

THE HEBREW HOME FOR THE AGED AT RIVERDALE  
ADMISSION AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between The Hebrew Home for the Aged at Riverdale (hereinafter referred to as the "Home") and \_\_\_\_\_ (hereinafter referred to as "Resident,") now or formerly residing at \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as "Responsible Party"), residing at \_\_\_\_\_.

**IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:**

**1. THE RESPONSIBLE PARTY.**

- 1.1 The "RESPONSIBLE PARTY" is the person who (i) has access in part or in whole to the resident's income or resources, and is designated to assist and/or act on behalf of the Resident with regard to financial matters but has no obligation to use his/her own financial resources to pay for the Resident's care, and (ii) is willing to assist the Resident in applying for other sources of payment for the Resident's care (*e.g.* Medicaid).
- 1.2 The "UNDERSIGNED" refers to the Resident and the Responsible Party collectively.

**2. SERVICES PROVIDED BY THE HOME.**

The Hebrew Home for the Aged at Riverdale hereby agrees to provide the above-named Resident with nursing home care and services, and additional items and services, in accordance with the terms and conditions herein stated.

- 2.1 BASIC SERVICES PROVIDED UNDER THE DAILY RATE. The basic services provided under the daily rate to all residents include:
  - 2.1.1 Lodging and board (including therapeutic or modified diets as prescribed by a physician), which shall be prepared in accordance with Orthodox Jewish religious requirements;
  - 2.1.2 Twenty-four (24) hour per day nursing care;

- 2.1.3** 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 needles and syringes, irrigation outfits, dressings and pads and so forth;
- 2.1.4** Fresh linen changed at least twice weekly, including sufficient quantities of necessary bed linen or appropriate substitutes changed as often as required for incontinent residents;
- 2.1.5** Hospital gowns required by the clinical condition of the Resident, unless the Resident, next of kin or Responsible Party elects to furnish them;
- 2.1.6** Non-dry cleaning laundry services for machine washable personal clothing items and hospital gowns;
- 2.1.7** General household medicine cabinet supplies, including, but not limited to, non-prescription medications, materials for routine skin care, oral hygiene, care of hair and other routine care, except when specific items are medically indicated and prescribed for exceptional use for a specific resident;
- 2.1.8** Assistance and/or supervision, when required, with activities of daily living, including, but not limited to, toileting, bathing, feeding and ambulation assistance;
- 2.1.9** Services of the members of the Home staff performing their daily assigned resident care duties;
- 2.1.10** Use of customarily stocked equipment, including, but not limited to, crutches, walkers, wheelchairs and other supportive equipment, including training in their use when necessary, unless such items are prescribed for regular and sole use by a specific resident;
- 2.1.11** Activities program, including, but not limited to, a planned schedule of recreational, motivational, social and other activities, together with necessary materials and supplies to make the resident's life more meaningful;
- 2.1.12** Social services as needed;
- 2.1.13** Arrangements for opportunities for religious worship and religious counseling for residents requesting such services;
- 2.1.14** Routine oral hygiene care and twenty-four (24) hour emergency dental care; administered by or under the direct supervision of a licensed dentist;

**2.1.15** Arrangement for other services as required for the health, safety, proper care and treatment of the Resident.

## **2.2** ADDITIONAL ITEMS AND SERVICES.

### **2.2.1** PRESCRIPTION MEDICATIONS AND MEDICARE PART D.

The cost of prescription drugs prescribed by an authorized health care provider is not included in the daily rate. A Resident will be responsible for drug charges that are not covered by Medicare, Medicaid or third party payor.

If the Resident is a Medicare beneficiary, he or she may enroll in a Prescription Drug Plan under Medicare Part D. The Home will assist the Resident, Responsible Party or other individual designated to make decisions regarding non-financial matters (hereafter referred to as the “Designated Representative”) to select a Medicare Part D Plan and will seek to ensure that local pharmacies recognize the Plan selected by the Resident, Responsible Party or Designated Representative.

### **2.2.2** PHYSICIAN AND ANCILLARY SERVICES.

The Home will arrange for physicians, nurse practitioners, and/or physician assistants credentialed by the Home to provide care to the resident and ancillary services to be available to the resident when prescribed by a physician. Physician services are not included in the Home’s daily rate. The Home will arrange for a physician to visit the resident no less often than once every thirty (30) days for the first ninety (90) days after admission and at least every sixty (60) days thereafter and more often if medically necessary. Residents who wish to have their own physician provide care in the Home must request it of the Home prior to admission. The Home shall promptly evaluate such requests for a physician to be approved to provide services to the Resident consistent with the Home’s resident care policies and procedures. Residents may arrange to see their own physician in the community, in which case the Resident will be solely responsible for payment of any related charges and for the cost of the transportation services as set forth in paragraph 2.2.3.

Charges for physician visits and physician-ordered ancillary services are not included in the daily rate. Charges may be billed by the Home or directly by the provider of the service. The Resident shall not be required to pay for services paid by Medicare or Medicaid or third party payor except for deductibles and co-insurance. Ancillary Services include:

- Physical therapy services;
- Occupational therapy services;

- Speech pathology services;
- Audiology services;
- Podiatry services;
- Laboratory, radiological and EKG services;
- Psychiatry and psychological services;
- Oxygen therapy; and
- Optometric services.

**2.2.3 TRANSPORTATION SERVICES.**

The Resident will be responsible for transportation services not covered by Medicare, Medicaid or a third party payor. The Resident will also be responsible for the cost of any personnel necessary to accompany the Resident on such transportation services.

**2.2.4 EYEGLASSES, HEARING AIDES AND PROSTHETIC DEVICES.**

Eyeglasses, hearing aides and dental prostheses and other prosthetic devices are made available by the Home but are not included in the daily rate. To the extent that they are not paid for by Medicare, Medicaid or a third party payor, the Resident shall be charged when the cost is incurred.

**2.2.5 PERSONAL ITEMS.**

Personal items and services are not covered by the daily rate and are not normally covered by Medicare, Medicaid or third party payor. Such items include, but are not limited to:

- Beauty & Barber Shop;
- personal telephone;
- private television; private cable television installation, maintenance and monthly charges;
- newspapers and other personal reading matter;
- Personal dry cleaning;
- Transportation for personal use;
- Personal comfort items including, but not limited to, lotions and novelties and confections;
- Flowers and plants; and

- Shoes and clothing.

