RESIDENT ADMISSION AGREEMENT
By and Between

HENRY J. CARTER SKILLED NURSING FACILITY
1752 Park Ave, New York, New York 10035
New York City Health + Hospitals

"Resident" _____ Admission Date _____
(Print full name)

"Resident's Responsible Party" _____
(Print full name)

Address: _____
_____
_____

Phone Number: _____ (h/w/c)

Alternate Phone Number: _____ (h/w/c)

Relationship to Resident: _____

"Resident Representative" _____
(Print full name)

Address: _____
_____
_____

Phone Number: _____ (h/w/c)

Alternate Phone Number: _____ (h/w/c)

SECTION I. DEFINITIONS

1. **Facility**: Henry J. Carter Skilled Nursing Facility, a residential health care facility licensed by the New York State Department of Health and operated by New York City Health and Hospitals, a Public Benefit Corporation.

2. **Resident Representative**: The individual designated to receive information and to participate (to the extent authorized by law) in decisions and choices regarding the care, treatment and well-being of the Resident to the extent the resident lacks the capacity to make decisions and choices or has designated the individual to receive such information and make such decisions and choices. An individual may be designated by a Resident to be the Resident Representative if the Resident has the capacity to make this designation; by family members and other parties who have an interest in the well-being of the Resident, as authorized by law; or by a court. A Resident Representative may, but is not obligated to, use his/her own funds to pay for the cost of the Resident's care.

3. **Plan of Care**: A plan developed by an interdisciplinary team at Facility to meet the medical, nursing, mental and psychosocial needs of the Resident.

4. **Resident**: The individual who is a party to this Agreement and who is admitted to Facility to receive care, treatment and services under the terms and conditions of this Agreement.

5. **Responsible Party**: The Responsible Party is a type of Resident Representative who has legal access to a Resident's income or resources available to pay for care at Facility.

6. **Insurance**: Medicaid, Medicare or private insurance (including managed care plans or other third-party payors) shall collectively be referred to herein as "Insurance."

SECTION II. ADMISSION AND CONSENT

1. The Resident directly or by a Resident Representative, and by executing the Facility's consent form, hereby consents to admission to Facility and to receive care and treatment set forth in the Resident's Plan of Care and routine care and treatment at Facility, and Facility accepts the Resident for admission subject to the terms and conditions of this Agreement.

2. The Resident directly or by a Resident Representative or Responsible Party represents that the Resident has the resources, insurance coverage, or eligibility for government benefits (including Medicare or Medicaid) to cover the cost of care at Facility, and that the Resident or the Resident Representative will take all necessary steps to ensure that the Facility receives payment from these and any other available sources of payment consistent with this Agreement.

SECTION III. SERVICES

1. **Basic Services for Residents Covered by Medicaid:** Facility agrees to provide all Basic Services listed in Attachment A to Medicaid-Eligible or Medicaid-Covered Residents.

2. **Services for Residents Covered in the Private Pay Daily Rate:** Facility agrees to provide all services listed in Attachment A to those Residents paying the Private Pay daily rate.

3. **Services for Medicare-Covered Residents**: Facility agrees to provide all services listed in Attachment A to Medicare and Medicare Advantage covered Residents, in accordance with Section V.3.

4. **Additional Clinical Services:** Facility will either provide or arrange for Additional Clinical Services (listed in Attachment B) in accordance with the Resident's Plan of Care.

5. **Non-Clinical Items and Services:** Facility also offers items or services that are not clinical in nature and are not clinically necessary ("Non-Clinical Items and Services"). These items (listed in Attachment C) are available to Residents upon request and will be charged to Residents. Prior to providing any Non-Clinical Items and Services to a Resident, Facility will inform the Resident (or Resident Representative, as applicable) orally and in writing the charge for the item or service, and receive the Resident's (or Resident Representative's, as applicable) written approval before furnishing the item or service.

6. **Medical and Dental Services:**

   A. The Resident acknowledges that all medical and dental services furnished at Facility must be provided by practitioners who are credentialed to provide those services at Facility.

