ADMISSION AGREEMENT

Between
THE PINES HEALTHCARE AND REHABILITATION CENTER

And

_____ and/or _____,
(Resident) (Designated Representative)
on this _____ day of _____, 2025. This agreement will be effective beginning _____.
(Date of Admission)

Welcome to The Pines Healthcare and Rehabilitation Center ("The Pines"), a smoke free facility. This Admission Agreement ("Agreement") explains the services The Pines will provide to you as well as The Pine's obligations to you during your stay. It also explains your obligations, including financial obligations, as a resident of The Pines. Be sure that you, and/or your Designated Representative or Financial Representative, read through the entire Agreement, and please ask your Pines representative questions about any part of it that is not understood. This is very important because when you and/or your Designated Representative or Financial Representative sign this Agreement, you will be indicating that you understand, and agree to comply with and be bound by, all of its terms.

1. Terms and Definitions.

1.1 Resident: The person admitted to The Pines for care and treatment.

1.2 Designated Representative: The person (usually next of kin) who shall receive information, along with the Resident, and who shall assist and/or act on behalf of the Resident to the extent permitted by State law to make decisions regarding care, treatment and well-being if the Resident lacks the capacity to make such decisions. The Designated Representative cannot act with the authority of a health care agent (unless also appointed under a Health Care Proxy), but may be considered the surrogate under the Family Health Care Decisions Act.

1.3 Financial Representative: The person, such as an attorney-in-fact under a Power of Attorney, legal guardian, conservator, joint tenant or representative payee, who has legal access to and authority to handle the Resident's assets and financial information, and who agrees to assist the Resident in meeting his/her financial obligations under this Agreement.

1.4 Guardian: A person, corporation or public agency appointed by the New York State Supreme Court, Surrogate's Court or County Court to act on behalf of an incapacitated person in providing for personal needs and/or property management.

1.5 Health Care Agent: The person designated under a health care proxy to make health care decisions on behalf of the Resident.

1.6 Net Available Monthly Income ("NAMI"): The Resident's income from Social Security, pensions and other sources used to offset the cost of their care at The Pines.

2. Admission Standards.

2.1 The Pines will accept and retain only those residents for whom it can provide adequate care. Prior to admission, you will have been evaluated by nursing, social work and the Medical Director or a designated physician, all of whom will follow prescribed admission procedures for the purpose of determining the appropriate level of care. The Pines does not discriminate based upon race, creed, color, religion, veteran status, national origin, age, sex, sexual preference or sponsorship, marital status, disability, blindness or source of payment in its admission policies, and does not consider these qualities when deciding whether to accept

you for admission.

2.2 The Pines will not accept applicants who pose a risk of harm to themselves or to other residents. The Pines is not required to admit or retain residents who, because of behavioral disorders, are a danger to themselves or others, or whose behavior is so unacceptable that it interferes with the care and comfort of other residents. For your own safety as well as the safety of other residents, if you suffer from a communicable disease, you will not be admitted or retained unless a physician certifies in writing that the risk of transmissibility is negligible and you pose no danger to other residents, or if The Pines is equipped and staffed to manage such cases.

2.3 As required by law, The Pines is a smoke free facility. This ban applies to smoking both indoors and outside on The Pines grounds. Upon request, The Pines will provide you with a copy of its smoking policy.

2.4 Finally, The Pines requires you to comply with all its rules and regulations, as well as with all reasonable requests of The Pines Administrator and other duly authorized persons.

3. Financial Responsibility. It is important to realize that when you apply for admission to The Pines, you are agreeing to pay the cost of the care that will be provided to you. Whether you pay for this care directly or whether your care is paid for by a third party, The Pines requires payment in order to be able to provide services to you. In many instances, the source of payment for your care will change over time, and may involve private insurance, Medicaid or Medicare or others who may pay part or all of the cost of your care. For example, if you exhaust resources and/or deplete assets set aside to pay for your care at The Pines, you (and/or your Financial Representative on your behalf) should apply for Medicaid so that The Pines is paid for providing care to you. If the source of payment changes, you and/or your Financial Representative will be expected to take steps to secure payment from a collateral source, such as Medicaid, and/or to help The Pines in its efforts to obtain payment for your care from these other sources.

3.1 Resident Responsibilities for Cost of Care. By signing this Admission Agreement, you agree to the following:

3.1.1 You will be charged a daily rate for the care and services provided to you, and billed on a monthly basis. You agree to pay The Pines on the first day of each month the full amount for the upcoming month.

