



ADMISSION AGREEMENT

This Agreement is made this _____ day of _____ 2015, between Samaritan Keep Home, hereinafter referred to as Samaritan and _____ hereinafter referred to as “Resident” and _____ hereinafter referred to as “Designated Representative”

Welcome! We hope that your stay with us will be as pleasant and comfortable as possible. In order to achieve this, we enter into this Agreement with the commitment that we will work with you and your representatives so that this may become your home. Please direct any questions you may have about this Agreement to the SKH Admissions Department, and we will provide you with the additional information that you need.

We reserve the right to amend this Admission Agreement as it becomes necessary. Except otherwise required by law or by the provisions of this Admission Agreement, any such amendment shall be made upon prior written notice to you and, if applicable and required by law, your Designated Representative. Notice to your Designated Representative, if required, shall be effective upon mailing such notice by first-class mail to the last known address of your Designated Representative on file with us.

1. Samaritan hereby accepts the above named applicant for residence. The duration of this contract shall be in accord with the terms and conditions herein stated.
2. The Resident may designate an individual, including a spouse, family member, or non-family member to act as the Designated Representative. The Designated Representative will be asked to sign this Agreement. By signing this Agreement, the Designated Representative agrees to assist the Resident in certain specified ways to meet his/her obligations under this Agreement, including assisting the Resident in arranging for payment from the Resident’s funds to meet the Resident’s obligations to pay for care and services provided by Samaritan.
3. Effective January 1, 2015, the rates will be as follows:
 - a. **Private Pay:** The “basic” or Private Pay Daily Rate is the charge for a private pay Resident who is not entitled to Medicare and/or Medicaid and/or other private insurance benefits. However, even in the event the Resident is entitled to Medicare and/or Medicaid and/or other private insurance benefits, it is the Resident/Designated Representative who is ultimately responsible for payment of services.

The Resident agrees that at the time of admission, the Resident will deposit with Samaritan the sum equivalent to one (1) month of the current daily rate, such sum representing the Resident's security deposit. Such security deposit shall be held in a separate interest bearing account. Samaritan shall have the sole discretion as to the type and nature of account in which the security deposit is held. The term "separate interest bearing account" means an account maintained by Samaritan separate and distinct from its general or other special accounts. Separate interest bearing account does not mean that Samaritan is obligated to hold each Resident's security deposit in a separate account for said Resident. Samaritan maintains the right to use a Resident's security deposit for delinquent payment of the monthly basic charge as required herein. If Samaritan is required to use all or a part of the Resident's security deposit for payment of delinquent charges, the Resident agrees to deposit with Samaritan additional funds to replenish said Resident's security deposit to a sum equivalent to one (1) month of the monthly basic charge at the time said payment is made upon written notice to the Resident or Designated Representative.

SKILLED NURSING:

Private Room (per day) \$329.00

Semi-Private Room (per day) \$313.00

For SKILLED NURSING (private pay only).

_____ I am requesting a private room. I acknowledge the room difference is \$16 per day between semi-private and private. I agree to pay the additional charge.

_____ I am not requesting a private room. If admitted to a private room, I request to be transferred to the next available semi-private room. I do not agree to pay the additional charge.

These rates are subject to change in accordance with the terms hereinafter set forth. The Resident agrees to pay in advance the monthly charge to Samaritan on or before the 10th day of each month.

- b. **Medicare.** The Facility does not require advance payment upon admission from residents eligible for Medicare reimbursement for the services provided. If the Resident meets established criteria and is deemed eligible for Medicare coverage, the appropriate charges will be billed directly to Medicare and the Resident and/or Designated Representative from Resident's funds agrees to be responsible for any co-payments, which are **\$ 157.50 per day** for 2015 (unless you have a third-party insurance policy which pays this rate).