   B. The Resident has the right to select an attending physician, if the physician meets regulatory requirements and is willing to serve the Resident.

   C. The Resident acknowledges that in the event that the Resident does not choose an attending physician or the Resident's chosen physician is unable to serve the Resident, that the Facility will assign an attending physician to provide medical care to the Resident, including an initial visit. Follow-up visits may be provided by the attending physician or a certified nurse practitioner.

   D. The Resident may request a second opinion from a specialist of his/her choice who must be credentialed by Facility. The Resident will be financially responsible for the specialist's second opinion visit and any applicable consultation and transportation.

7. **Management of Resident's Property:**

   A. Facility will provide Resident with a locked space in his or her room adequate to store Resident's items of personal property and valuables including, but not limited to, dentures, cellphone, computer, money and jewelry (collectively, "Valuables").

   B. Facility will also maintain a safe for the deposit of Resident's Valuables. Resident will be given a receipt for the Valuables deposited in the safe, and will have access to the Resident's Valuables during business hours.

   C. Facility will not be responsible for the loss or theft of any Valuables that were not deposited in Facility's safe or stored in the locked space in his or her room unless the loss or theft was due to Facility's negligence.

8. **Personal Finances of Residents:**

   A. The Resident, the Responsible Party and the Resident Representative acknowledge that each is responsible for managing the Resident's personal finances, as applicable.

   B. The Resident may choose to authorize Facility in writing to manage his or her personal finances. In the event that the Resident does so authorize, Facility agrees to hold, safeguard, manage and account for personal funds that the Resident deposits with Facility in accordance with applicable laws and regulations.

   C. The Resident acknowledges that Facility may pay incidental charges (*e.g.*, haircuts, clothing, candy) from the personal funds of the Resident upon the Resident's (or Resident Representative's) written authorization.

SECTION IV. DECISION MAKING

1. **Resident Representative:** The Resident agrees that the Resident Representative may receive any information related to the care and treatment that the Resident receives, and may make decisions about the Resident's care to the extent permitted by law or authorized by the Resident.

2. **Advance Directives and Health Care Proxies:** Facility will honor any Advance Directives signed by the Resident and decisions made by the health care agent designated in the Resident's Health Care Proxy to the extent permitted by law and in accordance with Facility's Policy for Advance Directives.

SECTION V. FINANCIAL ARRANGEMENTS

1. **Resident Payment Obligations:**

A. General Payment Obligations. The Resident agrees to be financially responsible for all charges for services furnished by Facility to the extent that such services are not covered under the Resident's Insurance or services are more expensive than or in excess of covered services, including any co-payments or deductibles required by the Resident's Insurance plan or supplemental insurance, if any, insofar as is allowed by Resident's Insurance. The Resident acknowledges that he or she has received the statement of charges that describes the services, charges and coverage under his or her Insurance policy ("Statement of Charges") as of the Effective Date of this Agreement. The Resident and Responsible Party agree to take all reasonable or necessary steps to ensure that Facility and its affiliated providers receive payment from all available sources consistent with this Agreement.

B. Resident Representative Obligations. The Resident Representative(s), including the individual serving as the Responsible Party, shall:

i. Meet all payment obligations under this Agreement using the Resident's assets, personal funds and any available third-party payors and resources. This includes providing a list of all individuals with legal access to the Resident's income or resources and all documents authorizing an agent to act for the Resident or control any of the Resident's assets and to update this list as necessary.
ii. Provide all information and/or documentation to Facility or a third-party payor as may be necessary to obtain payment for services rendered to Resident under this Agreement.
iii. Cooperate in applying for and recertifying for Medicaid coverage for the Resident if needed, including obtaining all necessary signatures and fully and completely disclosing to Facility all income (including Social Security, pension and other periodic receipts), assets, insurance coverage and any other resources available to the Resident that could be used to meet Resident's payment obligations under this Agreement;
iv. Manage the Resident's assets responsibly so that Facility is not denied payment for the cost of care from the Resident's funds or from Medicaid.
v. Notify Facility **at least three months prior** to the exhaustion of Resident's funds or Insurance coverage to allow timely submission of an application for Medicaid.

