THE HEBREW HOME FOR THE AGED AT RIVERDALE
ADMISSION AGREEMENT

This ADMISSION 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 _____ (together, the "Parties").

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

1. DEFINITIONS.

1.1 A "DESIGNATED REPRESENTATIVE" is an individual who will receive information, assist and/or act on Resident's behalf in accordance with New York State Law and 10 NYCRR §415.2 (f). Depending upon the delegation (to the extent permitted by law and not contrary to a court appointment), a Designated Representative may: (i) receive any information required by State Law to be provided to both Resident and a representative; (ii) receive any written and/or oral information required to be provided to Resident, if at a later date, Resident should become incapable of understanding and/or making use of such information; and/or (iii) participate, to the extent authorized by New York State Law, in decisions and choices regarding Resident's care, treatment and well-being should Resident become unable to make them for his/herself. A Resident may identify multiple persons as Designated Representatives. To the extent an individual is a Designated Representative, the individual is not the Health Care Proxy unless permitted by law. Further, to the extent a Designated Representative has access to Resident's income, resources or assets, in whole or in part, the individual may also be considered the "Financial Agent" and/or "Responsible Party," as defined below.

1.2 A "FINANCIAL AGENT" is an individual that has legal access to part of all the Resident's income, assets or resources that can be used to pay for the care provided by the Home and who is willing to assist the Resident in meeting his/her obligations under the Admission Agreement, including, but not limited to, applying for other sources of payment for the Resident's care (e.g., Medicaid). A Resident may have more than one Financial Agent and the Home is entitled pursuant to federal and state regulations to require everyone with such access to execute Financial Agent Personal Agreement. A Financial Agent who has access in part or in whole to the Resident's income, resources and/or assets has no obligation to use his/her own financial resources to pay for Resident's care. An individual that has executed the

Resident's Admission Agreement as the Responsible Party (defined below) may also be considered a Financial Agent.

1.3 The "RESPONSIBLE PARTY" is the person who (i) is designated to assist and/or act on behalf of the Resident with regard to financial matters and (ii) is willing to assist the Resident in meeting his/her obligations under the Admission Agreement, including, but not limited to, applying for other sources of payment for the Resident's care (*e.g.*, Medicaid). The Responsible Party may also have access in part or in whole to the Resident's income or resources, and may also be a Financial Agent as defined above. The Responsible Party has no obligation to use his/her own financial resources to pay for the Resident's care.

1.3 The "UNDERSIGNED" refers to the Resident and the Responsible Party collectively. The Undersigned and the Home may each be referred to herein as a Party and collectively as the Parties.

2. SERVICES PROVIDED BY THE HOME.

The Home 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 Home's Daily Rate to all residents include:

2.1.1 Lodging and board (including therapeutic or modified diets as prescribed by a physician and kosher food or food products upon request);

2.1.2 Twenty-four (24) hour per day nursing care, which is provided by Home nursing staff and nursing students and nurse aide trainees under the general supervision of Home nursing staff;

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 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 which may be performed by Home staff, nursing students and/or nurse aide trainees under general supervision of Home staff;

2.1.9 Services of the members of the Home staff, and nursing students and other trainees under the general supervision of 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 enhance Resident's quality of life;

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; and

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. Upon request, the Home will assist the Resident and/or Responsible Party or other Designated

Representative who has authority to make decisions on Resident's behalf regarding non-financial matters to select a Medicare Part D Plan and will seek to ensure that local pharmacies recognize the Part D Plan selected by the Resident, Responsible Party or Designated Representative.

2.2.2 PHYSICIAN AND ANCILLARY SERVICES.

The Home does not itself provide physician services, but will arrange for physicians, nurse practitioners, and/or physician assistants credentialed by the Home to provide care to the Resident and for 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 Section 2.2.3.

Charges for services provided by physicians, nurse practitioners and/or physician assistants and physician-ordered ancillary services are not included in the Daily Rate. Rather, charges will be billed directly by the provider of the service to the Resident and/or a third-party payor, as applicable. The Resident shall not be required to pay for ancillary services paid by Medicare or Medicaid or third-party payor except for applicable 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 generally not covered by Medicare, Medicaid, or third-party payors. Such items include, but are not limited to:

- Beauty and barber shop;
- Personal telephone;
- Private television, private cable television installation, maintenance and monthly charges;
- Newspapers and other personal reading materials;
- 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.

Residents are not permitted to bring in personal appliances such as refrigerators, microwaves, heaters, blenders, toasters, waffle makers, coffee makers, or any other similar appliances that are not deemed "allowable" by the Home unless the Home provides prior written consent for any particular item.

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 sixty

(60) 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.

3. PAYMENT FOR SERVICES.

The Resident hereby personally guarantees continuity of payment from the Resident's income, assets and resources to pay the Home for sums due for services rendered. Resident also personally guarantees to arrange for third-party payment, if necessary, to meet the Resident's cost of care, in a timely manner to ensure there is no interruption of payment to the Home. To the extent Resident has a Responsible Party who is a qualifying Financial Agent, the Home may require the Financial Agent to sign an Agreement to Assist Resident with Financial Matters (see Exhibit 5) to provide the Home with payment from Resident's income, assets or resources, without the Financial Agent incurring personal liability.

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 sixty (60) days written notice to the Resident and Responsible Party. All residents who are "Private Pay" residents pursuant to Section 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 Section 3.4.3 of this Agreement.