3.1.2 The daily rate for your room selection is $_____.
Should you request a change to your room or should your medical needs require a change to your room, your daily rate will be adjusted to the then current daily rate in place for such room at the time of your transfer. If you qualify for Medicare, Medicaid, or other insurance coverage with which The Pines has negotiated a daily rate, The Pines will accept such negotiated daily rate in lieu of the daily rate for the services and supplies covered by such third-party payers. Charges for additional physician or physician-ordered services are payable directly to The Pines or to the other provider of services.

3.1.3 Your insurance company, Medicare, Medicaid or a third party may only pay part of the daily rate on your behalf. In such situations, you agree that you will pay any amount that is not covered by your insurance company, Medicare, Medicaid or any other third party.

3.1.4 The Pines will at times need to increase the daily rate to cover the cost of care. This increase is separate and apart from any daily rate change due to your decision to transfer to a different room. You will receive thirty (30) days written notice before any new rate is to be implemented. If you decide to remain in The Pines at the new daily rate, then this Agreement will remain in full force and effect and you agree to pay any increases in that daily rate.

3.1.5 As you reside in The Pines, you may find that you become eligible for federal, state or

county assistance to pay for the cost of your care. You agree that you will take all required steps in a timely fashion or in the time frame indicated by The Pines (such as accurately completing and signing any applications, financial disclosures or other required forms; and attending hearings or other proceedings), and work with The Pines, in good faith, to complete any application or recertification process necessary to obtain such assistance. In addition, if you become eligible for Medicaid, The Pines may become representative payee for such amounts in order to ensure that you are appropriately paying for your care.

3.1.6 If you qualify for Medicare and third party insurance payers, there are co-pays and other contributions for which you remain financially responsible. You agree to pay those amounts to The Pines. If the Resident is a Medicare beneficiary, the Resident shall enroll in a Prescription Drug Plan ("drug plan") under Medicare Part D. Upon request, The Pines will assist the Resident or designated representative or financial representative in selecting a drug plan that best meets the Resident's needs.

Please note that Medicare does not pay for days when you are not in The Pines (for example, if you are transferred to a hospital). If you wish The Pines to hold your bed in your absence, you must pay the entire daily rate for those days you wish the bed be reserved for you. Additional information regarding The Pines' bed retention policy can be found in Section 6 below.

3.1.7 If you qualify for Medicaid and are receiving a pension, Social Security income or other federal benefits, Medicaid expects that you will use those benefits as your Net Available Monthly Income (NAMI) to contribute to the cost of your care and will reduce its payment to The Pines accordingly. By signing this Admission Agreement, you are voluntarily agreeing to a) use your pension and federal benefits, including your Social Security in come, to contribute to the cost of your care; and b) assign those benefits to The Pines. To assist you in fulfilling this obligation, The Pines will become representative payee for such pension and federal benefits including your Social Security income if you wish. See Addendum IV.

Please note that Medicaid does not pay for days when you are not in The Pines (for example, if you are transferred to a hospital). If you wish The Pines to hold your bed in your absence, you must pay 50% of the current Medicaid rate for those days you wish the bed be reserved for you. Additional information regarding The Pines' bed retention policy can be found in Section 6 below.

3.1.8 You agree to provide updated financial information when requested for your Medicaid application. You also agree that you will alert The Pines to any unexpected or sudden change in your financial condition. Because of the delay in the Medicaid application process, you may be asked to begin that application process two (2) months or more before your financial resources reach the point where you would be eligible for Medicaid. The Admission Financial Application will be provided to you at that time.

3.1.9 If you apply for Medicaid and then your liquid assets are exhausted or unavailable before you become a Medicaid recipient, you agree to pay your monthly income to The Pines as partial payment for the daily rate.

3.1.10 The Pines is providing care to you, and you agree to pay for the cost of such care. Since The Pines is entitled to payment for services rendered, you and any Financial Representative (collectively, the "Undersigned"), personally and independently guarantee continuity of payment to The Pines for the cost of your care. Unless the Financial Representative or Designated Representative is legally obligated by law to pay for your care (as your spouse may be), the Financial Representative and Designated Representative are not required to use their personal resources to pay for your care. However, if necessary to pay The Pines for your care and without incurring the obligation to pay personally from his/her funds, the Financial Representative and Designated Representative personally agree to use your income, assets and resources for payment amounts due hereunder.

3.2 Financial Representative Responsibilities for the Benefit of the Resident. Intending to be legally bound, the Financial Representative agrees to undertake the following obligations for the benefit of the Resident:

3.2.1 The Financial Representative understands that he/she is a Financial Representative of the Resident and has access to the Resident's income, assets, resources and financial information.

