Maplewood Nursing & Rehabilitation

Admission & Financial Agreement

I. INTRODUCTION

Welcome to Maplewood Nursing Home, Inc. We are entering into this Admission and Financial Agreement ("Agreement") with you, _____, as a new resident at Maplewood, effective _____, 20_____. In this Agreement, we establish our obligations to you, and your obligations to us. Throughout the rest of this Agreement, we will refer to you as the "Resident" and to us as "Maplewood."

This Agreement is being signed by the Resident, or by the Resident's "Agent" under a Power of Attorney, or by a court-appointed "Guardian" on behalf of the Resident.

A person qualified and able to serve as the Resident's "Responsible Party" will be signing a separate Responsible Party Agreement. ***The Responsible Party does not personally guarantee or assume liability for payment of Maplewood's charges from the Responsible Party's own funds.*** However, the Responsible Party does commit to manage and preserve the Resident's resources, and to make timely payment to Maplewood from Resident's resources. Failure to perform those obligations could result in personal liability for the Responsible Party.

The Resident's spouse, son or daughter, sibling or close friend will typically serve as the Responsible Party and/or as Agent or Guardian. The Responsible Party and the Agent or Guardian may be the same person.

II. RESIDENT'S PAYMENT OBLIGATIONS

Daily Rate - Resident will pay Maplewood a basic daily charge ("Daily Rate") for room, board and services of:

$ _____ per day for a Studio Suite

$ _____ per day for a Select Suite

$ _____ per day for a Patio Suite

$ _____ per day for a Signature Suite

New York State Assessment - Resident will pay Maplewood the assessment imposed by New York State on any amounts paid to Maplewood, at the prevailing rate, which may change from time to time ("Assessment").

Time of Payment - At the time of admission, Resident will pay Maplewood an advance payment equal to 30 days of the Daily Rate and Assessment. Thereafter, Resident will pay Maplewood the Daily Rate and Assessment in full month increments, payable in advance.

Daily Rate and Assessment Changes - The Daily Rate may be changed by Maplewood on 30 days written notice to Resident. Such changes are made when economic conditions warrant and are made in the sole discretion of Maplewood. The Assessment will be adjusted in accordance with any changes made by New York State in the Assessment rate.

Asset and Income Control - Resident, personally and through his or her Responsible Party or Agent, has full control over and access to the Resident's assets and income as disclosed on the Application for Admission. Resident, either personally or through the Responsible Party or Agent, will preserve and maintain such control over and access to the Resident's assets and income so as to assure prompt and uninterrupted payment of Maplewood's bill for the Daily Rate, Assessment, and any charges for Additional Services billed to Resident under paragraph III below.

Medicaid Assistance - When Resident's financial resources become insufficient to continue private payment for a period beyond four additional months, or if Resident has exhausted all of the available proceeds of her New York State Partnership Plan Long Term Care Policy, Resident and the Resident's Responsible Party or Agent will apply for Medicaid assistance. Such timely application is the responsibility of the Resident, the Responsible Party and Agent. Resident will pay Maplewood the Daily Rate, Assessment and charges for Additional Services while any Medicaid application is pending and continue such payments if and to the extent that the Medicaid application is denied. If Medicaid assistance is granted, Resident will then continue to pay Maplewood each month the net available monthly income ("NAMI") approved by the Department of Social Services as Resident's continued obligation toward the cost of ongoing care and services at Maplewood. At the time Resident begins residence under Medicaid assistance, Resident may be moved to a different room.

Late Payment - Resident will pay Maplewood a late payment fee of $150 per month for any monthly payment received after the 15th of that month. Any waiver of the late payment fee for one month does not constitute a waiver for any subsequent month.

Collection Costs - If Resident fails to make timely payment of any financial obligation under this Agreement, Maplewood will take appropriate collection action through its attorneys or other means. Resident will bear the costs of Maplewood's collection actions, including all reasonable attorney's fees, costs and expenses. The Resident's unpaid obligations to Maplewood will bear interest both before and after judgment at New York's legal interest rate.

Discharge for Nonpayment - In accordance with and subject to the conditions imposed by applicable federal and state law, Maplewood may discharge Resident from the facility for nonpayment of any financial obligation, including nonpayment of NAMI, after giving the Resident and Resident's Responsible Party and Agent any required advance written notice.

III. SERVICES PROVIDED BY MAPLEWOOD

Maplewood will provide the following services for Resident in exchange for the Daily Rate:

- **Lodging** in the type of room specified in Section II above, including linens and bedding changed twice weekly or as Resident's condition requires.
- **Board** of three meals per day, including therapeutic and modified diets as prescribed by the physician or nutrition professionals.
- **24-hour nursing supervision** in accordance with any required staffing patterns.
- **Staff member assistance** in the daily performance of their assigned duties.
- **Social services and activities** normally made available as part of Maplewood's program.
- **Dental services** as determined and authorized by Maplewood's Dental Director.
- **Therapies,** including maintenance occupational therapy and/or physical therapy and recreational therapy appropriate and necessary for Resident.
- **Prescription medications** up to $300.00 per month after insurances have been billed. Charges in excess of this amount will be added to the Resident's monthly statement.