3.2.2 Medicare Part "B" Coverage. The Home will seek reimbursement 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/Financial Agent agree to monitor the Resident's income, assets and resources and to ensure uninterrupted payment to the Home by providing such information and documentation as is necessary for the Resident, Responsible Party/Financial Agent, or the Home to make an accurate, timely and complete application for Medicaid coverage (and/or other applicable payor coverage). The Resident and Responsible Party/Financial Agent 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 New York City Human Resources Administration or applicable County Department of Social Services (hereinafter the applicable "Medicaid Agency"). In the event a Medicaid application is filed on behalf of the Resident by someone other than the Home, the Resident and Responsible Party/Financial Agent 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 Medicaid Agency.

3.3.2 Application for Medicaid. The Resident and Responsible Party/Financial Agent further agree to provide full and complete information and documentation in support of the Resident's Medicaid application to the Medicaid Agency within the time frame required for such application and to otherwise assure that the application is not denied due to the failure of the Resident, Responsible Party/Financial Agent or other agent of the Resident to cooperate in providing such information and documentation.

3.3.3 Appeal of Medicaid Application Denial. If the Resident's Medicaid application is denied, the Resident and Responsible Party/Financial Agent agree to undertake a timely appeal of the denial and to notify the Home of such appeal.

3.3.4 Net Available Monthly Income. The Resident and the Responsible Party/Financial Agent understand that if the Resident receives monthly income (*i.e.*, retirement benefits, Social Security, interest income, etc.) and also qualifies for Medicaid, the Medicaid Agency 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 Medicaid Agency. This is called the Resident's (i.e., the Medicaid Recipient's) Net Available Monthly Income ("NAMI") and will be memorialized by the Medicaid Agency in a Notice approving the Resident's Medicaid application. In such event, the Resident and the Responsible Party/Financial Agent agree 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/Financial Agent agree 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 and upon request, 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 agree to provide information pertaining to all potential third-party payors and agree to either: (i) provide proof that a claim for coverage has been made; or (ii) provide the Home with necessary information and authorization for the Home to submit the claim. If Medicare benefits are available, the Resident and Responsible Party/Financial Agent agree to completely execute the Statement to Permit Payment to Provider, attached as Exhibit 3.

3.3.6 Annual Medicaid Recertification. The Undersigned agree to ensure the Resident's timely annual Medicaid recertification by providing information regarding the Resident's assets to the relevant Medicaid Agency within the time frame established by such Medicaid Agency.

3.3.7 Designation of Home as Authorized Representative. The Undersigned hereby designates the Home to act as the Resident's authorized representative for the purpose of: (i) completing and signing an application for Medicaid benefits on the Resident's behalf; (ii) undertaking a timely appeal if the Medicaid application is denied; and (iii) completing and signing the Resident's annual Medicaid recertification. The Undersigned further agree to provide full and complete information and documentation as necessary for the Home to carry out any of the foregoing tasks and to otherwise assure that an application or recertification is not denied due to the failure of the Resident or the Responsible Party/Financial Agent to cooperate in providing such information and documentation. The Resident and Responsible Party/Financial Agent 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 to allow the Home to carry out the foregoing tasks.

The Undersigned acknowledge and agree that the designation of the Home as the Resident's authorized representative allows, but does not require, the Home to complete a Medicaid application, undertake an appeal or complete an annual Medicaid Certification. The Undersigned remain primarily responsible to ensure uninterrupted payment to the Home, including, if necessary, undertaking the foregoing tasks, unless and until affirmatively notified that the Home is undertaking such tasks and, in that event, the Undersigned shall provide such cooperation as is reasonably necessary.

If the Undersigned elects not to authorize the Home to undertake these tasks, the Undersigned should cross out this Section 3.3.7 of this Admission Agreement and both the Undersigned and the Home's representative should initial such change.

3.4 PRIVATE PAY RESIDENTS.

3.4.1 Definition of "Private Pay Resident". As used in this Agreement, the term "Private Pay Resident" encompasses a resident who is not covered by Medicare Part "A" or Medicaid or, pursuant to Section 3.9, below, covered by a third-party 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 payor.

3.4.3 Prepayment.

(a) The Undersigned agree 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) The Home is not obligated to apply the prepayment to cover delinquent charges.

(c) The Undersigned 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 a written demand for such further deposit from the Home.

(d) If 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.

(e) 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 Section 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 approval of the Resident, Responsible Party or a Designated Representative with such authority;

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 specific authorization from the Resident, Responsible Party or Designated Representative with such authority;

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 sixty (60) days prior written notice to the Resident and 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 Admission 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 Admission 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. Resident and 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, assets 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 if he/she has legal access to the Resident's income or resources, shall be required to execute the agreement attached as Exhibit 5.

3.8 TRANSFER OF ASSETS. Resident and Responsible Party each separately warrant that no transfer of Resident's assets, income and resources has been made which would prevent the Resident from timely and fully qualifying for Medicaid benefits. Additionally, the Resident and Responsible Party agree not to transfer or otherwise misuse Resident's assets, income or other resources in a manner that will prevent 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, Resident and Responsible Party each separately agree to take any and all steps necessary to obtain the return of such assets, income or resources to the Resident.

3.9 NEGOTIATED RATES. Notwithstanding any other provision of this Admission 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 Resident's care, Resident will be responsible for paying the Home all applicable 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 tenth (10^{th}) day of each month.

3.12 MANAGED LONG-TERM CARE. If Resident is enrolled, or becomes enrolled, in a Managed Long Term Care Plan ("MLTCP") approved by the State of New York, then Resident's payment obligations to the Home shall be governed by the terms and conditions of the MLTCP, which shall supersede any inconsistent provision of this Admission Agreement. Notwithstanding the foregoing, in the event Resident's status as an enrollee in the MLTCP is retroactively terminated, the payment provisions of this Admission Agreement shall apply to any period during which Resident is determined not to be an enrollee in the MLTCP.