When the Resident remains in the Facility after termination of the Resident's Medicare coverage for services, the Resident and/or Designated Representative shall provide payment from the Resident's income and resources for all sums due and payable under this Agreement at the Private

Pay Daily Rate until discharge and/or another source of coverage becomes available. The Resident and/or Designated Representative shall make an advance payment of one (1) month at the applicable Private Pay Daily Rate upon termination of Medicare reimbursement unless payment from Medicaid is received, as well as subsequent charges billed by the Facility, as set forth in Section 11.

- c. **Medicaid.** The Facility does not require advance payment upon admission from residents currently receiving Medicaid benefits. The daily Medicaid rate is accepted by the Facility as full payment for all charges by the Facility. The Resident who is a Medicaid recipient and/or his/her legal representative, Designated Representative or next of kin shall apply personal income each month as directed by the local Department of Social Services (“DSS”). (i.e., you are required to pay Facility the cost of care “NAMI” amount as determined by DSS on the LDSS-4022 form you will receive from Medicaid.) The Resident and/or Designated Representative shall advise the Facility upon admission of the receipt of or application for Medicaid. The Resident and/or Designated Representative shall make application for Medicaid to the DSS when eligible and fully cooperate in the application process.
4. The Designated Representative agrees to arrange for payment from the Resident’s income and resources for service provided by Samaritan pursuant to this Agreement that are not covered by third party payors.
5. The Designated Representative is not obligated to pay for the cost of the Resident’s care from the Designated Representative’s own funds. The Resident’s spouse may, under certain circumstances, be obligated to pay for the Resident’s care, in accordance with applicable law.
6. Except as described below, the Designated Representative is not personally responsible for the cost of the Resident’s care. The Designated Representative is responsible for making arrangements for the continuity of payment from the Resident’s funds from third-party payors to meet the Resident’s payment obligations under this Agreement.
7. The Designated Representative may be held personally responsible to Samaritan for:
 - a. non-payment to the extent that he or she has control over the Resident’s assets, such as by Power of Attorney, access to joint accounts and the like which have been properly applied. The Responsible Party, either the Resident or the Designated Representative, as applicable, agrees not to transfer or otherwise dispose of Resident’s resources to which Responsible Party has access in such a manner which would result in ineligibility for Medicaid coverage; and/or,
 - b. to the extent that the Designated Representative does not provide requested information and/or documentation to Samaritan or a third party payor, including but not limited to the Department of Social Services, in a timely manner; and/or
 - c. failing to cooperate in any manner with third party payors to the extent it hinders payment to the Samaritan, including the failure to initiate applications for payment; and/or,

- d. to the extent that the Samaritan relies to its detriment on false, misleading, or incomplete information and/or documentation supplied by the Designated Representative regarding matters, including, but not limited to, the Resident's financial resources, citizenship or immigration status, and/or third party insurance coverage; and/or,
- e. failure to disclose all information for the Medicaid application completely and accurately; and/or,
- f. any financial loss experienced by the Samaritan due to a refusal or delay on the part of the Designated Representative in applying for Medicaid coverage for the Resident; and/or,
- g. any financial loss experienced by Samaritan due to the Designated Representative transferring or permitting transfer or disposition of the Resident's resources in a manner which would result in the Resident's ineligibility for Medicaid coverage without retaining sufficient funds to meet their financial obligations to us during the period of Medicaid ineligibility.

In the event that Medicaid coverage is denied as a result of actions such as a transfer or disposition of resources and assets for less than fair consideration, inadequate or insufficient documentation, failure to cooperate with the local County Department of Social Services payment is expected for all services rendered until such time that the Resident is determined to be Medicaid eligible by the appropriate County Department of Social Services.