### **2.3 CHARGES FOR ADDITIONAL ITEMS AND SERVICES.**

The charges for additional items and services are subject to change. To the extent practicable, the Home will notify the Resident and Responsible Party at least thirty (30) days in advance of the effective date of any increases in prices for those items and services which the Home directly provides or for which it arranges.

### **2.4 RESIDENT ACCOUNT.**

When requested in writing, the Home provides the service of holding Resident moneys for incidental expenses. Funds in excess of \$50.00 or as required by regulation will be held in an interest-bearing account. See Exhibit 2 attached hereto and made a part hereof.

## **3. PAYMENT FOR SERVICES.**

The Resident and the Responsible Party hereby personally guarantee continuity of payment from the Resident's income and assets to which he/she/they have access or control. The Resident and Responsible Party also personally guarantee to arrange for third-party payment, if necessary to meet the Resident's cost of care, in a timely manner so as to ensure there is no interruption of payment to the Home.

**3.1 DAILY RATE.** The Daily Rate as of the date of this Agreement is based upon the level of care required and the type of room requested. Based upon your current care requirements the Daily Rate is \$\_\_\_\_\_ for a private room and \$\_\_\_\_\_ for a semi-private room. Should your required level of care change, the Daily Rate shall be adjusted accordingly pursuant to the Home's rate sheet, a current copy of which is attached hereto. These rates are subject to change upon thirty (30) days written notice to the Resident and Responsible Party. All residents who are "Private Pay" residents pursuant to paragraph 3.4.1, below, are required to pay the Daily Rate.

### **3.2 MEDICARE RESIDENTS.**

**3.2.1 Medicare Part "A" Coverage.** Those Residents who receive Medicare Part "A" benefits will be responsible for all applicable co-insurance charges and charges for non-covered services. (When a Resident is no longer eligible for Medicare Part "A" or Medicaid benefits, and becomes a Private Pay Resident, the Home will require a prepayment equal to two (2) months' charges in accordance with paragraph 3.4.3 of this Agreement.)

**3.2.2** Medicare Part “B” Coverage. The Home will seek reimbursement from the Federal Government under the Medicare Program Part “B” for Medicare Part “B” services. Residents with Medicare Part “B” coverage **will** be responsible for unpaid charges, including co-payments and deductibles and for services not covered in full by Medicare or another payor.

**3.3** MEDICAL ASSISTANCE/MEDICAID RESIDENTS.

**3.3.1** Assurance of Uninterrupted Payment. The Resident and Responsible Party agree to monitor the Resident’s resources and to ensure uninterrupted payment to the Home by making timely and complete application to Medicaid (and/or other payors) as necessary. The Resident and Responsible Party agree to, at least ninety (90) days before depletion of the Resident’s personal resources for payment of the Home’s charges, notify the Home of: (i) the anticipated time when the Resident will have spent his/her resources to the Medicaid resource level; (ii) when the Medicaid application will be filed; and (iii) whether the requested application information is available and has been submitted to the Medicaid agency. The Resident and Responsible Party agree to provide, or direct their agents to provide, the Home with a copy of the Medicaid application, as well as any supplemental submissions, within thirty (30) days of being submitted to the New York City Human Resources Administration or County Department of Social Services.

**3.3.2** Application for Medicaid. The Resident and Responsible Party further agree to provide full and complete information and documentation in support of the Resident’s Medicaid application to the appropriate County Department of Social Services within the time frame required for such application and to otherwise assure that the application is not denied for failure to cooperate in providing documentation. The Home will make reasonable efforts to assist with the application if requested. By execution of this Agreement, the Resident and Responsible Party hereby grant permission to any person or institution to supply information to the Home with respect to any property which may belong to the Resident or any monies which may be owed to the Resident.

**3.3.3** Appeal of Medicaid Application Denial. If the Resident’s Medicaid application is denied, the Resident and Responsible Party agree to undertake a timely appeal of the denial and to notify the Home of such appeal, or, alternatively, to permit the Home to appeal on the Resident’s behalf. In the case of an appeal by the Home, the Undersigned agrees to provide the Home with all information that the Home deems necessary to the making of such appeal.

**3.3.4** Net Available Monthly Income (“NAMI”). The Resident and the Responsible Party understand that if the Resident receives monthly income (i.e. retirement benefits, social security, interest income etc.) and also qualifies for Medicaid, the County Department of Social Services will require most of the Resident’s monthly income to be paid to the Home. The amount of the Resident’s income that is due to the Home each and every month from the approval date for Medicaid coverage through the Resident’s discharge is determined solely by the County Department of Social Services. This is called the Resident’s (Medicaid Recipient’s) Net Available Monthly Income (“NAMI”) and will be memorialized by the County Department of Social Services in its Notice approving the Resident’s Medicaid application. In such event, the Resident and the responsible Party agrees to pay the Home the NAMI each month by the due date set forth in section 3.11. Alternatively, the Resident and the Responsible Party agrees to sign all necessary documents so that the monthly income of the Resident (such as Social Security, pensions, etc.) will be mailed directly to the Home. Any monies the Home receives in this regard which are in excess of the Resident’s obligation at the time of the Home’s receipt of such monies will be returned to the Resident, or, at the Resident’s option, deposited with the Home in the Resident’s personal allowance account.

**3.3.5** Obligation To Ensure Third Party Payment. The Home cannot receive Medicaid payment until reimbursement from liable third parties such as Medicare and other insurers has been sought. The Undersigned agrees to provide information pertaining to all potential third-party payers, and agree either: (i) to provide proof that a claim for coverage has been made; or (ii) to provide the Home with necessary information and authorization for the Home to submit the claim. In the event that Medicare benefits are available, the Resident and Responsible Party agree to completely execute the Statement to Permit Payment to Provider, which is attached as Exhibit 3.

**3.3.6** Annual Medicaid Recertification. The Undersigned agrees to ensure the Resident’s timely annual Medicaid recertification by providing information regarding the Resident’s assets to the relevant Department of Social Services within the time frame established by such Department.

**3.4** PRIVATE PAY RESIDENTS.

**3.4.1** Definition of “Private Pay Resident”. As used in this Agreement, the term “Private Pay Resident” encompasses all residents who are not covered by Medicare Part “A” or Medicaid or, pursuant to paragraph 3.7, below, covered by a payor paying a negotiated rate.