4. TRUTHFULNESS OF INFORMATION PROVIDED.

Resident and 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. Resident and 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 Admission Agreement, Resident and Responsible Party acknowledge that the Home relies on such financial and benefit information.

5. LATE PAYMENT AND DAMAGES.

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 Admission Agreement, 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 Admission Agreement.

5.3 DAMAGES. The Resident agrees to pay damages, including reasonable attorneys' fees, to the Home for breach of his/her personal obligations set forth in this Admission Agreement.

6. AUTHORIZATIONS FOR BASIC MEDICAL CARE.

6.1 COMPREHENSIVE ASSESSMENT. Resident agrees to permit the Home to conduct a comprehensive assessment of 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. Resident agrees to permit the Home to conduct an initial screening of the oral health status of 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. Resident shall further permit the Home to conduct an oral examination of 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. Resident agrees to have a physician visit Resident whenever 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. 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 Resident to assign a physician credentialed by the Home to conduct such resident visits when Resident's attending physician or such physician's designee is unavailable.

6.4 CHOICE OF USING PRIVATE PHYSICIAN'S SERVICES. Resident authorizes physician services to be provided by licensed physicians credentialed by the Home unless, at 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 Section 2 of this Agreement meet or exceed all regulatory requirements, the Home does not offer one-to-one care. 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 always comply with the policies and procedures of the Home. Private nurse aides and companions are not employees or agents of the Home and are not permitted to perform clinical services on behalf of the Home. 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. 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.

7. BED RESERVATIONS DURING TEMPORARY ABSENCES.

7.1 PRIVATE PAYMENT FOR BED HOLD. If 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, Resident's accommodations will be held for the Resident if Resident's accounts are not in arrears and if Resident or the Responsible Party or other payor agrees to pay the Daily Rate for said accommodations.

7.2 MEDICAID COVERED BED HOLDS. If Resident is Medicaid-covered, Resident's room will be held in accordance with State and Federal laws and regulations. If a Medicaid-covered Resident is not eligible for bed hold under applicable State and Federal law, 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-covered Resident may reserve his/her bed for the days in which the Resident is not eligible for a bed hold by paying the current Private Pay Daily Rate for each additional bed hold day requested.

8. TERMINATION, TRANSFER AND DISCHARGE.

8.1 CHARGES UPON TERMINATION AND REFUNDS.

8.1.1 Resident may terminate occupancy at the Home voluntarily upon seven (7) days' notice to the Home. If Resident gives such notice or if Resident leaves the Home because of a transfer or discharge for reasons beyond the control of Resident and/or the Responsible Party or 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 the Responsible Party or Designated Representative, the Home shall charge Resident for services actually furnished to 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 Section 8.1 will be refunded to the Resident or the appropriate payor within thirty (30) days from the Resident's date of discharge.

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

8.2.1 The transfer or discharge is necessary for Resident's welfare and Resident's needs cannot be met after reasonable attempts at accommodation in the Home;

8.2.2 Transfer or discharge is appropriate because Resident's health has improved sufficiently so Resident no longer needs the services provided by the Home; or

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 designee determines that Resident is not suitable for nursing home services, Resident may be transferred or discharged to an appropriate placement pursuant to the procedures set forth in applicable 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 Resident when 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. 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 available and 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 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 Resident, Responsible Party and/or 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 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 Resident's urgent medical needs; or

8.5.4 The transfer or discharge is being made in compliance with a request by Resident.

8.6 TRANSFERS FOR MEDICAL EMERGENCIES. In the event Resident requires emergency medical or surgical care which the Home is unable to provide, 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. Resident shall have the right to appeal transfer or discharge determinations in accordance with, and subject to, Federal and State 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 develops, the Home shall only make a change in room upon prior notice and consultation with Resident and/or Responsible Party and/or Designated Representative. The Home shall also seek to provide reasonable accommodation of 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, provision of a suitable environment for Resident care after discharge.

8.9.2 The Undersigned agree that, if in the judgment of the Home, 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 Resident pursuant to applicable laws, and if applicable third-party payors decline to reimburse the Home in full for the costs of Resident's continued stay, then Resident shall be responsible for all such costs, at the Home's Private Pay Daily Rate, and shall be liable, as set forth in Section 5, for the reasonable attorneys' fees and other costs incurred by the Home in discharging Resident and recovering payment for the cost of services rendered.

8.10 EFFECT OF TEMPORARY ABSENCE. In the event Resident is transferred from, and subsequently reenters, the Home, this Admission Agreement shall remain in effect and continue to govern the rights and obligations of the Parties upon reentry.

9. ARRANGEMENTS IN EVENT OF DEATH.

9.1 NOTIFICATION. In the event of the Resident's death, the Home will immediately notify the Responsible Party and/or Designated Representative(s) or, if not reachable, 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 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 Resident's death of an application for the appointment of a personal

representative of Resident's estate, the Home may transfer all funds and personal property of 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 Resident's estate representative, which the chief fiscal officer of 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 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 Admission Agreement, the Admission Agreement shall be binding on heirs, executors, administrators, distributees, successors and assigns of the Parties hereto.

10.2 MODIFICATIONS. This contract is the entire Admission Agreement between the Parties, and it may not be changed or modified orally. Modifications to this Admission Agreement necessitated by changes in statutory or regulatory requirements or their interpretations are deemed to become part of this Admission Agreement. If any provision in this Admission 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 Admission Agreement.