3.2.2 The Financial Representative understands the Resident must pay for the care received at The Pines as described in this Agreement and agrees that the Resident wishes the Financial Representative to comply with the obligations set forth in this agreement.

3.2.3 The Financial Representative shall assist the Resident to facilitate the Resident's admission to The Pines.

3.2.4 The Financial Representative agrees and acknowledges that The Pines will be relying on the Financial Representative's agreement to provide the following assistance to The Pines:

(a) **Financial Representative will use Resident's financial resources to pay the Resident's bill at The Pines:** Without incurring the obligation to pay for the cost of the Resident's care from the Financial Representative's own funds, the Financial Representative personally agrees to use the Financial Representative's access to the Resident's income, assets, resources and financial information to aid the Resident in meeting his/her obligations under this Agreement.

(b) **If the Resident runs out of money to pay The Pines, the Financial Representative must complete a Medicaid application on behalf of Resident:** If the Resident's income, assets and resources are depleted and if the Financial Representative has access to the Resident's income, assets, resources and financial information, the Financial Representative agrees: 1) to timely and thoroughly complete the Medicaid application and recertification processes; 2) to keep The Pines apprised of the status of the Resident's Medicaid application and recertification; and 3) to seek the assistance of The Pines should a difficulty arise during the Medicaid application or recertification processes.

(c) **The Financial Representative will use Resident's money to pay The Pines:** More specifically, the Financial Representative will use his/her access to the Resident's income, assets, resources, and financial information to ensure continued satisfaction of the Resident's payment obligations to The Pines and agrees not to use or transfer the Resident's income, assets, resources or financial information in such a way as to place The Pines in a position where The Pines cannot receive payment from either the Resident's funds or Medicaid. Should it later be determined that a transfer of the Resident's income, assets, or resources has occurred which creates a Medicaid penalty period or otherwise prevents the Resident's full and timely qualification for Medicaid, the Financial Representative will take any and all steps necessary to return such income, asset or resource to the Resident's full use for payment to The Pines and/or Rochester Regional Health of charges incurred.

(d) **If Resident receives Medicaid and if Medicaid states that Resident must pay a portion of The Pines bill, Financial Representative will pay that portion of the bill from the Resident's money:** If the Resident becomes Medicaid eligible and if the Financial Representative has access to the Resident's income, assets, resources and financial information, the Financial Representative personally agrees to assure that The Pines is paid from such income, assets and resources any excess resources as calculated by the Medicaid agency and that portion of the monthly Medicaid rate which the Medicaid agency may direct the Resident to pay towards the cost of his/her care (NAMI).

(e) **The Financial Representative must provide accurate information about the Resident's finances:** The Financial Representative personally agrees to assist in meeting the disclosure of information obligations under this Admission Agreement if necessary and if requested, by providing to the Department of Social Services or other entities, timely and complete financial information and/or documentation of the Resident's income, assets, resources or financial information to which the Financial Representative has access.

4. <u>Breach of Resident's and/or Financial Representative's Obligations.</u>

4.1 In the event you (the Resident) fail to pay for the cost of your care, fail to assign to The Pines benefits you are receiving that are for the cost of your care, or otherwise fail to comply with the obligations in

Section 3.1 above, you will be in breach of this Agreement and agree to pay damages The Pines may incur, including but not limited to attorneys' fees and court costs.

4.2 In the event the Financial Representative fails to comply with the obligations in Section 3.2 above, the Financial Representative will be in breach of this Agreement and agrees to pay damages The Pines may incur, including but not limited to attorneys' fees and court costs.

4.3 Please note that The Pines will rely on all of the financial resource information you provide to it. If you provide false information or misrepresent your financial resources, or withhold or fail to disclose material financial information such that The Pines cannot recover reimbursement for your care, you will be in breach of this Agreement. In that case, you may be held liable for any damages that The Pines may incur including attorneys' fees and court costs.

4.4 In addition, in the event of any breach under the Admission Agreement, you agree to voluntarily discharge yourself from The Pines as soon as a safe discharge plan is arranged.

4.5 In the event of any breach under the Admission Agreement and The Pines cannot safely discharge you, you agree to reimburse The Pines for the full cost of any care provided to you, without limits, during the time in which you remain at The Pines until a safe discharge can be arranged.

4.6 If you are discharged from The Pines for failure to pay for the cost of your care, The Pines will collect any outstanding amounts from you, including attorneys' fees and court costs.

4.7 The Pines reserves the right to assess a charge on a monthly basis at a rate of 16% per year on any private pay balance that has not been paid within thirty (30) days from the billing date. You also agree that The Pines may use any personal fund balances to pay outstanding unpaid charges for deductible and coinsurance amounts, and for any other amounts due The Pines under this Agreement.