**3.4.2** Payment of Nursing Home Charges. Private Pay Residents are required to pay the Home's Daily Rate. If the Resident has coverage through a third-party payor, the Resident's payment obligations under this Agreement include the duty to arrange for payment by such third-party payor, and the Resident will remain responsible for payment of any coinsurance, deductible and all other charges not paid by such third-party payer.

**3.4.3** Prepayment.

(a) The Resident agrees to deposit with the Home at the time of admission a sum equivalent to two (2) months' charges at the Home's current Daily Rate, such sum representing one (1) month's security and one (1) month's advance payment.

(b) No later than sixty (60) days after receipt by the Home, the prepayment shall be deposited in an interest bearing account separate and distinct from the Home's general or other special accounts. The Home has sole discretion as to the type and nature of account in which the prepayment is held.

(c) The Home is not obligated to apply the prepayment to cover delinquent charges.

(d) The Resident and the Responsible Party agree to deposit with the Home additional funds to replenish the prepayment, or make an additional prepayment to reflect increases in the Home's Daily Rate, within thirty (30) days of receiving from the Home a written demand for such further deposit.

(e) In the event that the Resident becomes eligible for Medicaid, the prepaid amount will be applied to the Resident's bills as appropriate in light of the Resident's conversion to Medicaid coverage.

(f) The resident protections set forth in the New York State Department of Health's regulations, regarding nursing home financial policies, shall not be waived, and any purported waiver of such protections is void to the extent provided by those regulations.

**3.4.4** Refund of Prepayment. Upon termination of the Resident's stay at the Home, any bills shall be paid, and any refund shall be made, from the prepaid amount as provided in paragraph 8.1.3.

**3.4.5** Duty To Pay Private Rate Until Medicaid Covered. The Resident agrees to pay the private pay rate from the Resident's funds unless and until Medicaid coverage is obtained (except during periods covered by Medicare Part A). While the Medicaid application is pending, the

Resident shall pay his/her entire monthly income, less a personal needs allowance set by law, to the Home in partial satisfaction of the private pay rate. Currently, Medicaid coverage extends retroactively only up to three (3) months prior to the month in which the Medicaid application was filed. If Medicaid eligibility is eventually established and covers any period retroactively for which the private pay rate has been paid, the Home agrees to credit any amount in excess of the NAMI amount owed during the covered period towards the Resident's account balance, reflecting any amounts owed by the Resident whatsoever, with any remaining surplus being refunded to the Resident.

**3.5** ADDITIONAL CHARGES. The Home will assess Resident no additional charges, expenses or other financial liabilities in excess of the applicable rate for Nursing Home care except:

**3.5.1** For additional items or services provided pursuant to the express written approval of the Resident, Responsible Party or Designated Representative;

**3.5.2** For additional items or services provided upon express written orders of the Resident's personal, alternate or staff physician requiring specific additional items or services not included as nursing home care and services, with or without specific authorization from the Resident, Responsible Party or Designated Representative;

**3.5.3** For interest, collection costs and attorney fees as provided in Articles 5 and 8 of this Agreement;

**3.5.4** Upon at least thirty (30) days prior written notice to the Resident and his/her Responsible Party of an increase in the Home's Daily Rate, additional charges, or other expenses or financial liabilities caused by the increased cost of maintenance or operation of the Home;

**3.5.5** In the event of a health emergency involving the Resident and requiring immediate special services or supplies, beyond nursing home care and services, to be furnished during the period of emergency.

**3.6** THE RESIDENT'S DIRECTION TO HIS/HER AGENTS. The Resident hereby directs the Responsible Party, and all other financial agents, including future appointees: (i) to ensure that all payment obligations under this Agreement are met from the Resident's assets; (ii) to cooperate in obtaining Medicaid coverage, if necessary to meet the Resident's obligations under this Agreement; and (iii) to manage the Resident's assets responsibly so that the Home is not placed in a position where it cannot receive payment from either the Resident's funds or from Medicaid.

- 3.7** IDENTIFICATION OF FINANCIAL AGENTS. The Resident and the Responsible Party acknowledge that under federal regulations the Home may require any individual with legal access to the Resident's income or resources to sign a contract to ensure payment to the Home from the Resident's income or resources. The Resident and the Responsible Party each separately warrant that he/she has disclosed to the Home the identity of all such individuals with legal access to the Resident's income or resources. The Financial Agent(s), including the Responsible Party, shall be required to execute the agreement attached as Exhibit 1.
- 3.8** TRANSFER OF ASSETS. The Resident and the Responsible Party each separately warrant that no transfer of the Resident's assets, income and other resources has been made which would prevent the Resident from timely and fully qualifying for Medicaid benefits. Additionally, the Resident and the Responsible Party agree not to transfer or otherwise misuse the Resident's assets, income or other resources in a manner that will prevent the Resident from timely and fully qualifying for Medicaid benefits. If it is later determined that a transfer was made that will impair the Resident's ability to timely and fully qualify for Medicaid benefits, the Resident and the Responsible Party each separately agree to take any and all steps necessary to obtain the return of such assets, income or other resources to the Resident.
- 3.9** NEGOTIATED RATES. Notwithstanding any other provision of this Agreement, the Home reserves the right to enter into a negotiated rate agreement with any third-party payor. If the Home enters into a negotiated rate agreement with any payor covering any portion of the Resident's care, the Resident will be responsible for paying the Home all co-payments, deductibles, additional charges, or other amounts which are not addressed in or are designated as the Resident's responsibility in the negotiated rate agreement.
- 3.10** SERVICES NOT COVERED BY THIRD PARTY PAYOR. To the extent that the Resident receives items or services from the Home that are not covered by Medicare, Medicaid, or any other third-party payor, the Resident will be responsible for paying the Home the amount that the Home charges Private Pay residents for such items or services.
- 3.11** PAYMENT DUE DATE. Payment of all amounts which the Resident is responsible to pay under this Agreement shall be due on or before the 10<sup>th</sup> day of each month.