C. No Required Third-Party Guarantee. The Responsible Party is not

personally responsible for the cost of the Resident's care and the execution of this Agreement by the Responsible Party shall not serve as a third-party guarantee of payment.

2. **Private Pay Residents:** This section applies to those Residents who are using their own funds to pay for the costs of care and treatment at Facility ("Private Pay"). Private Pay Residents include those who (a) have entered Facility as Private Pay Residents or (b) convert to Private Pay status during a stay in Facility (for example, if Medicare benefits have been exhausted or if a Resident requests a Bed Hold in accordance with Facility's Bed Hold Policy).

   A. Residents who enter as Private Pay must pre-pay (or the Resident Representative must pre-pay) two months of the then-current charges to cover Basic Services ("Basic Charges") at the time of admission to Facility. One month of charges will be applied to the first month of the Resident's stay and the remaining funds will be held as a security deposit in an interest-bearing account.

   B. At the end of the Resident's stay, Facility will use the security deposit to pay the Resident's outstanding obligations to Facility, if any, and return any balance to Resident within thirty (30) days of the Resident's discharge.

   C. Private Pay patients must also request a Bed-Hold in advance, as described in the Facility's Bed Hold Policy and will be billed the Private Pay rate for each bed-hold day.

3. **Medicare-Covered Residents:**

   A. Medicare Coverage: Facility will attempt to obtain reimbursement under Medicare Part A and Part B for any Resident admitted with such coverage. If the Resident receives Medicare benefits, he or she will be responsible for any applicable co-insurance/copayment charges and charges for services not covered by Part A or any applicable supplemental insurance. The Resident authorizes Facility to bill Medicare and retain any funds from such billing for all Medicare covered services. The Resident acknowledges that affiliated clinical practitioners will bill Medicare Part B for services provided and may retain such funds.

   B. Exhaustion Of Medicare Benefits: The Resident agrees and understands that, in the event that the Resident's Medicare Part A and B benefits for skilled nursing facility care are exhausted and the Resident still requires the services of Facility, that the following shall apply:

      i. If the Resident has resources to pay Facility's Basic Charge rate, Resident will become subject to the Private Pay provisions of this Agreement (subject to receipt from Facility of appropriate Advance

Beneficiary Notice and the Resident's rights of appeal).

ii. If the Resident does not have the resources to pay Facility's Basic Charge rate, the Resident agrees to apply for Medicaid benefits and become subject to the provisions of Section V(4) below.

4. **Medicaid-Covered/Eligible Residents:**

A. Applying for Medicaid:

i. Application Process: If the Resident is eligible for but not receiving Medicaid benefits, the Resident authorizes Facility to apply for Medicaid coverage for the Resident, and to seek recertification for Medicaid when necessary. If the application is denied, then the Resident agrees to appeal and to seek, or assist Facility in seeking, an appeal of the determination. If there is a final determination that the Resident is not eligible for Medicaid, the Resident will pay all charges in accordance with the provisions of Sections V(1) and (2) or be discharged in accordance with Facility's Transfer and Discharge Policy.

ii. Payments While Medicaid Application Is Pending: The Resident agrees to pay Facility an amount that is reasonably estimated to be the Resident's net available monthly income ("NAMI"), as defined by applicable law, while the Medicaid application is pending. Facility agrees to credit the payments made to the Resident's required NAMI contribution as established for the Resident when the Resident's Medicaid budget is determined, as described in Paragraph (C)(i)(b) below.

B. Drug Coverage:

If the Resident is eligible for both Medicare and Medicaid, the Resident agrees to be, and remain, enrolled in a Medicare Part D participating drug plan for the entire duration of the Resident's stay in Facility.