5. <u>Services.</u> This Agreement describes the services that will be provided to you by The Pines once you are accepted into it. Please note that there are four (4) types of services that you may receive: 1) Basic Services, which The Pines provides to all residents and which are included in the daily rate; 2) Special Services, for which a resident must pay in addition to the daily rate; and 3) Items/services not included in daily rate and/or insurances; 4) Medicaid-covered Services which are provided to residents who are Medicaid recipients. These services are described more fully below.

5.1 Basic Services. The following services are included in the cost of your daily rate, and there is no additional charge for your use of them:

- Room and Board, including special diets as prescribed by your physician;
- 24 hour Skilled Nursing Care;
- Assistance and/or supervision when required with activities of daily living, including but not limited to, toileting , bathing, feeding and ambulation assistance;
- Services in the daily performance of their duties by The Pines' staff concerned with resident care;
- Social Work services as needed;
- Therapeutic recreation services;
- Customarily stocked equipment including, but not limited to crutches, walkers, wheelchairs or other supportive equipment, except when a specific item is prescribed by a physician for regular and sole use by you. In such case, it is your responsibility to purchase those items on your own;
- Standard equipment, medical supplies, and modalities in a quantity usually used in your everyday care including, but not limited to, catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads;
- General household medicine cabinet supplies including, but not limited to non- prescription medication and materials for routine skin care, oral hygiene and care of hair, except when specific items are medically indicated by a physician and provided by you for exceptional use. If you

desire a medicine cabinet item which The Pines does not supply, then you are financially responsible for the purchase of such item;

- Gowns as required by your clinical condition (unless your designated representative elects to furnish them) and laundry services for these and your other launderable personal clothing items;
- Clean bed linen as needed, changed at least twice weekly;
- Kosher dietary products prepared in accordance with religious requirements when requested, provided that you, as a matter of religious belief, desire to observe Jewish dietary laws.

5.2 Special Items/Services. The following services are not included in the daily rate and are billed separately. If these services are provided to you through The Pines, pursuant to The Pines policy, physician orders, or your election to receive such services, then you accept through this Agreement to be responsible for payment of their costs or copayments. The following are examples of items/services that the facility may provide for the resident and whereas payment is not made by Medicare, Medicaid or third party insurance payers:

- Physician Services
- Podiatry Services
- Radiology Services
- Laboratory Services
- Electrocardiogram
- Respiratory Therapy Services and Supplies
- Medical Appointment Transportation
- Ophthalmology Services
- Dental Services
- Speech Evaluation and Supplies
- Physical Therapy Services
- Occupational Therapy Services
- Pharmaceutical Services
- Audiology Services

5.3 Items/services not included in daily rate and/or insurances

- Television /radio, personal computer or other electronic device for personal use
- Personal clothing
- Personal comfort items, including smoking materials, notions and novelties and confections
- Personal reading matter
- Cosmetic and grooming items and services in excess of those for which payment is made under Medicaid or Medicare
- Gifts purchased on behalf of a resident
- Flowers and plants
- Cost to participate in social events and entertainment outside the scope of the activities program
- Non-covered special care services such as privately hired nurses or aides
- Private room, except when therapeutically required (for example, isolation for infection control)
- Telephone, including a cellular phone.

5.4 Medicaid-covered Services. If you have qualified for Medicaid and your cost of care is paid for by Medicaid then, in addition to all the Basic Services, you are entitled to receive the following services at no additional cost above the daily rate.

- Physician Services
- Dental Services
- Speech Evaluation and Supplies
- Physical Therapy Services
- Occupational Therapy Services
- Pharmaceutical Services
- Audiology Services
- Medical Appointment Transportation

6. Bed Retention Policy.

6.1 A Resident may find that a medical illness or other matter may require that the Resident be away from The Pines for some period of time. Certain Pines Residents have the option of keeping their bed available for their return. In the event that there are five or more open beds available at the facility, the bed retention policy would not be implemented. Upon discharge to the hospital, a member of the Finance Department will contact the hospital regarding the resident's return. At that time, it will be determined if a bed hold is appropriate.

