handbook;
- information about Medicaid and Medicare eligibility;
- bed retention policy;
- form indicating right to make advanced directives;
- restraint and pain philosophy; and
- the Facility's visitation policy.

ACCEPTED:

RESIDENT:

Signature

Date

If signing on behalf of Resident:

(Name)

(Authority)

RESPONSIBLE PARTY
(including with respect to the obligations
set forth in Section 4 above):

Signature

Date

ACCEPTED:

FACILITY:

Sapphire Nursing and Rehabilitation at Goshen

By: _____
Name:
Title:

Date

ADDENDUM I
AUTHORIZATION FOR ACCESS TO MEDICAID FILE

I hereby authorize Sapphire Nursing and Rehabilitation at Goshen to have full access to the application for Medical Assistance (“Medicaid”) filed on behalf of _____ and to the attendant file and recertification file maintained by any government agency in connection with that Medicaid application.

I understand that this Authorization would allow XXX to receive copies of all correspondence and other documents regarding the application and recertification.

Date

Signature

Print Name: _____

Relationship: _____

Witness

ADDENDUM II
AUTHORIZATION TO OBTAIN MEDICAID ELIGIBILITY

I hereby authorize **Sapphire Nursing and Rehabilitation at Goshen** to act in my name, place and stead in connection with the establishment of my initial and continuing eligibility for Medicare and Medicaid benefits, including with respect to filing the appropriate applications for my initial and continuing eligibility, applying for and attending a Fair Hearing, and to secure copies of all applicable banking statements in my name, to secure proof of any income received in my name, to secure confirmation of the face and cash value of any life insurance policy in my name, to secure verification of any third party insurance benefits to which I may be entitled.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

Dated

Signature

Print Name: _____

Relationship: _____

Witness

Exhibit A
BINDING ARBITRATION AGREEMENT

The parties (the “Parties”) to this binding arbitration agreement (the “Arbitration Agreement”) are also some or all of the parties to the admission agreement (the “Admission Agreement”) for the Resident designated below at the nursing facility operated by Xxx (the “Facility”).

The Parties understand that this Arbitration Agreement is optional to both the Resident and Responsible Party. **Neither the Resident nor the Responsible Party is required to sign this Arbitration Agreement as a condition of admission to, or as a requirement to continue to receive care at, the Facility.**

The Parties believe that it is in their mutual interest to provide for a faster, less costly, and more confidential solution to disputes that may arise between them. Accordingly, the Parties agree as follows:

All disputes and disagreements between the Facility and the Resident and between the Facility and the Responsible Party (as those Parties are indicated below) (or their respective successors, assigns or representatives) arising out of or relating to the Admission Agreement or its enforcement or interpretation or to the services provided by Facility to the Resident, including, without limitation, allegations by Resident of neglect, abuse or negligence, or allegations by the Facility for monies owed, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in Vvv County, New York. The arbitrator shall have the authority to issue any appropriate relief, including interlocutory and final injunctive relief. The arbitrator’s award shall be binding on the Parties and conclusive and may be entered as a judgment in a court of competent jurisdiction. Each Party shall undertake to keep confidential all awards and orders in the arbitration, as well as all information and materials in the arbitration proceedings not otherwise in the public domain, unless disclosure is required by law or is necessary for the enforcement of a Party’s legal rights. While an arbitration proceeding is ongoing, the Facility, Resident and Responsible Party shall continue to perform their respective obligations under the Admission Agreement, subject, however, to the right of any Party to terminate the Admission Agreement as set forth therein.

The Resident and Responsible Party each acknowledge that this Arbitration Agreement has been explained to each of them or their representative in a form and manner that he or she understands, including in a language that he or she understands. Each of the Resident and the Responsible Party acknowledges that he or she or their representative understands this Arbitration Agreement.

The Resident and Responsible Party each has the right to opt out of this agreement to arbitrate by providing written notice of his or her intention to do so to Facility within 30 calendar days of the execution of the Arbitration Agreement by the Resident.

[Signatures Follow on Next Page]

BINDING ARBITRATION AGREEMENT ACCEPTED:

RESIDENT:

Signature

Date

Print Name: _____

If signing on behalf of Resident:

(Name)

(Authority)

RESPONSIBLE PARTY

Signature

Date

Print Name: _____

FACILITY:

Sapphire Nursing and Rehabilitation at Goshen

By: _____

Name:
Title:

Date