10.3 NONDISCRIMINATION. The Home does not and shall not discriminate because of race, color, blindness, actual or perceived sexual orientation, gender identity, gender expression, human immunodeficiency virus (HIV) status, sponsorship, or any other characteristic specified by law in the admission, retention or care of residents. In accordance with applicable New York State law, the Home will not take or fail to take any of the following actions, in whole or in part, based on he above-referenced characteristics, including: denying admission to the Home, transferring or refusing to transfer a resident within the Home or to another facility, or discharging or evicting a resident from the Home; denying a request by residents to share a room; where rooms are assigned by gender, assigning, reassigning or refusing to assign a room to a resident other than in accordance with the resident's gender identity, unless at the resident's request; prohibiting a resident from using a restroom available to other persons of the same gender identify or harassing a resident who seeks to use or does not use such a restroom; willfully and repeatedly failing to use a resident's preferred name or pronouns after being clearly informed of the preferred names or pronouns; denying a resident the right to wear or be dressed in clothing, accessories, or cosmetics that are permitted for other residents; restricting a resident's right to associate with other residents or with visitors, including the right to consensual sexual relations, unless the restriction is uniformly applied to all residents in a nondiscriminatory manner; and denying or restricting a resident from accessing appropriate medical or nonmedical care.

10.4 REFUSAL OF TREATMENT. Nothing in this Agreement shall be construed to limit, expand, or in any way affect 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 Admission Agreement or the waiver by any Party of any breach of this Admission 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 Admission Agreement.

10.6 PRIOR AGREEMENTS. This Admission Agreement supersedes all prior Agreements between or among the Parties signing this Admission Agreement and shall be effective with respect to all Parties as of the date when this Admission Agreement is executed by the Resident or the Responsible Party on behalf of the Resident.

10.7 RECORDS AND CONFIDENTIALITY. Resident and/or an individual with legal authority to make health care decisions for Resident will be provided with access to, and/or copies of, Resident's records upon request in accordance with federal and state law. The Home is committed to protecting the security and confidentiality of Resident's health and personally identifiable information and will disclose such information only as required or permitted by applicable federal and state law.

10.8 NO GRATUITIES. Resident and Responsible Party agree not to offer any payment, tip or gratuity in any form to any employee of the Home or any nursing student or other trainee for any services provided.

10.9 PERSONAL EFFECTS. The Home only accepts valuables for safekeeping on a temporary basis and only in extenuating circumstances (e.g., where the Resident is transferred to a hospital). While Resident has a right to have personal effects, Resident and Responsible Party hereby acknowledge that the congregate care setting makes it impossible for the Home to safeguard such items. Resident and Responsible Party hereby acknowledge and accept the increased risk to any personal effects maintained by Resident. Resident and Responsible Party also acknowledge that personal effects are not covered by the Home's insurance and that insurance, if available, is Resident's responsibility. Prior to admission and throughout Resident's stay at the Home, all clothing which Resident maintains at the Home must be labeled.

10.10 SMOKE AND DRUG FREE FACILITY. Smoking is strictly prohibited both inside and on the grounds of the Home. The term smoking includes all nicotine, tobacco-derived or containing products, and plant-based products, electronic cigarettes (vapes) and vape juices containing nicotine, cigars and cigarillos, hookah-smoked products, and oral tobacco (spit and spitless, smokeless, chew, snuff) and/or any other drug substance or paraphernalia (*e.g.*, lighter). This includes lighted marijuana and/or cannabis derived substances for recreational purposes but does not include cannabis derived substances obtained and used in accordance with

the New York State medical cannabis program and the Home's policies and procedures governing medical cannabis.

10.11 COMPLIANCE WITH POLICIES; INFRASTRUCTURE. The Undersigned hereby agree to comply with all policies and procedures of the Home. In addition, the Undersigned agree to comply with restrictions related to the operation, maintenance and protection of buildings and other physical facilities of the Home (*e.g.*, number or type of appliances allowed in resident rooms).

10.12 PROTECTION OF PRIVACY. The Home respects the privacy of residents and staff. The Undersigned shall not use, and shall prohibit their agents and visitors from using, any form of electronic monitoring, audio, photo and/or video recording devices without the written consent of the Home.

10.13 EXHIBITS. If you do not wish to consent to one or more of the exhibits (*e.g.*, do not wish to agree to the use of optional binding arbitration in Exhibit 1) do not sign the exhibit. An unsigned exhibit is not enforceable. You may also draw a line across the exhibit or right in "refused" if you wish to further denote the refusal to provide consent for the specified exhibit.

10.14 SAVINGS CLAUSE AND REFORMATION. If any provision of this Agreement, or the application of any provision hereof, is held to be legally invalid, inoperative or unenforceable, then the remainder of this Admission Agreement shall not be affected, and the Parties agree that the court (or arbitrator, if the Parties have agreed to binding arbitration) shall reform such provision to render it enforceable to the maximum extent permissible at law.

10.15 COUNTERPARTS. This agreement may be executed in one or more counterparts, each of which shall be considered an original.

10.16 GOVERNING LAW, OPTIONAL BINDING ARBITRATION DISPUTE RESOLUTION, VENUE AND WAIVER OF EXEMPLARY DAMAGES. This Admission Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Although we hope that disputes between the Parties 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. The Home considers arbitration to be a faster and less costly option for resolving disputes, while preserving Resident's and the Home's rights to seek redress and facilitating equitable resolutions. Accordingly, the Home offers the option for the Parties to settle certain disputes through binding arbitration, as more fully set forth in Section 10.15 and Exhibit 1. Execution of the arbitration agreement at Exhibit 1 is not a condition of Resident's admission to, or a requirement for the Resident to continue receiving care at, the Home.