C. Medicaid-Covered Residents:

i. Payments for Medicaid-Covered Services:

a) Medicaid-Covered Services: In addition to the amounts paid to Facility under the Medicaid program, the Resident is responsible for paying the NAMI amount (defined below).

b) "NAMI" Amount: The NAMI amount is the net available monthly income that the Medicaid Program determines that the Resident is

required to pay to Facility on the first of each month that the Resident is in Facility. The NAMI Amount may change upon notice from the Medicaid program of such change.

ii. Payments for Services Not Covered By Medicaid: If a Medicaid-Covered Resident requests and receives items or services that Medicaid does not cover, they are required to pay for such items.

5. **General Payment Terms:**

A. Due Dates for Payment of Charges:

i. Basic Charges: If the Resident is obligated to pay Facility for Basic Charges pursuant to this Agreement, the Resident agrees to pay the Basic Charge rate in advance for the first month of care, and on the first day of each succeeding month of the Resident's stay.

ii. Additional Charges: The Resident agrees to pay for items and services not included in the Basic Charge rate and for which Resident is responsible to pay pursuant to this Agreement on or before the first day of the month following the month the item or service was provided or prior to discharge, whichever is earlier.

B. Assessment of Charges: Charges will be assessed beginning with the day of admission. Charges will not be assessed for the day of discharge.

C. Late Payments: Interest at the current rate per annum permitted by law will be assessed monthly on all account balances more than thirty (30) days overdue.

D. Affirmation of Cooperation: The Resident agrees to notify Facility as soon as possible, but not later than thirty (30) days after any change in financial status or insurance coverage that would affect the Resident's ability to pay the Basic Charge or Additional Charges or discharge, whichever is sooner.

E. Collection Costs: The Resident will be responsible to pay Facility all charges, expenses, court costs and fees, including attorney's fees, incurred in connection with any efforts or actions taken by or on behalf of Facility in order to collect money due under this Agreement.

F. No Guarantee of Third Party Payment: The Resident hereby acknowledges that no representation, statement or claim has been made by anyone connected with Facility that the services or items to be provided to Resident are or will be covered under Insurance, or by any other person or entity.

G. Responsibility of Individual with Legal Access to Resident Funds: The

Responsible Party agrees, without incurring personal financial liability, to provide Facility with payment from such income or resources for any amount due from Resident under the terms of this Agreement.

H. Payment of Facility's Costs Related to Involuntary Discharge or Transfer: To the extent permitted by law, the Resident agrees to pay all of the costs, including charges, expenses, court costs and attorneys' fees and expenses incurred by or on behalf of Facility in connection with enforcement of the discharge or transfer of the Resident.

I. Resident's Post-Transfer or Discharge Responsibilities: The Resident agrees that the Resident's obligation to pay all amounts due to Facility under the terms of this Agreement, and to cooperate in effort to obtain Medicaid, Medicare or other Insurance benefits, will continue to exist after this Agreement terminates and/or the Resident is transferred or discharged from Facility.

SECTION VI. RECORD KEEPING

1. **Confidentiality:** Facility will maintain the confidentiality of the Resident's personal and medical records in accordance with applicable law. The Resident acknowledges his or her right to approve or deny the release of his or her records to any person outside Facility, except when such disclosure is required for purposes of treatment in Facility, payment for that treatment or Facility's operations, when the Resident is transferred to another institution, when release is required by law or by the Resident's Insurance Plan contract, or as set forth in Facility's Notice of Privacy Practices.

2. **Inspection:** The Resident or the Resident Representative will have the right to access the Resident's personal and medical records within twenty-four hours of an oral or written request to Facility (excluding weekends and holidays). Facility shall provide access in the form and format requested by the individual, if the records are readily producible in such form and format (including in an electronic form or format when such records are maintained electronically) or, if not, in a readable hard copy form or such other form and format as agreed to by Facility and the individual. Facility will allow the Resident to obtain copies of the Resident's personal and medical records or any portions thereof within two working days after an oral or written request, including in an electronic format when records are maintained in that manner subject to payment of the applicable cost-based fee for producing and/or mailing the records.