#### **4. TRUTHFULNESS OF INFORMATION PROVIDED.**

The Resident and the Responsible Party each separately warrant that the financial information submitted to the Home concerning the Resident's finances is true, complete and accurate in all material respects and that there are no material omissions. The

Resident and the Responsible Party also each separately warrant that the information provided to the Home concerning the Resident's eligibility for Medicare, Medicaid or other insurance coverage is true, complete and accurate in all material respects and that there are no material omissions. By signing this Agreement, the Resident and the Responsible Party acknowledge that the Home relies on such financial and benefit information.

## **5. LATE PAYMENT.**

**5.1** LATE CHARGES. In the event of late payments of any sums due, the Home shall charge interest at an annual rate of 12 %, or the maximum amount allowed by law, whichever is less, on all accounts overdue more than thirty (30) days. Such fee will be added to the following month's statement. Late charges will not be assessed on payments made for or on behalf of the Resident by a local, state or federal agency under the Medicare or Medicaid Program.

**5.2** COLLECTION COSTS, INTEREST, AND ATTORNEY FEES. In case of nonpayment of any sum due under the terms of this Agreement, the Resident and Responsible Party agree to pay interest as set forth above as well as any reasonable collection costs, including, but not limited to, collection agency fees and/or attorneys' fees incurred by the Home in enforcing the terms of this Agreement.

**5.3** DAMAGES. The Undersigned jointly and severally agrees to pay damages, including reasonable attorneys' fees, to the Home for breach of his or her personal obligations set forth in this Agreement.

## **6. AUTHORIZATIONS FOR BASIC MEDICAL CARE.**

**6.1** COMPREHENSIVE ASSESSMENT. The Resident agrees to permit the Home to conduct a comprehensive assessment of the Resident no later than fourteen (14) calendar days after the date of admission, promptly after a significant change in the resident's physical, mental or psychosocial status and in no case less often than every twelve (12) months.

**6.2** DENTAL EXAMINATION. The Resident agrees to permit the Home to conduct an initial screening of the oral health status of the Resident within forty-eight (48) hours of admission to determine the need for emergency care to alleviate pain, infection, or swelling, to determine the presence and functioning of any oral prostheses, and, with the resident's consent, indelibly mark any prostheses. The Resident shall further permit the Home to conduct an oral examination of the Resident by a dentist or dental hygienist within seven (7) calendar days following the initial comprehensive assessment and by a dentist at least annually thereafter.

- 6.3** PHYSICIAN VISITS. The Resident agrees 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 further agrees that, at the option of the physician and the Home, scheduled physician visits after the initial visit may alternate between the attending physician and a registered physician's assistant or nurse practitioner. The Home is authorized by the Resident to assign a physician to conduct such resident visits when the Resident's attending physician or such physician's designee is unavailable.
- 6.4** CHOICE OF USING PRIVATE PHYSICIAN'S SERVICES. The Resident authorizes physician services to be provided by licensed physicians approved by the Home unless, at the Resident's personal expense, he/she retains his/her own physician, provided that said physician (and said physician's designee, in the absence of said physician) meets the requirements of the Home's medical staff and agrees to abide by: (a) the policies and procedures of the Home's medical staff; and (b) to abide by all federal and state laws and regulations regarding the provision of care to residents of nursing facilities.
- 6.5** PRIVATE NURSE AIDES / COMPANIONS. While the staff services provided pursuant to paragraph 2 of this Agreement meet or exceed all regulatory requirements, the Home does not offer one-to-one care. The Resident, family member(s) or friend(s) may engage an approved outside agency to provide services beyond that offered by the Home at his/her/their own expense, provided that such services comply at all times with the policies and procedures of the Home. A Resident's NAMI may only be used towards the monthly rate at the Home and may not be used for a private nurse aide or companion. Private supplemental services may not begin until the outside agency establishes that the required background checks, insurance and medical clearance have been obtained. In no event may the outside staff engaged by the Resident, family member(s) or friend(s) be current or former employees of the Home.

## **7. BED RESERVATIONS DURING TEMPORARY ABSENCES.**

- 7.1** PRIVATE PAYMENT FOR BEDHOLD. In the event that a resident who is not a Medicaid recipient is absent from the Home for a period of time by reason of illness, therapeutic leave, or other cause, the Resident's accommodations will be held for the Resident if the Resident's accounts are not in arrears and if the Resident or the Responsible Party or other payor agrees to pay the Daily Rate for said accommodations.
- 7.2** MEDICAID COVERED BEDHOLDS. If the Resident is Medicaid-covered and meets the conditions of eligibility for a Medicaid bedhold, said Resident's room will be held in accordance with State and Federal laws and regulations. If a

Medicaid-covered Resident has no bedhold because the Resident's hospitalizations or therapeutic leaves exceed the bedhold period prescribed by State and Federal law or if a Resident is not otherwise eligible for a Medicaid-covered bedhold, the Home agrees to re-admit the Resident to the Home immediately upon the first availability of a bed in a semi-private room if the Resident: (a) requires the services provided by the Home; and (b) is eligible for Medicaid nursing home services.

**7.3** PRIVATE PAYMENT TO RESERVE A MEDICAID RESIDENT'S ROOM. A Medicaid-sponsored Resident may reserve his/her bed for the days in which the Resident is not eligible for a Medicaid-covered bedhold by paying the current private pay daily rate for each additional bedhold day requested.

## **8. TERMINATION, TRANSFER AND DISCHARGE.**

### **8.1 CHARGES UPON TERMINATION AND REFUNDS.**

**8.1.1** The Resident may terminate occupancy at the Home voluntarily upon seven (7) days notice to the Home. If the Resident gives such notice or if the Resident leaves the Home as a result of a transfer or discharge for reasons beyond the control of the Resident and his/her Responsible Party and Designated Representative, the Home shall charge the Resident for services actually furnished to the Resident.

**8.1.2** If a Private Pay Resident leaves the Home as a result of a transfer or discharge for reasons within his/her control, or that of his/her Responsible Party or Designated Representative, the Home shall charge the Resident for services actually furnished to the Resident and shall also charge the Resident, and the Resident shall be obligated to pay, an additional amount equal to the Home's Daily Rate for one (1) day.

**8.1.3** Any payment received by the Home in excess of the amounts set forth in this paragraph 8.1 will be refunded to the Resident or the appropriate payor by the end of the month following the month of discharge.