In the event the arbitration agreement to arbitrate disputes is not applicable (*e.g.*, is not signed or held to be void or is unenforceable), the Parties agree that litigation

arising under or related to the Admission Agreement 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, and that 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. The Parties agree that no Party shall have a remedy of punitive, special, exemplary, indirect or consequential damages against any other party to this Admission Agreement in connection with any claim or dispute arising hereunder and hereby waive any right to any such damages that such Party now has, or which may arise in the future in connection with any such claim or dispute, whether such claim or dispute is resolved by arbitration or judicially.

(*continued on next page*)

The Hebrew Home for the Aged at Riverdale has adopted an organizational policy **declining to** participate in Medical Aid in Dying ("MAID"). Our policy is based upon the moral convictions central to our core values, operating principles, and applicable state regulations:

Our Commitment to Your Care:
Our choice not to participate in MAID does not affect our dedication to your comfort, dignity, and comprehensive end-of-life care. We remain fully committed to providing:

- High-quality end of life care and support focused on the management of pain and physical symptoms.

- Emotional, psychological, and spiritual support for you and your family.

Your Options and Right to Transfer:
If you choose to pursue MAID, you have the right to do so outside of the RiverSpring Living system. Upon your request, we will:

- Cooperate with you and your designated support network to facilitate a safe and timely transfer of your care to a reasonably accessible facility or provider that is willing to participate in MAID.

- Provide a complete copy of your relevant medical records to your receiving healthcare provider upon formal request.

WE THE UNDERSIGNED HAVE READ, BEEN ADVISED OF, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING THE EXHIBITS ATTACHED HERETO, SUBJECT TO A PARTY'S EXPRESS EXCLUSION OF ANY SPECIFIC EXHIBIT.

In addition, we have received copies of the following:

- **The Statement of Resident's Rights**
- **A Supplemental Disclosure, which includes information on: New York State Regulatory Agencies, how to access nursing home performance and quality measures, and a statement on the Home's policy regarding physician privileges**
- **The Home's Statement on Advance Directives**
- **A summary of the Home's Policy on Bed Retention**
- **The Home Rules and Regulations ("Resident's Responsibilities")**
- **HIPAA Notice of Privacy Practices**

ACCEPTED:

Signature or mark of Resident	Date
Signature of Responsible Party	Date
Signature for the Home	Date

EXHIBIT 1
OPTIONAL ARBITRATION AGREEMENT

This optional Binding Arbitration Agreement (the "Arbitration Agreement") is entered into by and between the Resident and/or Resident Representative(s), in his/her representative capacity, and The Hebrew Home for the Aged at Riverdale (the "Home") (collectively, the "Parties").

Pursuant to applicable federal regulations, neither the Resident nor the Responsible Party on Resident's behalf is required to sign an agreement for binding arbitration as a condition of Resident's admission to, or as a requirement to continue to receive care at, the Home. If you do not agree to arbitration, you should not sign this Arbitration Agreement and may cross out the pages. You may also desire to consult with counsel regarding the Arbitration Agreement.

Moreover, even after signing optional Arbitration Agreement, Resident / Responsible Party has the right to rescind this Arbitration Agreement within thirty (30) calendar days of signing it by submitting a written request to the Home's Chief Clinical Officer.

The Parties believe that it is in their mutual interest to provide for a less burdensome and more efficient and cost-effective manner for handling their respective disputes. The Parties hereby agree that any disputes shall be resolved by final and binding arbitration. This applies equally to the Resident and/or Responsible Party (hereafter referred to as "you") and the Home.

We each agree that the mutual obligation is valid and sufficient consideration for waiving the right to a trial by jury or a judge in a court of law. The Arbitration Agreement governs 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.

Any dispute, disagreement, controversy, demand or claim (hereinafter referred to as a "Claim") between the Home and the Resident and/or any Responsible Party (or their respective successors, assigns or representatives), whether now existing or hereinafter arising out of, pertaining to or in any way relating to the Admission Agreement or the subject matter thereof, including without limitation:

- the breach, enforcement or interpretation of the Admission Agreement, including any violations of any right granted to the Resident by law or the Admission Agreement, breach of contract, fraud or misrepresentation;

- the nature or quality of the services provided by the Home to the Resident, including without limitation any healthcare services, nursing services, and/or any other goods or services provided to the Resident by the Home, its affiliates, agents, servants, employees, independent contracts and/or representatives;

- any past, present or future incidents, omissions, acts, errors, practices or occurrence(s) causing injury or death to the Resident, including allegations involving the purported neglect or abuse of the Resident malpractice, or any other departure from accepted standards of medical or health care safety, whether sounding in tort or in contract, and any survival action or wrongful death claims; and/or
- and any other transactions, contracts or agreements of any kind whatsoever, including Claims for monies owed, nonpayment or demands for refunds, subject to monetary thresholds set forth below.

Arbitration of any Claim 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 New York Small Claims Court, Commercial Small Claims Court or the New York City Civil Claims Court, any Claim or controversy meeting the jurisdictional requirements for such courts shall be heard exclusively in such Small Claims, Commercial Claims or City Civil Claims Court.

2. All other Claims or controversies between you and the Home shall be submitted to binding arbitration, administered by a neutral arbitrator agreed upon by the Parties. The rules and procedures used shall be the National Arbitration and Mediation ("NAM") comprehensive rules and procedures in effect at the time the arbitration is commenced (the "Rules"), without regard to any NAM rule that would otherwise bar arbitration between the Parties. The arbitration shall take place at mutually agreed upon venue that is convenient to all Parties, unless the Parties agree otherwise.

3. All disputes involving claims/counterclaims seeking in total $1 million or less shall be decided by one (1) neutral Arbitrator agreed upon by the Parties and disputes involving claims/counterclaims seeking greater than that amount shall be decided by a panel of three (3) neutral Arbitrators agreed upon by the Parties. 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.