6.2 Non-Medicaid Resident. The resident will be permitted to have temporary absences from the Nursing Home, in accordance with the Nursing Home's rules and policies; subject to applicable third party payer regulations and guidelines. In such an event, a bed hold may be arranged by the resident or resident's representative and he/she will continue to pay the Nursing Home's charges and the Nursing Home will hold the resident's bed available until his/her return. If the resident and/or the resident's representative decide that the resident will not return to the Nursing Home, the Nursing Home must be notified three (3) days in advance in writing of such decision. The Nursing Home reserves the right to decline a bed hold for private pay residents on the basis of financial arrears. Medicare does not pay for bed holds during temporary absences from the Nursing Home. If you are a Medicare resident and leave the facility overnight, and you wish to hold your bed in the Nursing Home, you will be billed at the prevailing per diem and assessment rate. This includes hospital admissions, hospital observation days, as well as home visits.

6.3 Medicaid Resident. For Medicaid residents only, the Pines will hold the resident's bed for seventy-two (72) hours following hospital admission at no charge (even though the facility will not be paid for those days). Thereafter, in order for our facility to "hold" the bed, the resident will be required to privately pay 50% of the current Medicaid rate. Payment must be paid in advance, within the 72-hour window or no charge bed hold. This policy will apply for no more than four (4) occurrences per year up to twelve (12) days. Bed hold days within the 72-hour period for which residents will not be charged may not be combined or carried over. The following criteria must be met in order for the Nursing Home to hold the bed:

- The resident has resided at the Nursing Home for a minimum of thirty (30) days.
- After the hospitalization, it is anticipated the resident will require the same level of care.
- The resident desires that his/her bed be reserved.
- The resident continues to meet the necessary residency requirements and is able to be cared for by the Nursing Home.
- Residents with accounts in arrears over thirty (30) days will not be afforded the courtesy of a bed hold, unless past due account is brought current.

6.4 When a Resident with no bed hold wishes to return to The Pines, The Pines shall offer the Resident priority readmission. "Priority readmission" means that the Resident is entitled to the first available semi-private room. You should know that any Resident is entitled to priority readmission after a hospitalization or therapeutic leave even if the Resident has no bed hold or had a bed hold but it expired. So without a bed hold, the room you return to with priority readmission may not be the same room that you previously were in, but you will still be entitled to a room unless you have been discharged and are no longer a resident.

6.5 By checking below, you are indicating that you wish your bed to be held when you leave The Pines and you agree that you will comply with The Pines Healthcare and Rehabilitation Center bed hold policy.

☐ PLEASE HOLD MY BED IN THE EVENT I AM AWAY FROM THE PINES. I AGREE TO PAY THE DAILY RATE FOR EACH DAY MY BED IS HELD.

☐ PLEASE DO NOT HOLD MY BED AS I AM NOT OBLIGATED TO HOLD MY BED AND TO MAKE THIS APPROPRIATE PAYMENT.

7. Responsibilities of The Pines. The Pines strives to provide an environment that is safe, clean, comfortable and welcoming to its Residents and their family and friends. In addition to the services listed above, The Pines will also provide and/or arrange for the following services:

7.1 Laundry Service. Personal clothing is laundered on the premises at no additional charge to the resident. Whether this service is utilized or an independent source of laundering is used, we ask that all clothing items be marked with the Resident's name. Please notify nursing staff of any clothes brought in for a Resident.

7.2 Personal Services. The Pines will assist you in arranging for the following services. Please note that you are responsible for the fee for them unless otherwise specified below.

- Personal in-house bank account (interest bearing);
- Beautician and barber services;
- Basic satellite television service is provided at no charge for our residents;
- Personal telephone service within the local calling area is provided at no charge to our residents. Any telephone service beyond the local calling area or long distance can be arranged by contacting the local phone company directly. Costs associated with additional telephone services are the responsibility of the resident.

7.3 Physician Visit.

7.3.1 To ensure our Residents' health and well-being while at The Pines, The Pines requires that you receive regular medical visits from a physician on The Pines Medical Staff or from your personal physician or nurse practitioners or physician assistants who are authorized to provide services to The Pines residents. The Medical Director will make arrangements for another physician, or nurse practitioner or physician assistant to see you if the attending physician is not available for regular or emergency visits. If you so choose, you may see your personal physician provided he or she is credentialed to see residents at The Pines. You agree to a medical visit at least every thirty (30) days for the first ninety (90) days of your stay at The Pines, and every sixty (60) days thereafter. You also agree to have more frequent visits when medically indicated, and to have an annual health review and annual dental examination. In addition, you shall report unexpected changes in your condition to the nursing staff and/or responsible physician.

7.3.2 If your physician orders a diagnostic study, medical care or treatment which cannot be performed in The Pines, then you shall be transferred to another appropriate health care facility. Such transfers shall be made at the request of or with the approval of the attending physician.

7.3.3 You will have the opportunity to participate in your care plan and proposed treatment. You have the right to refuse to participate in experimental research and to refuse any medication and treatment after being fully informed and understanding the consequences of such actions. By doing so, you accept responsibility for your own outcome.