**8.2** DISCHARGE OR TRANSFER BECAUSE OF CARE NEEDS OR SAFETY. The Home shall have the right to transfer or discharge the Resident when the Resident's interdisciplinary care team, in consultation with the Resident or his/her Designated Representative, determines that:

**8.2.1** 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 Home;

- 8.2.2** Transfer or discharge is appropriate because the Resident's health has improved sufficiently so the resident no longer needs the services provided by the Home;
- 8.2.3** The health or safety of individuals in the Home 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.
- 8.2.4** In addition, if the Commissioner of Health or his/her designee determines that the Resident is not suitable for nursing home services because of mental retardation or mental illness, the Resident may be transferred or discharged to an appropriate placement pursuant to the procedures set forth in Federal and State law and regulation.
- 8.3** DISCHARGE OR TRANSFER FOR NON-PAYMENT. The Home shall also have the right to transfer or discharge the Resident 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 the Home. If the Resident becomes eligible for Medicaid after admission to the Home, the Home may charge the Resident only allowable charges under Medicaid. The transfer or discharge for non-payment shall occur only if the charge in question is not in dispute, no appeal of a denial of benefits is pending, or funds for payment are actually available and the Resident refuses to cooperate with the Home in obtaining the funds.
- 8.4** CLOSURE OF HOME. The Home shall have the right to transfer or discharge the Resident if the Home will be discontinuing operation and has received approval of its plan of closure.
- 8.5** NOTICE OF DISCHARGE OR TRANSFER. The Home shall provide the Resident, Responsible Party and 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:
- 8.5.1** The safety or health of individuals in the Home would be endangered;
- 8.5.2** The Resident's health has improved sufficiently to allow a more immediate transfer or discharge;
- 8.5.3** An immediate transfer or discharge is required by the Resident's urgent medical needs; or
- 8.5.4** The transfer or discharge is being made in compliance with a request by the Resident.

**8.6** TRANSFERS FOR MEDICAL EMERGENCIES. In the event the Resident requires emergency medical or surgical care which the Home is unable to provide, the Resident may be transferred to a hospital for emergency care. Unless covered by Medicaid, Medicare or third party insurer, such transfer is at the expense of the Resident.

**8.7** RIGHT TO APPEAL TRANSFER OR DISCHARGE DETERMINATION. The Resident shall have the right to appeal transfer or discharge determinations in accordance with, and subject to, State and federal law. Such rights shall be set forth in any notice of transfer or discharge.

**8.8** ROOM TRANSFERS. Except when the medical condition of the Resident requires an immediate room change or an emergency situation has developed, the Home shall only make a change in room upon prior notice and consultation with the Resident and/or the Designated Representative. The Home shall also seek to provide reasonable accommodation of the Resident's needs or preferences.

**8.9** DISCHARGE PLANNING.

**8.9.1** The Undersigned shall cooperate with the Home in connection with the discharge planning process, including, but not limited to, execution of documentation required for discharge, and if appropriate, provisions of a suitable environment for Resident care after discharge.

**8.9.2** The Undersigned jointly and severally agrees that if, in the judgment of the Home, the Resident does not require skilled nursing care, then the Undersigned shall cooperate in arranging for discharge. If the Undersigned refuses to cooperate in the Home's discharge of the Resident pursuant to applicable laws, and if applicable third party payors decline to reimburse the Home in full for the costs of the Resident's continued stay, then the Undersigned shall be responsible for all such costs, at the Home's Private Pay Daily Rate, and the Undersigned shall be liable, as set forth in paragraph 5, for the reasonable attorneys' fees and other costs incurred by the Home in discharging the Resident and recovering payment for the cost of services rendered.

**9. ARRANGEMENTS IN EVENT OF DEATH.**

**9.1** NOTIFICATION. In the event of the Resident's death, the Home will notify immediately the Designated Representative or, if not reachable, the Responsible Party or other family members.

**9.2** RETURN OF RESIDENT'S PROPERTY. All personal property and all funds not applied to the cost of services provided by the Home shall be claimed by and provided to the individual appointed by an appropriate Surrogate's Court to

administer the Resident's estate or a voluntary administrator under Article 13 of the Surrogate's Court Procedure Act. If the Home is not notified within thirty (30) days of the Resident's death of an application for the appointment of a personal representative of the Resident's estate, the Home may transfer all funds and personal property of the Resident to the chief fiscal officer of the Resident's county of residence prior to admission or to an appropriate Public Administrator, whichever is applicable. Any property not claimed by the Resident's estate representative, which the chief fiscal officer of the Resident's county of residence or Public Administrator will not accept possession of, within thirty (30) days of receiving notice to do so from the Home shall be deemed abandoned and may be disposed of by the Home without liability to the Resident's Estate or any other individual.

## **10. MISCELLANEOUS PROVISIONS.**

- 10.1** WHO IS COVERED BY THIS AGREEMENT? In addition to the parties signing this Agreement, the Agreement shall be binding on heirs, executors, administrators, distributees, successors and assigns of the Parties hereto.
- 10.2** MODIFICATIONS. This contract is the entire Agreement between the Parties, and it may not be changed or modified orally. Modifications to this Agreement necessitated by changes in statutory or regulatory requirements or their interpretations are deemed to become part of this Agreement. If any provision in this Agreement is determined to be illegal or 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. Any such provision which cannot be amended shall be deemed deleted without affecting or impairing any other part of this Agreement.
- 10.3** NONDISCRIMINATION. The Hebrew Home for the Aged at Riverdale does not and shall not discriminate because of race, color, blindness, sexual preference, sponsorship, or any other characteristic specified by law in admission, retention or care of residents.
- 10.4** REFUSAL OF TREATMENT. Nothing in this Agreement shall be construed to limit, expand, or in any way affect the Resident's right to refuse care or any treatment or service.
- 10.5** WAIVER OF RIGHTS UNDER THIS AGREEMENT. The failure of any party to enforce any term of this Agreement or the waiver by any party of any breach of this Agreement will not prevent the subsequent enforcement of such term, and no party will be deemed to have waived the right to subsequent enforcement of this Agreement.
- 10.6** PRIOR AGREEMENTS. This Agreement supersedes all prior Agreements between or among the parties signing this Agreement, and shall be effective with

respect to all parties as of the date when this Agreement is executed by the Resident or by the Resident's agent on behalf of the Resident.