8. Samaritan agrees to provide the following services:
- a. board, including therapeutic or modified diets, as prescribed by a physician;
 - b. lodging; a clean, healthful, sheltered environment, properly outfitted;
 - c. 24 hours-per-day nursing care;
 - d. the use of all equipment, medical supplies and modalities, notwithstanding the quantity usually used in the everyday care of nursing home residents, including but not limited to catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads, and so forth;
 - e. fresh bed linen, as required, changed at least twice weekly, including sufficient quantities of necessary bed linen or appropriate substitutes changed as often as required for incontinent residents;
 - f. hospital gowns or pajamas as required by the clinical condition of the resident, unless the resident, next of kin or sponsor elects to furnish them, and laundry services for these and other launderable personal clothing items;
 - g. general household medicine cabinet supplies, 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 resident;

- h. assistance and/or supervision, when required, with activities of daily living, including but not limited to toilet, bathing, feeding and ambulation assistance;
 - i. services, in the daily performance of their assigned duties, by members of the nursing home staff concerned with resident care;
 - j. use of customarily stocked equipment, 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;
 - k. activities program, including but not limited to a planned schedule of recreational, motivational, social and other activities, together with the necessary materials and supplies to make the resident's life more meaningful;
 - l. social services as needed;
 - m. physical therapy, on either a staff or fee-for-service basis, as prescribed by a physician, administered by or under the direct supervision of a licensed and currently registered physical therapist;
 - n. occupational therapy, on either a staff or fee-for-service basis, as prescribed by a physician, administered by or under the supervision of a qualified occupational therapist;
 - o. speech pathology services, on either a staff or fee-for-service basis, as prescribed by a physician, administered by a qualified speech pathologist;
 - p. audiology services, on either a staff or fee-for-service basis, as prescribed by a physician, administered by a qualified audiologist; and
 - q. dental services, on either a staff or fee-for-service basis, as administered by or under either the personal or general supervision of a licensed and currently registered dentist.
9. Samaritan will assess no additional charges, expenses or other financial liabilities in excess of the basic daily rate for services covered by said basic daily rate, except:
- a. Upon express written approval and the authority of the Resident or Designated Representative;
 - b. Upon express written orders of the Resident's personal, alternate or staff physician stipulating specific services and supplies not included as basic services;

- c. Upon at least thirty (30) days prior written notice to the Resident or Designated Representative of additional charges, expenses or other financial liabilities due to the increased cost of maintenance and for operations of Samaritan;
10. With respect to Medicare and Medicaid Residents, Samaritan shall not impose a charge against the Resident's personal funds for any item or service for which payment is made under Medicare and Medicaid (except for applicable deductible and co-insurance amounts).
11. Samaritan may charge the Resident for requested services that are more expensive or in excess of covered services, as determined by Medicare or Medicaid. Specific items and services Samaritan may charge the Resident's funds for are outlined in the Services and Policies Booklet, if said services are requested by the Resident and payment is not made by Medicare or Medicaid.
12. The Resident, or his/her Designated Representative agrees, in accordance with the regulations of the Department of Health, to permit Samaritan to conduct a comprehensive assessment of the Resident no later than fourteen (14) consecutive days after the date of admission, promptly after a significant change in the Resident's physical, mental or psycho social status and no less often than twelve (12) months thereafter. The Resident or his/her Designated Representative agree in accordance with the regulations of the Department of Health to permit Samaritan to conduct an initial screening of the oral health status of the Resident within forty-eight (48) hours of admission and shall further permit Samaritan to conduct an oral examination of the Resident by a dentist or dental hygienist within fourteen (14) days following the initial assessment and no less often than annually thereafter.
13. The Resident, or his/her Designated Representative agree in accordance with the regulations of the Department of Health to have a physician visit the Resident whenever the Resident's medical condition warrants medical attention and at regular intervals no less often than once every thirty (30) days for the first ninety (90) days after admission, and at least once every sixty (60) days thereafter. The Resident or his/her Designated Representative further agree, at the option of the physician and Samaritan, that scheduled physician visits after the initial visit may alternate between the attending physician and a registered physician's assistant or nurse practitioner. Samaritan is authorized by the Resident or his/her Designated Representative to assign a physician to conduct such Resident visits in order to meet Samaritan requirement under the regulations of the Department of Health when the Resident's attending physician or his designee is unavailable.
14. The Resident may use the services of medical physicians engaged by Samaritan or may, at the Resident's personal expense, retain his/her own physician, provided the latter (or his/her designee, in the absence of said physician) has been credentialed as a member of the Samaritan medical staff.
15. In the event that a Resident is absent from Samaritan for a period of time by reason of illness or other cause, the Resident's accommodations will be held available provided the Resident continues to pay the scheduled rate for said accommodations. If the Resident is receiving Medicaid, said Resident's room will be held in accordance with Samaritan's bed hold policy