- **Equipment and supplies** generally required in the care of all residents.
- **Routine laundry and housekeeping services**.
- **Reasonable safeguarding** for Resident belongings while at Maplewood, and reasonable follow up on any Resident complaint of missing items.

Charges for physician visits and physician-ordered ancillary services are not included in the Daily Rate.

III. ADDITIONAL SERVICES AVAILABLE TO RESIDENT

Maplewood will make available to Resident the following enumerated additional services as ordered by the Resident's personal physician, or when appropriate, as requested by Resident ("Additional Services"). Resident will pay the total cost, or any applicable co-payment, for such Additional Services, either through the Resident's insurance coverage or other third-party payor (where such Additional Services are covered services), or by making timely private payment to Maplewood or the provider.

- **Special Therapy** - Special restorative physical, occupational and/or speech therapy treatment when and as prescribed by Resident's physician. These services will be provided by or under the supervision of a qualified therapist.
- **Speech and Audiology** - Except for initial evaluation (which is included in the Daily Rate), speech or audiology services administered by a qualified speech therapist or audiologist.
- **Lab and X-Ray** - Laboratory and radiology services administered by appropriately licensed personnel.
- **Podiatry** - Podiatry services by a qualified podiatrist.
- **Other Specialties** - Other special medical services will be provided when ordered by Resident's physician and will be administered by an appropriately licensed or qualified specialist, provided that Maplewood has a consulting agreement with such a specialist.
- **Personal Care** - Beautician or barber as requested by Resident.
- **Sundries** - Personal supplies as requested by Resident.
- **Telephone services**
- **Personal transportation** - Including ambulance charges in connection with any hospitalization of Resident.

IV. RESIDENT'S ADDITIONAL RESPONSIBILITIES

Resident will undertake the following additional financial and personal responsibilities while at Maplewood. Resident acknowledges that he or she will instruct and allow the Responsible Party to undertake these obligations when the Resident is unable to do so.

- Provide such personal clothing and effects as needed or desired by Resident.
- Provide such spending money as needed by the Resident, or as granted by the Medicaid allowance.
- Abide by Maplewood's policies, as may be established from time to time.
- Respect the personal rights and private property of the other residents of Maplewood.

V. RESIDENT'S ACKNOWLEDGMENTS

Resident understands and acknowledges that:

- Resident has received, read, and understood the statement of resident's rights and responsibilities, and the HIPAA privacy disclosures provided by Maplewood upon admission.

- All the information set forth in Resident's Application for Admission, including the financial disclosure, is current, accurate and complete. Resident understands that Maplewood is relying on that disclosure in entering into this Agreement with Resident.
- Although Maplewood strives to provide all its services in accordance with the standards and requirements of New York and federal law and regulations, Maplewood is not an insurer of the safety and welfare of Resident.
- Resident has executed a Power of Attorney appointing an agent to act on his or her behalf in all personal and financial matters related to Maplewood. Resident has furnished a copy of that Power of Attorney to Maplewood. In the event that Resident makes any change in that Power of Attorney or changes his or her designated agent, Resident will immediately notify Maplewood of such change, and furnish Maplewood a copy of the new Power of Attorney. At all times while residing at Maplewood, Resident will retain a designated agent.
- Resident is under no obligation to enter Maplewood and has voluntarily chosen to become a resident of Maplewood rather than other available facilities. Having chosen Maplewood, Resident freely and voluntarily enters into this Agreement as a condition of admittance to Maplewood. Resident has had adequate opportunity to read and review this Agreement, and to consult with legal counsel of his or her choosing prior to signing this Agreement.
- Resident and his or her Responsible Party and agent authorizes the Medical Staff and Consultant Physicians of the Maplewood Nursing Home to administer any treatment and/or minor surgical procedure as may be deemed necessary or advisable in the diagnosis and treatment of the Resident.
- Resident and his or her Responsible Party and agent authorizes any holder of medical or other information about me to release to the appropriate insurance carriers or their intermediaries any information needed in connection with a Medicare, Medicaid or insurance claim. I request that payment of authorized benefits be made on my behalf by any benefit payor.
- There is a safe in the office for money and valuables for the Resident's use. Maplewood Nursing Home is in no way responsible for any missing valuables and/or moneys left in Resident's possession.

THEREFORE, Maplewood and Resident now enter into this Agreement, by signing our names below this _____ day of _____, 202__.

_____ _____

Resident's Signature *Witness Signature*

[OR]

_____ _____

Resident's Agent under Power of Attorney OR Guardian *Witness Signature*

MAPLEWOOD NURSING HOME, INC.

_____

Maplewood Nursing Home Representative

Ver. 1/23