- 10.7** RECORDS AND CONFIDENTIALITY. Although the Home considers all information concerning the Resident to be confidential, various regulatory agencies, other health care providers and third-party payors may require or have the need to know certain information about the Resident. The Resident and the Responsible Party authorize the Home to furnish copies of any and all clinical and financial records or other information to such individuals, agencies or others as the Home deems necessary or proper to comply with applicable law and regulations or third-party payment requirements.
- 10.8** NO GRATUITIES. The Resident and the Responsible Party agree not to offer any payment, tip or gratuity in any form to any employee of the Home for any services provided.
- 10.9** LIABILITY FOR PERSONAL EFFECTS. The Home only accepts valuables for safekeeping on a temporary basis and only in extenuating circumstances, where, for example, the Resident is transferred to a hospital. While the Resident has a right to have personal effects, the Resident and the Responsible Party hereby acknowledge that the congregate care setting makes it impossible for the Home to safeguard such items. The Resident and Responsible Party hereby affirm that any personal effects maintained by the Resident will be at the Resident's own risk, and the Home shall have no liability for them. The Resident and Responsible Party also acknowledge that personal effects are not covered by the Home's insurance and that insurance, if available, is the Resident's responsibility. Prior to admission and throughout the Resident's stay at the Home, all clothing which the Resident maintains at the Home must be labeled.
- 10.10** NO SMOKING. In compliance with the New York City Administrative Code, smoking is prohibited both inside and on the grounds of the Home.
- 10.11** COMPLIANCE WITH POLICIES. The Undersigned hereby agree to comply with all policies and procedures of the Home.
- 10.12** COUNTERPARTS. This agreement may be executed in one or more counterparts, each of which shall be considered an original.
- 10.13** GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of New York. Any dispute or litigation arising hereunder shall be submitted to the exclusive jurisdiction of the state courts in the County of Westchester, State of New York or the United States District Court for the Southern District of New York, White Plains Courthouse. Each party agrees to personal jurisdiction in such courts and waives any objection which he/she/it may have now or hereafter to the laying of the venue of such



## **EXHIBIT 1**

### **AGREEMENT TO ASSIST RESIDENT WITH FINANCIAL MATTERS**

**THIS DOCUMENT CONSTITUTES AN ENFORCEABLE CONTRACT BETWEEN THE FINANCIAL AGENT AND THE HEBREW HOME FOR THE AGED AT RIVERDALE. IF THERE IS ANYTHING IN THIS CONTRACT THAT YOU DO NOT UNDERSTAND, CONSULT AN ATTORNEY BEFORE SIGNING.**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between The Hebrew Home for the Aged at Riverdale (hereinafter referred to as the "Home") and \_\_\_\_\_ (hereinafter referred to as the "Financial Agent,") residing at \_\_\_\_\_, concerning the admission of \_\_\_\_\_ (hereinafter referred to as the "Resident") to the Home.

#### **1. THE FINANCIAL AGENT.**

**1.1** A "FINANCIAL AGENT" is an individual that has legal access to the Resident's income, assets or resources that can be used to pay for the care provided by the Home. A Resident may have more than one Financial Agent and the Home is entitled pursuant to federal and state regulations to require each individual with such access to execute this Financial Agent Personal Agreement. An individual that has executed the Resident's Admission Agreement as the Responsible Party is also considered a Financial Agent.

**1.2** "LEGAL ACCESS" may include, but is not limited to, being designated as the Resident's agent by a Power of Attorney, as a Representative Payee on the Resident's Pension or Social Security benefits, a joint-tenant on real property, a co-owner of personal property, joint account holder, appointment as a Guardian or Conservator.

#### **2. REPRESENTATIONS BY FINANCIAL AGENT.**

**2.1** The Financial Agent acknowledges that the Resident has applied for admission at, or been admitted to, the Home, subject to the Resident's obligation under the Admission Agreement to ensure continuity of payment out of the Resident's income, assets and resources.

**2.2** The Financial Agent acknowledges that the Resident directs the Financial Agent to comply with the Resident's obligations under the Admission Agreement, including the obligation to safeguard the Resident's income, assets and resources and to use them to pay for the Resident's care at the Home.

- 2.3** The Financial Agent wishes to assist the Resident and to facilitate the Resident's admission to, or continued stay at, the Home.

**3. OBLIGATIONS OF THE FINANCIAL AGENT.**

In consideration of the Home's approval of the Resident's application for admission, or its retention of the Resident, and for other and further valuable consideration, the Financial Agent voluntarily agrees to provide the following assistance to the Home:

- 3.1** Without incurring the obligation to pay for the cost of the Resident's care from the Financial Agent's own funds, the Financial Agent personally agrees to use his/her access to the Resident's income, assets and resources to aid the Resident in meeting his/her obligations under the terms of the Admission Agreement.
- 3.2** More specifically, the Financial Agent personally agrees to use his/her access to the Resident's income, assets or resources to ensure continued satisfaction of the Resident's payment obligations to the Home and agrees not to use the Resident's income, assets or resources in such a way as to place the Home in a position where it cannot receive payment from either the Resident's funds or Medicaid.
- 3.3** If the Resident applies for Medicaid benefits, the Financial Agent personally agrees to use his/her access to the Resident's income to ensure partial payment to the Home, to the maximum extent possible, while the Medicaid application is pending.
- 3.4** If the Resident becomes Medicaid eligible, the Financial Agent personally agrees to ensure that the Home is paid that portion of the monthly Medicaid rate which the Medicaid agency may direct the Resident to pay towards the cost of his/her care.
- 3.5** The Financial Agent personally agrees to assist in meeting the Resident's obligations under the Admission Agreement, if requested, by providing timely financial information and documentation of the Resident's income, assets, and insurance information and documentation, to the extent that the Financial Agent has access to such information or documentation.
- 3.6** The Financial Agent personally agrees to pay damages to the Home for any breach of his/her personal obligations as set forth in this Personal Agreement, including reasonable collection costs, including, but not limited to, collection agency fees and/or attorneys' fees, incurred by the Home in enforcing the terms of this Financial Agent Personal Agreement.

**4. MISCELLANEOUS.**

This Financial Agent Personal Agreement shall be governed by and construed in accordance with the laws of New York. Any dispute or litigation arising hereunder shall be submitted to the exclusive jurisdiction of the state courts in the County of Westchester, State of New York or the United States District Court for the Southern District of New York, White Plains Courthouse. Each party agrees to personal jurisdiction in such courts and waives any objection which he/she/it may have now or hereafter to the laying of the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

IN WITNESS WHEREOF, intending to be legally bound, the Financial Agent hereby executes this Personal Agreement for the benefit of the Resident.