4. If the mutually agreed upon neutral Arbitrator is not 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 in the venue that is mutually agreed upon by the Parties. 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.

5. The arbitration award shall be binding on the Parties and conclusive and may be entered as a judgment in a court of competent jurisdiction. The Parties understand that by executing this Arbitration Agreement they are giving up and waiving their rights to have any Claim decided in a court of law before a judge and a jury.

6. The prevailing Party in the arbitration shall be entitled to an award of the arbitration fees it paid or will be required to pay to the mutually agreed upon Arbitrator.

7. The Parties to this Agreement agree that they may settle their dispute at any time without involvement of the arbitrator. The Parties further agree that prior to submitting a Claim to arbitration, the complaining Party will first notify the other Party and both Parties will attempt in good faith to resolve the Claim. If the Parties' attempts to resolve the Claim are unsuccessful, the Claim must be submitted to arbitration.

Either Party shall be entitled to any remedies that would otherwise be available to him/her/it under applicable federal, state, or local laws, except as waived in Section 10.16 of the Admission Agreement. The

Arbitrator(s) shall be neutral and mutually agreed upon by the Parties. 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.

Notwithstanding the foregoing, nothing in this Arbitration Agreement or the aforementioned confidentiality requirements shall prohibit you from communicating with federal, state, or local officials, including but not limited to, federal and state surveyors, other federal or state health department employees, and representatives of the Office of the State Long-Term Care Ombudsman. Neither this Arbitration Agreement nor the Admission Agreement shall in any manner be interpreted as to infringe upon such rights. Further, nothing contained herein shall be viewed as limiting the Resident's right to file a grievance or complaint, formal or informal, with the Home or any appropriate federal or state agency.

While an arbitration proceeding is ongoing, you and the Home shall continue to perform their respective obligations under the Admission Agreement for so long as the Resident resides at the Home.

To the extent the Parties resolve a dispute through arbitration, a copy of the signed agreement for binding arbitration and the arbitrator's final decision will be retained by the Home for five (5) years and be available for inspection upon request by the Centers for Medicare and Medicaid Services ("CMS") or its designee.

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, excluding, however, any provision which would impede the application of the Federal Arbitration Act, which the parties explicitly intend shall be applicable to this Agreement. 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, these arbitration provisions are 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. If any term or provision or portion of this Arbitration Agreement is declared void or unenforceable, it shall be severed and the remaining terms, provisions. or portions of this Arbitration Agreement will be enforceable.

This Arbitration Agreement shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration.

You have the option to enter or decline to enter into this Agreement. Please check the applicable box:

❑ **I ELECT TO ENTER INTO THE BINDING ARBITRATION AGREEMENT**. By checking this box and signing below, the Undersigned acknowledges that he/she/they understand, acknowledge and agree to the following:

1. This optional Arbitration Agreement is a separately executed agreement and is not a condition of Resident's admission to, or as a requirement for Resident to continue to receive care at, the Home;

2. Resident and/or Responsible Party has the right not to sign the Arbitration Agreement as a condition of Resident's admission to, or as a requirement for Resident to continue to receive care at, the Home;

3. Resident and/or Responsible Party understands that (1) he/she has the right to seek legal counsel concerning this Arbitration Agreement and (2) the execution of this Arbitration Agreement is not a precondition to admission or to the furnishing of services to the Resident by the Home.

4. By signing this Arbitration Agreement, the Resident and/or Responsible Party acknowledge waiving the right to a trial by jury or a judge in a court of law.

5. Resident and/or Responsible Party received this Arbitration Agreement and read this Arbitration Agreement;

6. This Arbitration Agreement has been explained to the Resident and/or Responsible Party with legal authority to enter into the Arbitration Agreement in the case of a Resident without capacity signing below, in a form and manner that s/he understands, including in a language the Resident and/or Responsible Party signing below understands;

7. Resident and/or Responsible Party agree to the terms of this optional Arbitration Agreement, and voluntarily sign this Arbitration Agreement; and

8. Resident and/or Responsible Party have the right to rescind the Arbitration Agreement within thirty (30) calendar days of signing by notifying the Chief Clinical Officer in writing.

9. This Arbitration Agreement shall remain in effect for all care and services rendered at the Home, even if such care and services are rendered following the Resident's discharge and readmission(s) to the Home.

❑ **I DECLINE TO ENTER INTO THIS BINDING ARBITRATION AGREEMENT**.

Signature or mark of Resident: _____ Date: _____

Signature of Responsible Party: _____ Date: _____

Signature for the Home: _____ Date: _____

EXHIBIT 2

AUTHORIZATION FOR NURSING HOME TO MANAGE RESIDENT'S FINANCES

Upon request, the Home 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 Home provides services to the Resident beyond nursing home care and services (for example, if the Home provides the Resident with hairdresser or personal dry-cleaning services), the Home will withdraw funds from the Resident's account to pay for these additional services. The Home will not charge the Resident for any item or service that has not been requested by the Resident, Responsible Party/Financial Agent or Designated Representative. The Home will inform the Resident or Responsible Party/Financial Agent 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 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 Responsible Party.

When the Resident's stay at the Home is concluded, any funds remaining in Resident's account will be included in the refund given to Resident or the 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: _____

I authorize the Home to hold my (or the above-named resident's) money in trust.