SECTION VII COMPLIANCE WITH RULES AND REGULATIONS

1. **Compliance With Facility Policies:** The Resident agrees to abide by Facility's rules, regulations and policies governing Resident conduct and to respect the personal rights and private property of other residents. Resident acknowledges that Facility is smoke-free and under no circumstances will the Resident and/or resident's visitors smoke

anywhere on the grounds of or buildings of Facility.

SECTION VIII. AUTHORIZATIONS AND ASSIGNMENTS FROM RESIDENT TO FACILITY

1. **Authorization to Release Information:** By execution of this Agreement, the Resident, Resident Representative and the Resident's Responsible Party authorize Facility to release to government agencies, insurance carriers or others who could be financially liable for any items or services provided to the Resident, all information needed to secure and substantiate payment for such items and services and to permit representatives thereof to examine and copy all records relating to such care.

2. **Assignment of Benefits and Authorization to Pursue Third Party Payment:** By execution of this Agreement, the Resident, Resident Representative and Resident's Responsible Party hereby assign to Facility any and all applicable insurance benefits and other third party payment sources to the extent required by Facility to secure reimbursement for the care provided to the Resident. The Resident, Resident Representative and Resident's Responsible Party authorize Facility to seek and obtain all information and documentation necessary for the processing of any third party claim.

3. **Authorization To Represent Resident Regarding Medicaid:** By execution of this Agreement, Facility shall be authorized to have access to the Resident's Medicaid file, and, if Facility so elects, to act on behalf of the Resident in connection with any and all matters involving Medicaid, including, but not limited to, representation of the Resident at Administrative Fair Hearings.

SECTION IX. GENERAL PROVISIONS

4. **Termination:** Any Party may terminate this Agreement upon thirty (30) days written notice and discharge of the Resident from the Facility. Otherwise, this Agreement will remain effective until a different agreement is executed or the Resident is discharged from the Facility. This Paragraph shall not mean that the Resident shall be forced to remain in the Facility against his or her will for any length of time. Additionally, the Resident or Responsible Party may terminate this Agreement anytime during the first business day following the day of execution of this Agreement ("Termination Period") by providing written notice of said termination to the Facility, paying all amounts then due and leaving the facility. The Responsible Party agrees to take custody of the Resident upon discharge from the Facility.

1. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to conflict of law provisions. Any actions arising out of or related to this Agreement shall be brought in, and the parties agree to exclusive jurisdiction of, the New York State Supreme Court, located in New York County, NY.

2. **Binding Effect**. This Agreement shall be binding on the parties, their heirs, administrators, distributees, successors and assignees.

3. **Continuation Of This Agreement.** Temporary transfer of the Resident to another health care facility for medical or surgical treatment, or the Resident's authorized temporary absence from Facility for any other purpose, where such transfer or absence does not exceed a period of thirty (30) days, shall not terminate this Agreement. Upon the Resident's return and re-admission in accordance with the admission assessment criteria set by the New York State Department of Health and by Facility, this Agreement shall continue in full force and effect.

4. **Entire Agreement**. This Agreement contains the entire understanding between the Resident Facility. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect. This Agreement cannot be modified orally and any changes must be in writing, signed by the parties to this Agreement.

5. **Severability**. Should any provision in this Agreement be determined to be inconsistent with any applicable law or to be unenforceable, 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 so amended, it shall be deemed deleted from this Agreement without affecting any other part of this Agreement.

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

7. **Counterparts**. This Agreement may be executed in counterparts and all such counterparts shall together constitute the entire agreement.

8. **Relationship Between Parties**. Execution of this Agreement is not intended, nor shall it be deemed, to create a landlord-tenant relationship between Facility and the Resident.