and State and Federal laws and regulations. If a Medicaid Resident's hospitalizations or therapeutic levels exceed the bed hold period prescribed by State and Federal law, Samaritan shall re-admit the Resident to the first available bed in a semi-private room if the Resident:

- a. Requires the services provided by Samaritan, and
 - b. Is eligible for Medicaid nursing home services.
16. If the Resident leaves Samaritan as a result of a transfer or discharge for reasons beyond the control of the Resident or his/her Designated Representative, any and all monies and/or property transferred and paid over by him/her to Samaritan in excess of the amount or proportion thereof obligated for services already finished shall be returned to the Resident or his/her Designated Representative, whichever is applicable. For Residents other than those eligible for Medicaid or Medicare reimbursement whose transfer or discharge is for any reason within his/her control, or that of his/her Designated Representative, Samaritan shall retain from any prepayment made for or on behalf of the Resident an amount not in excess of one day's basic rate in addition to any amount obligated for services already furnished.
17. In the event the Resident dies, Samaritan will endeavor to notify a member or members of his/her family and/or Designated Representative, and the family and/or Designated Representative will promptly provide for and bear the expenses of the Resident's burial. In the event of the Resident's death, all funds and personal property shall be returned to the Designated Representative, next of kin or to an individual appointed by an appropriate Surrogate's Court to administer the Resident's estate. All belongings not claimed within six (6) months of the patient's death shall be transferred to the chief fiscal officer of the Resident's county of residence prior to admission or to an appropriate Public Officer under the Abandoned Property Law and section one hundred twenty eight of the Finance Law.
18. Pursuant to Title 10 Part 415 of the New York State Codes, Rules and Regulations, Samaritan shall have the right to transfer or discharge the Resident when the Resident's interdisciplinary care team, in consultation with the Resident and/or Designated Representative, determines that:
- a. 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;
 - b. The transfer or discharge is appropriate because the Resident's health has improved sufficiently so the Resident no longer needs the services provided by the facility;
 - c. The health or safety of individuals in the facility would otherwise be endangered and 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.

Transfer and discharge shall also be permitted when the Resident has failed, after reasonable and appropriate notice, to pay for (or to have paid under Medicare, Medicaid or third party insurance) a stay at Samaritan, provided the charge in question is not in dispute, no appeal or

denial of benefits is pending or funds for payment are actually available and the Resident refuses to cooperate with Samaritan in obtaining those funds.