7.4 Safeguarding Valuables.

7.4.1 Although not required, a Resident may wish, for security reasons, that personal money be managed by a Resident's Financial Representative or deposited in a personal account at The Pines. Money should not be left in the Resident's room. Personal money can be deposited or withdrawn through a designated Pines Finance staff member at any time. For withdrawals over $100.00, The Pines requests a two (2) business day notice. Deposits and withdrawals from personal accounts are documented on receipts and quarterly statements are provided to the Resident or his/her Financial Representative. If you are discharged, any refunds from your personal account will be made pursuant to The Pines policy.

7.4.2 The monetary and emotional worth of valuables (e.g. jewelry, collectibles) must be closely considered prior to bringing them to The Pines. Although a locked drawer is available for each Resident, there have been unfortunate situations where a drawer was not used or was not locked and a valuable has been misplaced. If valuables cannot be maintained by the family, we encourage the family to contact the Resident Care Liaison to make arrangements.

7.4.3 You agree that The Pines is not responsible for money, valuables or personal belongings that are not given to The Pines for safekeeping.

7.5 Recommendation/Complaint Policy. Residents, family and friends can assist in the care of their loved ones by bringing recommendations and complaints to the attention of staff members as quickly as possible. The Pines' staff will contact the appropriate department and the situation will be addressed as quickly as possible. Residents, family and friends are encouraged to relate, either orally or in writing, any unresolved recommendation or complaint to The Pines staff or Administrator. The staff will notify the Administrator, Resident Care Liaison or Social Worker who will respond as soon as possible.

7.6 Resident Responsibilities. The comfort and well-being of all Residents depends upon each Resident's willingness to follow The Pines' regulations and policies. By signing this Agreement, you agree to obey all existing regulations of The Pines as they now exist or may be amended in the future, and to fulfill the Resident responsibilities as attached to the Resident Bill of Rights. In addition, you agree:

- To notify The Pines of any change of address or phone number of your Designated Representative, Financial Representative, Guardian or Health Care Agent changes;
- To notify The Pines if your Designated Representative, Financial Representative, Guardian or Health Care Agent changes;
- To remove all furniture and personal items such as clothing and jewelry, at your expense, within seven (7) days of discharge; unless alternate arrangements have been made and have been approved by The Pines. The Pines reserves the right to remove the personal items from the room into a storage area within 24 hours, and dispose of remaining items after the 7 day time period;
- To utilize The Pines' designated pharmacy for all medications;
- To allow The Pines to take your photograph for the purpose of identification;
- To utilize the options outlined above to help safeguard your funds, valuables, and personal belongings (i.e. a locked drawer in your room available upon request, Pines safe, personal fund account). The Pines cannot be responsible for the loss of money, valuables or personal belongings that are not given to The Pines for safekeeping; and
- To provide such personal clothing and effects as needed or desired by the Resident.

8. <u>Discharge and/or Transfer.</u>

8.1 In order to care for and protect all of its Residents, The Pines may determine that it is appropriate to transfer a Resident to a different facility upon the following: a significant change in your medical condition for which The Pines cannot provide adequate treatment; to protect your welfare or the welfare of another resident; and for certain emergency situations. In these circumstances, The Pines will seek appropriate evaluation and assistance and make arrangements for your transfer to an appropriate and safe location prior to termination of this Agreement. After transfer to a hospital, you will be given priority readmission to The Pines. After discharge from The Pines, readmission is subject to The Pines having a suitable room available. In the event that it becomes inappropriate for The Pines to provide the level of care you require, you authorize the release of medical and financial information to other health care facilities for the purpose of determining admission eligibility.

8.2 In the event that the Resident discharges him/herself from The Pines against the advice of the attending physician and The Pines, the Resident shall indemnify and hold harmless the physician, The Pines, the County of Cattaraugus, its employees and agents against all claims, actions, proceedings, costs, damages and liabilities, including reasonable attorney’s fees arising out of, connected with, or resulting from such discharge.

8.3 In addition, and in accordance with above, The Pines may terminate this Agreement and discharge you for your non-payment of services provided to you. You agree that your failure to pay for the cost of your care constitutes a breach of this Agreement and that you will voluntarily discharge yourself from The Pines. Furthermore, you agree that prior to your discharge from The Pines, whether voluntarily or involuntarily, adequate arrangements will be made with The Pines for the payment of any amount due to The

Pines for your care. If the Resident leaves the nursing facility for reasons beyond their control, then any private pay overpayment will be refunded to the appropriate party by check after any applicable paperwork has been received.