9. **Section Headings**. The section headings used herein are for reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

THE UNDERSIGNED HAS READ THE ABOVE, HAS BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS AND AGREES TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND ASSUMES RESPONSIBILITY TO ABIDE BY ITS PROVISIONS.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date written below.

FACILITY NAME

_____ By: _____
Date Administrator

RESIDENT

_____ By: _____
Date

Name: _____

RESIDENT REPRESENTATIVE

_____ By: _____
Date

Name: _____

Relationship or Title: _____

RESPONSIBLE PARTY

Signature is also required below by any individual who has legal access to Resident's income or resources available to pay for care at Facility.

I, the undersigned, represent, without incurring personal financial liability, that I have legal access to the Resident's income, assets and Resources to provide Facility with payment for any amounts due from Resident under the terms of this Agreement.

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

The following Basic Services are included in Facility's Basic Charges (currently $750 per day for Private Pay Patients). The provision of Basic Services shall depend on the clinical, psycho-social and other needs of the Resident:

1. Board, including therapeutic or modified diets, as prescribed by a physician and Kosher food when Resident, as a matter of religious belief, wishes to observe Kosher dietary laws;

2. Lodging in a semi-private room or, only if medically necessary, a private room (upon the express written orders of the attending physician stating the clinical need for a private room), that is a clean, healthful, sheltered environment, properly outfitted;

3. Nursing care available 24 hours per day, seven days per week, furnished to Resident as medically necessary;

4. The use of all equipment, medical supplies and modalities as necessary for routine treatment, notwithstanding the quantity usually used in the everyday care of nursing Facility patients including, but not limited to, catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads;

5. Fresh bed linens, as required, changed at least twice weekly, including sufficient quantities of necessary bed linen or appropriate substitute, changed as often as required for incontinent Residents;

6. Hospital gowns as required by the Resident's clinical condition, unless the Resident, next of kin, or representative elects to furnish them, and laundry services for these and other launderable personal clothing items;

7. General household medicine cabinet supplies including, but not limited to, non-prescription medications, materials for routine skin care, oral hygiene, care of hair, and so forth, except when specific items are medically indicated and prescribed for exceptional use for a specific patient;

8. Assistance and/or supervision, when required, with activities of daily living including, but not limited to, toilet, bathing, feeding and ambulation assistance;

9. Services, in the daily performance of their assigned duties, by members of the nursing Facility staff concerned with patient care;

10. The use of customarily stocked equipment as needed during Resident's stay in Facility, including, but not limited to, crutches, walkers, wheelchairs, or other supportive equipment, including training in their use when necessary, unless such item is prescribed by a physician for regular and sole use by a specific Resident;

11. An activities program including, but not limited to, a planned schedule of recreational, motivational, religious, social and other activities, together with the necessary materials and supplies to make the Resident's life more meaningful;

12. Social Services, as needed;

13. Resident Assessment and Comprehensive Care Planning Services

ATTACHMENT B

Unless covered by Medicare or the Resident's Insurance Plan, the following Additional Clinical Services are not included in the Basic Charges and will be charged to the Resident (**and billed either by Facility or directly by the provider of services, if other than Facility**). Additional Clinical Services will be provided only upon Resident's request and approval, and, as applicable, express written orders of the Resident's attending physician, or in the event of a health emergency involving the Resident.

1. Physical, speech and occupational therapy services; and
2. Pharmaceuticals.
3. Wound Vacuum Assisted Closure (VAC) System
4. Specialty Beds

ATTACHMENT C

The following Non-Clinical Items and Services are not included in the Basic Charges and will be charged to the Resident only upon expressed verbal or written approval and authority of the Resident or Resident Representative.

1. Barber or Beautician services: list of charges for these services is available upon request;

2. Non-covered special care services, such as private duty nurses or attendants: to be arranged and paid for by Resident/family;

3. Guest or companion meal: $_____/meal;

4. Ambulette or livery service: prices vary by company and destination;

5. Flowers and plants;

6. Social events and entertainment offered outside the scope of the activities program provided by Facility;

7. Clothing or personal items.