Signature: _____ Date: _____

Print Name: _____

If signed by an Agent, indicate Type of Agency: ❑ Attorney-in-Fact (Power of Attorney)

❑ Guardian (Appointed by Court) ❑ Other (explain): _____

EXHIBIT 3

THE HEBREW HOME FOR THE AGED AT RIVERDALE
STATEMENT TO PERMIT PAYMENT TO PROVIDER

_____ _____

Name of Beneficiary / Patient *HI Claim Number*

_____ _____

Name of Policyholder *Policy Number*

Authorization for release of information by: The Hebrew Home for the Aged at Riverdale

I hereby authorize and direct 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 skilled nursing facility services and medical care, all information needed to substantiate payment for such skilled nursing facility services and medical care and to permit representatives thereof to examine and make copies of all records relating to such care and treatment.

Assignment of Payment to: The Hebrew Home for the Aged at Riverdale

I request that payment of authorized benefits be made on my behalf and I hereby assign, transfer, and set over to The Hebrew Home for the Aged at Riverdale such monies and/or benefits to which I may be entitled from governmental agencies, insurance carriers, or others who are financially liable for my skilled nursing facility services and medical care, including physician services, to cover the cost of the care and treatment rendered to myself or my dependent in said skilled nursing facility.

Signature: _____ Date: _____

Print Name: _____

If signed by an Agent, indicate Type of Agency: ❑ Attorney-in-Fact (Power of Attorney)

❑ Guardian (Appointed by Court) ❑ Other (explain): _____

EXHIBIT 4

THE HEBREW HOME FOR THE AGED AT RIVERDALE
LIMITED APPOINTMENT AS AGENT TO OPEN MAIL

For the convenience of the Resident (*e.g.*, coordinating medical care, qualifying for or maintaining government or insurance benefits, and facilitating timely receipt by the Resident of any monies due him/her), the Home is willing to accept appointment as the Agent of the Resident for the sole purpose of opening the Resident's mail to determine if there are medical, benefits-related or financial correspondence that requires prompt action, including checks, money orders or any other form of payment due the Resident therein. In such event, the Home shall make good faith efforts to timely notify the Resident of the receipt and safeguard any protected health information or confidential information to the best of its ability. This is an optional service, and the Resident is not obligated to consent to the Home's limited appointment as agent to open mail as a condition of admission to the Home.

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 the Responsible Party, indicate Type of Agency:

❑ Attorney-in-Fact (Power of Attorney)

❑ Guardian (Appointed by Court) ❑ Other (explain): _____

EXHIBIT 5

AGREEMENT TO ASSIST RESIDENT WITH FINANCIAL MATTERS

THIS AGREEMENT 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.

THIS AGREEMENT MAY ONLY BE ENTERED INTO BY A PERSON WHO MEETS THE DEFINITION OF "FINANCIAL AGENT" AS DEFINED BELOW. IF YOU DO NOT MEET THE DEFINITION OF "FINANCIAL AGENT," PLEASE CHECK THE CORRESPONDING BOX AT THE BOTTOM OF EACH PAGE OF THIS AGREEMENT.

AGREEMENT made this ____ day of _____ 20___ between The Hebrew Home for the Aged at Riverdale (hereinafter the "Home") and _____ (hereinafter the "Financial Agent,") residing at _____, concerning the admission of _____ (hereinafter 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 everyone with such access to execute this Financial Agent Personal Agreement. An individual that has executed the Resident's Admission Agreement as the Responsible Party may also be 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, a Representative Payee on the Resident's Pension or Social Security benefits, a joint tenant on real property, a co-owner of personal property, a joint account holder, and/or by appointment as the Resident's 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 using Resident's income, assets and resources 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 obligations under the terms of the Resident's Admission Agreement.

3. OBLIGATIONS OF THE FINANCIAL AGENT.

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 agrees to use his/her Legal 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 to the extent authorized by law.

3.2 The Financial Agent agrees to use his/her Legal 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 the Resident's applicable health care plan (including, but not limited to, Medicaid).

3.3 If the Resident applies for Medicaid benefits, the Financial Agent agrees to use his/her Legal Access to the Resident's income, assets and resources to ensure partial payment to the Home, to the maximum extent possible under applicable law, while the Medicaid application is pending.

3.4 If the Resident becomes Medicaid eligible, the Financial Agent agrees to use his/her Legal Access to the Resident's income, assets and resources to ensure 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 use his/her Legal Access to assist Resident 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, resources and insurance information and documentation, to the extent that the Financial Agent has Legal Access to such information or documentation.

3.6 Financial Agent agrees use his/her Legal Access to timely notify the Home of any changes in Residents financial information of which the Financial Agent becomes aware.

4. MISCELLANEOUS.

This Financial Agent Personal Agreement shall be governed by and construed in accordance with the laws of the State 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: _____

Indicate Type of Agency for individual signing (check all that apply):

- ❑ Attorney-in-Fact (Power of Attorney)
- ❑ Guardian (Appointed by Court)
- ❑ Representative Payee on Social Security
- ❑ Representative Payee on Pension
- ❑ Joint Bank Account (*e.g.*, checking, savings)
- ❑ Other Joint Account (*e.g.*, stocks, bonds)
- ❑ Joint Owner / Tenant of Real Property
- ❑ Joint Owner of Personal Property
- ❑ Other (explain): _____

Signature for Home: _____ Date: _____

Print Name: _____

EXHIBIT 6

AGREEMENT TO ALLOW STUDENTS AND TRAINEES TO PROVIDE CARE AND SERVICES TO RESIDENT

I acknowledge and understand that the Home has contracts with nursing schools so that nursing students may complete their training and education by interacting with patients at the Home. I agree that having contact with patients is essential for proper training of the next generation of nurses.

I further acknowledge and understand that the Home operates its own training program to develop nurses' aides to support the high-quality care and services provided to residents of the Home.