9. Short Term Stay Responsibilities and Agreement.

9.1 Based on clinical needs, some Residents are admitted for a short term stay (typically less than 12 weeks) to receive rehabilitative or other services.

9.2 The Resident, Financial Representative and Designated Representative understand and, in addition to the obligations contained in this Agreement, agree that when the short-term services are completed they will cooperate with The Pines to effect a safe and appropriate discharge or transition to long term care.

9.3 When the short-term services are completed, and if the Resident does not need long term care at The Pines, a discharge plan will be developed, and the Resident may be discharged from The Pines and return to his/her home in the community or other community residence.

9.3.1 We agree to maintain the Resident's residence in the community during his/her short-term stay.

9.3.2 For Residents requiring home care after completion of the short-term rehabilitation, we agree to cooperate with The Pines in arranging for home care.

9.4 If the Resident requires residential skilled nursing care when the short-term rehabilitation is completed, the Resident may remain at The Pines under this Agreement (without the need to re-execute) or be transferred to another nursing home.

9.4.1 If long-term care is needed, we agree to comply with all financial responsibilities under Section 3 of this agreement.

10. Photography.

10.1 It is the policy of The Pines that a photograph of each Resident be taken upon admission for identification purposes. Photographs of appropriate parts of the Resident's body may also be taken in order to provide supporting documentation of a medical condition. Any photographs taken will be placed in, and remain part of, the Resident's medical record.

10.1.1 By signing this, I acknowledge that the resident photograph upon admission and/or photographs of body parts to provide support in the documentation of a medical condition is permissible and will remain in the resident chart and is considered Protected Healthcare Information by The Pines.

Resident:
Print Name: _____

Signature: _____ Date: _____

(Or) Responsible Party:
Print Name: _____

Signature: _____ Date: _____

Occasionally, pictures are taken at The Pines or outside The Pines during an activity or event that may be used for public relations. I authorize The Pines to use my photograph for public relations purposes. Check and initial appropriate response below:

☐ Yes ____

☐ No ____

11. Conclusion.

10.1 By signing below, you indicate your understanding and agreement to be bound by all of the terms of this Agreement. You have been given the opportunity to ask questions and all of your questions have been answered. The Attached Addenda shall become part of this Agreement. You will be given a copy of the signed Agreement and Addenda. Please provide complete, accurate and current information regarding your Designated Representative, Financial Representative, Guardian and Health Care Agent.

10.2 You agree to notify The Pines of any changes to this information and provide The Pines with updated documents within ten (10) days of such change.

Resident:

Print Name: _____

Signature: _____ Date: _____

The Designated Representative/Medical Emergency Contact for the Resident:

Print Name: _____

Signature: _____ Date: _____

Relationship: _____

Address and phone: _____

The Financial Representative for the Resident if different than Medical Emergency Contact:

Print Name: _____

Signature: _____ Date: _____

Relationship: _____

Address and phone: _____

Witness—Representative of The Pines Healthcare & Rehabilitation Centers:

Print Name: _____

Signature: _____ Date: _____

The Guardian for the Resident if applicable:

Name: _____

Date of Appointment: _____ (Attach copy of Court Order and/or Commission)

Address and phone: _____

The Health Care Agent for the Resident is:

Name: _____

Date of Proxy: _____ (Attach copy of Health Care Proxy)

Address and phone: _____

Copies of other required forms: Power of Attorney _____, Representative Payee _____

Addendum I
Admission Agreement

Resident's Certification, Authorization to Release Information and Payment Request

Resident: _____
(Print Name)

Certification

I certify that the information given by me in applying for payment under Title XVIII of the Social Security Act is correct. I authorize any holder of medical or other information about me to release to the Social Security Administration or its intermediaries or carriers any information needed for this or related Medicare claims. I request that payment of authorized benefits be made on my behalf.

Release of Information

I authorize The Pines to share and to use and disclose my health and financial information to any other provider to treat me and arrange for my medical care; to seek and receive payment for services given to me; and for the business operations of The Pines, including its facilities, programs, employees, medical staff and independent providers.

Consent for Assignment

I request that payment under Medicare, Medicaid, other federal health care programs, and private insurance be made directly to The Pines on any unpaid bills for services furnished to me.