\_\_\_\_\_  
SIGNATURE OF FINANCIAL AGENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TYPE OF AGENCY  
(e.g., Attorney-in-Fact (Power of Attorney),  
Representative Payee on Pension or Social  
Security checks, Joint Tenant on Real or  
Personal Property, Guardian, Conservator)

\_\_\_\_\_  
SIGNATURE OF NURSING HOME  
REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

## EXHIBIT 2

### AUTHORIZATION FOR NURSING HOME TO MANAGE RESIDENT'S FINANCES

The Hebrew Home for the Aged at Riverdale will hold money in trust for individual residents who choose to deposit their money with the Home. Residents are not required to deposit their money with the Home. The Home simply offers this service to residents in accordance with applicable regulations.

If the Nursing Home provides services to the Resident beyond Nursing Home Care and Services (for example, if the Nursing Home provides the Resident with hairdresser or personal dry cleaning service), the Nursing Home will withdraw funds from the Resident's account to pay for these additional services. The Nursing Home will not charge the Resident for any item or service that has not been requested by the Resident, Responsible Party or Designated Representative. The Nursing Home will inform the Resident or Responsible Party or Designated Representative requesting an item or service for which a charge will be made that there will be a charge for the item or service and what that charge will be.

Residents who deposit their money with the Nursing Home will receive quarterly statements to show deposits, withdrawals and interest (funds of \$50.00 or less are not required to be maintained in interest-bearing accounts). In addition, statements will be provided within one (1) business day of a request by the Resident or the Responsible Party.

When the Resident's stay at the Nursing Home is concluded, any funds remaining in the resident's account will be included in the refund given to the Resident or Responsible Party or other appropriate payor. In the event of the Resident's death, such refund and a final accounting will be conveyed within thirty (30) days to the individual or probate jurisdiction administering the Resident's estate.

Resident Name: \_\_\_\_\_

Check A or B below:

A) I authorize The Hebrew Home for the Aged at Riverdale to hold the above-named resident's money in trust for the resident.

B) I do not authorize The Hebrew Home for the Aged at Riverdale to hold the above-named resident's money in trust for the resident.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT 3**

**THE HEBREW HOME FOR THE AGED AT RIVERDALE**

**STATEMENT TO PERMIT PAYMENT TO PROVIDER**

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*Name of Beneficiary*

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*HI Claim Number*

- [ ] I request payment of authorized Medicare benefits to me, or on my behalf, for any services furnished to me by or in The Hebrew Home for the Aged at Riverdale, including physician services. I authorize any holder of medical and other information about me to release to Medicare and its agents any information needed to determine these benefits or benefits for related services.

Authorization for release of information by:

The Hebrew Home for the Aged at Riverdale

- [ ] I hereby authorize and direct the The Hebrew Home for the Aged at Riverdale, having treated me, to release to governmental agencies, insurance carriers, or others who are financially liable for my hospitalization and medical care, all information needed to substantiate payment for such hospitalization and medical care and to permit representatives thereof to examine and make copies of all records relating to such care and treatment.

Assignment to: The Hebrew Home for the Aged at Riverdale

- [ ] I hereby assign, transfer and set over to the The Hebrew Home for the Aged at Riverdale sufficient monies and/or benefits to which I may be entitled from governmental agencies, insurance carriers, or others who are financially liable for my hospitalization and medical-care to cover the cost of the care and treatment rendered to myself or my dependent in said hospital or nursing home.

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*Date*

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*Signature of Resident or Authorized Representative*

**EXHIBIT 4**

**THE HEBREW HOME FOR THE AGED AT RIVERDALE**

**LIMITED APPOINTMENT AS AGENT TO OPEN MAIL**

For the convenience of the Resident and to ensure timely receipt by the Resident of any monies due him/her, The Hebrew Home for the Aged at Riverdale is willing to except appointment as the Agent of the Resident for the sole purpose of opening the Resident's mail to determine if there are checks, money orders or any other form of payment due the Resident therein. In such event, the Home shall notify the Resident of the receipt of such a payment and assist the Resident in negotiating the instrument so it can be applied towards any balance due the Home or, to the extent it exceeds any balance due, deposited in the Resident's personal account. This is an optional service and the Resident is not obligated as a condition of admission to execute this authorization.

Name of Resident: \_\_\_\_\_

I hereby authorize The Hebrew Home for the Aged at Riverdale to serve as my agent for the limited purpose of receiving and opening any mail sent to me via the United States Postal Service or other third-party carrier, and to inspect same for any payments due me. I understand that any revocation of this authorization must be in writing and will only become effective when delivered to the Home.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
If signed by an Agent, TYPE OF AGENCY  
(i.e. Attorney-in-Fact (Power of Attorney), Guardian or Conservator)

## **BASICS OF MEDICAID LONG-TERM CARE ELIGIBILITY**

This outline provides general information only. It is not comprehensive, may not reflect updates in the law since the beginning of 2011 and is not meant to be relied upon for Medicaid planning. The Home encourages Residents and Families to consult with a professional to obtain specific information and guidance.

The Medicaid program is a joint federal-state program which provides medically necessary services, including skilled nursing home care, to certain categories of individuals who meet the financial criteria. The financial criteria take into account an applicant's income (e.g. social security, pension, annuities) and resources (e.g. real property, bank accounts, stocks).

The income test is generally not an issue for nursing home residents. Even though the limit is relatively low (\$767 per month in 2011 for a single applicant), the applicant is allowed to offset any medical expenses (including private pay nursing home charges) against his/her income. Once a Resident is approved for Medicaid, he/she will usually be required to use all of his/her monthly income, less an amount set by law as a personal needs allowance (\$50 in 2011), towards the cost of the nursing home care. By way of example, if the Resident receives \$1,500 per month in Social Security retirement benefits, he/she would be required to use \$1,450 of that towards the nursing home care each month, analogous to a co-pay, and Medicaid would pay the rest.