19. Samaritan shall provide the Resident and his/her Designated Representative, at least thirty (30) days prior written notice of a transfer or discharge, except that such notice shall be given as soon as practicable before transfer or discharge under, the following circumstances:
 - a. The safety of individuals in the facility would be endangered;
 - b. The health of individuals in the facility would be endangered;
 - c. The Resident's health has improved sufficiently to allow a more immediate transfer or discharge;
 - d. An immediate transfer or discharge is required by the Resident's urgent medical needs, provided, where such urgent medical needs are the result of a medical emergency, a transfer to a hospital may be made without prior notice;
 - e. The transfer or discharge is being made in compliance with a request by the Resident and/or Designated Representative.
20. If the Resident, during an annual assessment, is screened as mentally impaired or mentally retarded and the Commissioner of Health or his/her designee determines that the Resident is no longer suitable for nursing home services, the Resident shall be transferred or discharged to an appropriate facility. Samaritan will provide notice of such transfer or discharge in accordance with the notice provisions contained in the preceding paragraph.
21. Notwithstanding the terms and conditions of paragraphs above, in the event the Resident shall be infected with a communicable disease, unless the Resident's attending physician certifies in writing that transmittability is negligible and poses no danger to other Residents of Samaritan or Samaritan is staffed and equipped to manage such disease without endangering the health of other Residents, the Resident shall be discharged and transferred from Samaritan to an appropriate facility. Samaritan will provide the Resident and his/her Designated Representative, notice as provided for herein. In an event, Samaritan shall have no liability of any kind arising from such transfer or discharge.
22. Samaritan shall have the right to make an administrative room transfer within Samaritan.
23. In the event the Resident requires medical or surgical care which Samaritan is unable to provide, the Resident agrees to be transferred to a general or special hospital for such surgical or medical care at the expense of the Resident and/or their insurer. Samaritan will endeavor to give notice of such transfer to the Resident's next of kin or Designated Representative when feasible, but such transfer may be without notice, in cases of emergency.
24. The Resident and Designated Representative hereby acknowledge the receipt of personal copies of Samaritan Services and Policies Booklet, the Resident's Bill of Rights and this

Admission Agreement. These publications explain the Resident's bill of rights and responsibilities and serve as guidelines for residing at Samaritan. The Resident agrees to adhere to the rules and regulations of Samaritan and all subsequent amendments thereto.

25. The Resident hereby acknowledges that it is the policy of Samaritan to admit and treat all Residents and to provide services without regard to race, creed, color, disability, nation origin, sex, marital status, or age.
26. Samaritan has a Grievance Complaint Procedure in the event that a Resident, family member or Designated Representative wishes to file a complaint about the services provided by Samaritan or its staff. This procedure has been developed in order to assist Residents, family members and/or Designated Representatives bring a problem to the attention of staff so that the grievances can be resolved in an appropriate manner.
27. When so requested in writing, Samaritan shall provide a service of holding monies for incidental expenses. Resident may obtain these funds from the appropriate personnel of Samaritan during designated hours.
28. Samaritan shall not be liable or responsible for injuries to the Residents or damage to the Resident's personal property unless such injury or damage is caused by the negligence of Samaritan or a violation of the Public Health Law by Samaritan.
29. The Resident and/or Designated Representative hereby authorize Samaritan to release medical information and necessary data pertaining to filing insurance documents in the interest of the Resident.
30. The Resident, other than Medicare and Medicaid Residents, agrees to pay the designated rate for as long as personal funds will allow. When such Resident becomes eligible for medical assistance, such Resident and/or Designated Representative agree to apply immediately for medical assistance. The Resident and/or Designated Representative with Resident funds is obligated to pay the basic daily rate up to the time the Resident is determined eligible for medical assistance by a local, state or federal agency. In the event of retroactive payment by Medicaid, the facility agrees to reimburse the Resident the difference between the basic daily rate paid to Samaritan and the Medicaid rate from the date established for commencement of Medicaid eligibility to the date of the Medicaid determination, less the DSS determination of the Resident's share (NAMI monies) required to be paid to Samaritan.
31. As applicable, the Resident and Designated Representative agree that any monies or funds that are listed in the County Department of Social Services (NAMI Monies) required to be turned over Samaritan for payment to Samaritan for care rendered to the Resident will be promptly paid over to Samaritan. The Resident and Designated Representative hereby acknowledge that these funds are to be used to pay for the care of the Resident at Samaritan and that Samaritan is entitled to the prompt payment of said money or funds. The Resident agrees to be personally liable to Samaritan if at any time he/she fails to turn over the money or funds to Samaritan.

32. This contract represents the entire agreement between the parties, and it may not be changed or modified orally. This agreement shall be binding on heirs, executors, administrators, distributees, successors and assigns or the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the date written above.

Resident:

Signature_____

Print _____

Designated Representative / Responsible Party:

Signature_____

Print_____

Samaritan Administrator or Designee:

Signature_____

Print_____

Revised 1/5/15