Signature _____ Date _____
(Print Name)

Relationship if Signed by Authorized Representative _____

Addendum II
Admission Agreement

Authorization For Information And Representation

I hereby authorize and request that each of the following persons, agencies, companies and organizations give full, detailed and relevant information regarding me, to the representative(s) of The Pines for the purpose of applying for and/or maintaining (including recertifying) Medicaid, Medicare, Financial Assistance Programs, Insurance Coverage, Workers' compensation, No-Fault and/or other entitlement and Community Based Programs to which I may be entitled:

- All Local, State and Federal agencies and departments including Social Services, Health and Vital Statistics , Workers' Compensation, Labor, Law Enforcement, Correctional Services, Social Security Administration, Health Care Finance Administration, Immigration and Naturalization Services and Bureau of Veterans Affairs;
- Pension Plan Administrators;
- Utility Companies (Gas, Electric, Telephone, Cable, etc.);
- Current and/or Former Employers;
- Current and/or Former Landlords;
- Banks, Credit Unions and/or other Financial and Investment Institutions which now hold or have held my funds or within which I have a safe deposit box
- Funeral Homes
- Fraternal/Union Affiliations
- Health Care Providers holding financial information
- Insurance companies which are holding or have held funds payable to me and which are holding or have held medical, life, no-fault or other coverage for me
- Attorney or other Legal Representatives such as Guardians, Attorneys in Fact and Health Care agents, Trustees or Executors
- Other

In addition, I authorize The Pines to act as my representative in applying for and maintaining (including recertifying) Medicaid, Medicare, Financial Assistance Programs, Insurance coverage, Workers' Compensation, No-Fault and/or Entitlement and Community Based Programs to which I may be entitled, and to act as my representative at any conference, administrative review, or fair hearing, as necessary.

This authorization includes the filing of and representation in the appeal of a denial of Medicaid eligibility or benefits (including participation at the Medicaid Fair Hearing), or of rebudgeting decisions, should such appeal or representation become necessary because I am and/or my Financial Representative is unable or unwilling to make such appeal, provided The Pines determines that such appeal is necessary and prudent. The Pines shall be authorized, but not obligated, to file on its own initiative a Medicaid application or Medicaid recertification application on my behalf in the event that I am, or my Financial Representative is unable or unwilling to do so. I understand that by signing this Authorization, The Pines DOES NOT UNDERTAKE ANY OBLIGATION TO FILE ANY SUCH APPLICATION OR APPEAL of Medicaid benefits on my behalf unless The Pines determines that the application or appeal is necessary and prudent.

These Authorizations will continue without expiration unless indicated otherwise here:

_____
(Expiration date of Authorizations)

I can rescind these Authorizations at any time with written notice.

Patient Name: _____

Social Security Number: _____ Date of Birth: _____

_____ Date: _____
Signature of Patient

_____ _____
Signature of Designated Representative Relationship to Patient

Addendum III
Admission Agreement

Payment of Estimated NAMI to The Pines

During the period of time following the submission of a Medicaid application and before the Department of Social Services (DSS) eligibility decision, The Pines staff will review the information provided to DSS during the Medicaid eligibility process and, based on such information, will estimate the Net Available Monthly Income ("NAMI") to be paid to The Pines.

The Pines will inform the Resident and Financial Representative of the estimated NAMI. **The Resident and Financial Representative agree to pay the estimated NAMI by the 15th day of each month. Payment will be made from the Resident's income, assets or resources, including but not limited to Social Security and pension income.** After The Pines receives the eligibility notice from DSS, The Pines will review DSS's calculation of the NAMI to be paid to The Pines and will adjust the Resident's account balance accordingly.

Even though the Resident and Financial Representative pay the estimated NAMI, the Resident may still have an outstanding account balance due, for example, in the case of the denial of Medicaid eligibility or the inspection of a Medicaid penalty period. **Even though the estimated NAMI is paid, the Resident and Financial Representative still have to pay the Resident's outstanding account balance from the Resident's income, assets or resources.**

Please answer the following and provide any additional information where requested.

The Resident is currently receiving Social Security: Yes _____ No _____

The Resident is currently receiving a pension. Yes _____ No _____

If the Resident is receiving a pension, please provide the following information on name and address of pension payer and pension amount.

Pension Payer: _____
_____
_____

Pension amount: _____

Resident _____ Date: _____
(Signature)

Financial Representative _____ Date: _____
(Signature)

Addendum IV
Admission Agreement

Social Security, Supplemental Security Income, Special Veterans Benefits and/or Pension Benefits

I authorize any and all Social Security, Supplemental Security Income, Special Veterans Benefits and/or pension plans to pay such benefits for _____ (Resident Name) directly to:

The Pines Healthcare and Rehabilitation Center
2245 West State Street
Olean, New York 14760

I authorize The Pines to become representative payee for such benefits.

Resident or Financial Representative: _____

Signature: _____ Date_____

Print Name: _____