In 2011 a single Medicaid applicant is allowed to have \$13,800 in resources, known as the Medicaid resource threshold. Many residents may have resources in excess of that amount when they first enter a nursing home and must use their assets to pay for their care privately until they reach the resource threshold, i.e. "spending-down". By way of example, if a resident enters a nursing home with \$84,000 in assets and the private nursing home rate is \$10,000 per month, he/she would not be eligible for Medicaid for approximately seven months.

Importantly, the State will not just consider the Resident's resources at the time the Medicaid application is made, but will examine financial records and databases to determine whether improper transfers were made in the 60 months prior to the Medicaid application. This is referred to as the "look-back period". An improper transfer is one made for the purpose of qualifying for Medicaid eligibility or for less than fair market value (e.g. gift). In the above example, if the Resident previously had \$184,000, but transferred \$100,000 to his/her son as a gift three years before applying for Medicaid, the State will consider that gift an improper transfer and impose a penalty period during which the Resident will be ineligible for Medicaid.

It is critical for Residents and Families to understand that while it is natural to want to preserve a Resident's assets, an improper transfer can be devastating to a Resident, as it will expose him/her to discharge for non-payment and potentially leave him/her unable to obtain vital nursing home services. Again, we strongly suggest that Residents and Families that have either made a transfer within the look-back period, or wish to consider their present options, consult a professional who is well-versed on the Medicaid requirements.

**THE HEBREW HOME FOR THE AGED AT RIVERDALE (“HOME”)**  
**BINDING ARBITRATION AGREEMENT**

Resident’s Name: \_\_\_\_\_

Although we hope that disputes between you and the Home will not occur, we believe that when disputes do arise, it is in our mutual interest to handle them promptly and with a minimum of disturbance to you. Accordingly, to provide for a faster, less costly, and more confidential solution to disputes that may arise, we offer a binding arbitration procedure as described in this Agreement. The obligation to arbitrate applies equally to you and the Home. We each agree that the mutual obligation is valid and sufficient consideration for entering into this Agreement.

Upon becoming a Resident of the Home, you are required to enter into a legally binding contract (Admission Agreement) setting forth the rights and obligations of you and the Home. If you enter into this Agreement, the terms of this Agreement will supersede and replace the venue provision of the Admission Agreement for any and all past, present or future disputes between you and the Home, whether arising from the terms of the Admission Agreement or as a matter of state or federal law. You may desire to seek the advice of a lawyer before you enter into this Agreement. If you choose not to enter into this Agreement, you will not be denied residency for that reason.

Any dispute, claim or controversy arising out of, or relating to, the your stay at the Home, the care provided to you by the Home, the Admission Agreement or this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined as follows:

1. Recognizing that the benefit of arbitration in providing a faster and less costly procedure for the resolution of disputes is not necessary for claims within the jurisdiction of Small Claims and Commercial Small Claims Courts, any claim or controversy meeting the jurisdictional requirements for such courts under the Consolidated Laws of the State of New York shall be heard exclusively in such Small Claims or Commercial Claims Court.
2. All other claims or controversies between you and the Home shall be submitted to binding arbitration, administered by National Arbitration and Mediation (“NAM”) pursuant to its comprehensive rules and procedures in effect at the time the arbitration is commenced. The arbitration shall take place at the NAM office located closest to the Home, unless the parties mutually agree to, or NAM requires, a different location. All disputes involving claims/counterclaims seeking in total \$1 million or less shall be decided by one (1) neutral Arbitrator and disputes involving claims/counterclaims seeking greater than that amount shall be decided by a panel of three (3) neutral Arbitrators. If the NAM minimum standards governing consumer cases are in effect when arbitration is commenced, the fees payable by you shall be limited to the amount specified in such minimum standards. Additional information regarding NAM, its rules and procedures can be obtained at: [www.namadr.com](http://www.namadr.com)
3. Should NAM be unwilling or unable to arbitrate a claim or controversy between the parties, such claim or controversy shall be submitted to JAMS and all references in paragraph 2 to NAM shall be read as if it referred to JAMS. Additional information regarding JAMS, its rules and procedures can be obtained at: [www.jamsadr.com](http://www.jamsadr.com)

4. If neither NAM nor JAMS is willing or able to arbitrate a claim or controversy between the parties, such claim or controversy shall be submitted to an Arbitrator or Arbitrators, in accordance with the terms set forth above, appointed by the New York Supreme Court, Westchester County. Each party agrees to personal jurisdiction of, and venue in, this court for purposes of such proceeding. The rules and procedures used shall be the NAM comprehensive rules and procedures in effect at the time the arbitration is commenced, without regard to any NAM rule that would otherwise bar arbitration between the parties.

Either party shall be entitled to any remedies that would otherwise be available to him/her/it under applicable federal, state, or local laws. The Arbitrator(s) shall be neutral and selected according to the applicable arbitration rules and procedures. Each party shall, subject to the applicable arbitration rules and procedures, be entitled to the exchange of non-privileged information relevant to the claims or controversies submitted to arbitration. Each party shall undertake to keep confidential all awards and orders in the arbitration, as well as all information and materials in the arbitral proceedings not otherwise in the public domain, unless disclosure is required by law or is reasonably necessary for the enforcement of a party's legal rights. Either party may, without inconsistency with this agreement to arbitrate, seek from a court any provisional remedy to protect such confidentiality.

This Agreement is intended to inure to the benefit of the Home's employees or agents and shall be enforceable by such employees or agents as third-party beneficiaries. This Agreement shall also be binding upon any agent, assign, estate or heir of either party. The Arbitrator(s) shall decide the dispute in accordance with the substantive law of the State of New York. Any award of the Arbitrator(s) is final and binding, and may be entered as a judgment in any court of competent jurisdiction.

Because the Home is engaged in interstate commerce, this Agreement will be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et. seq.* The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. You may rescind this Agreement, in writing, via certified or overnight mail, which must be received by the Home within thirty (30) days of the date of this Agreement.

**BY SIGNING THIS AGREEMENT, YOU ARE CERTIFYING THAT YOU HAVE READ THIS AGREEMENT OR HAD IT READ TO YOU, HAVE RECEIVED A COPY OF THIS AGREEMENT, AND ACCEPT THIS AGREEMENT AS BINDING.**

\_\_\_\_\_  
SIGNATURE OF RESIDENT OR AGENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF NURSING HOME REPRESENTATIVE

\_\_\_\_\_  
DATE