I understand and agree that from time to time, nursing students or aides in training may participate in my care and treatment. All students and trainees will identify themselves as such and their name badges will indicate and identify their status as student/trainee. I understand that students/trainees perform their duties under the general supervision of Home staff, which does not require that Home staff be present in the room at the time services or care is provided.

I acknowledge and understand that the Home remains ultimately responsible for the care and services rendered to its residents.

I hereby consent and grant permission for nursing students and/or nurses' aide trainees to participate in my care and treatment at the Home. I further understand that I may revoke my consent or refuse care and services from students/trainees at any time by notifying the Home.

Resident Name: _____

Responsible Party:

Signature: _____ Date: _____

Print Name: _____

If signed by a Responsible Party, indicate Type of Agency: ❑ Attorney-in-Fact (Power of Attorney)

❑ Guardian (Appointed by Court) ❑ Other (explain): _____

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 July 2025, and is not meant to be relied upon for Medicaid planning. The Home strongly encourages Residents, Responsible Parties and/or Family Members to consult with a knowledgeable 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), assets 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 ($1,800 per month in 2025 for single individuals over 65 years of age), the applicant is allowed to offset any medical expenses (including private pay nursing home charges) against his/her income to determine eligibility. 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 (currently set by law at $50), 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 2025, a single Medicaid applicant is allowed to have $32,396 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 Medicaid resource threshold, *i.e.*, "spending-down." By way of example, if a resident enters a nursing home with $80,000 in assets and the private nursing home rate is $10,000 per month, he/she would not be eligible for Medicaid for approximately five months. Medicaid will only retroactively cover medical bills, including nursing home services, for up to three (3) months prior to the month an application is submitted (provided the resident is ultimately determined to be eligible), so it is critical to submit the application in a timely manner.

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 $180,000, 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 extremely important for Residents and their 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 their 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. For additional information see:
https://www.health.ny.gov/facilities/nursing/select_nh/select_nh.htm
http://health.wnylc.com/health/entry/96/

BASICS OF MEDICARE SKILLED NURSING FACILITY (SNF) ELIGIBILITY

Medicare Part A (Hospital Insurance) covers skilled nursing care for a limited time (on a short-term basis) if all of these conditions apply:

- You have Part A and have days left in your benefit period to use.
- You have a qualifying inpatient hospital stay.
- Your doctor has decided that you need daily skilled care. You must get the care from, or under the supervision of, skilled nursing or therapy staff.
- You get these skilled services in a Medicare-certified SNF.
- You need these skilled services for a medical condition that's either:
  - A hospital-related medical condition treated during your qualifying 3-day inpatient hospital stay (not including the day you leave the hospital), even if it wasn't the reason you were admitted to the hospital.
  - A condition that started while you were getting care in the skilled nursing facility (SNF) for a hospital-related medical condition (for example, if you develop an infection that requires IV antibiotics while you're getting SNF care).

Your Costs in Original Medicare (as of November 8, 2024)

You pay this for each benefit period:

- Days 1-20: $0 coinsurance per day
- Days 21-100: Up to $209.50 coinsurance per day
- Days 101 and beyond: All Costs

NOTE: Your doctor or other health care provider may recommend you get services more often than Medicare covers. Or, they may recommend services that Medicare doesn't cover. If this happens, you may have to pay some or all of the costs. Ask questions so you understand why your doctor is recommending certain services and if, or how much, Medicare will pay for them.

What Is Skilled Care?

Skilled care is nursing and therapy care that can only be safely and effectively performed by, or under the supervision of, professionals or technical personnel. It's health care given when you need skilled nursing or skilled therapy to treat, manage, and observe your condition, and evaluate your care.

Medicare-covered services in a skilled nursing facility include, but aren't limited to:

- A semi-private room (a room you share with other patients)
- Meals
- Skilled nursing care
- Physical therapy (if needed to meet your health goal)
- Occupational therapy (if needed to meet your health goal)
- Speech-language pathology services (if needed to meet your health goal)
- Medical social services
- Medications
- Medical supplies and equipment used in the facility
- Ambulance transportation (when other transportation endangers your health) to the nearest supplier of needed services that aren't available at the SNF
- Dietary counseling

Situations That May Impact your Coverage and Costs

Observation Services

Your doctor may order observation services to help decide whether you need to be admitted to the hospital as an inpatient or can be discharged. During the time you're getting observation services in the hospital, you're considered an outpatient – you can't count this time towards the 3-day inpatient hospital stay needed for Medicare to cover your SNF stay.

Readmission to a Hospital

If you're in a SNF, there may be situations where you need to be readmitted to the hospital. If this happens, there's no guarantee that a bed will be available for you at the same SNF if you need more skilled care after your hospital stay. Ask the SNF if it will hold a bed for you if you must go back to the hospital. Also, ask if there's a cost to hold the bed for you.

Refusing Care

If you refuse your daily skilled care or therapy, you may lose your Medicare SNF coverage. If your condition won't allow you to get skilled care (like if you get the flu), you may be able to continue to get Medicare coverage temporarily.

Stopping Care or Leaving

If you stop getting skilled care in the SNF, or leave the SNF altogether, your SNF coverage may be affected depending on how long your break in SNF care lasts.

If your break in skilled care lasts more than 30 days, you need a new 3-day hospital stay to qualify for additional SNF care. The new hospital stay doesn't need to be for the same condition that you were treated for during your previous stay.

If your break in skilled care lasts for at least 60 days in a row, this ends your current benefit period and renews your SNF benefits. This means that the maximum coverage available would be up to 100 days of SNF benefits.

For additional information see:

https://www.medicare.gov/coverage/skilled-nursing-facility-snf-care
https://www.medicare.gov/what-medicare-covers/skilled-nursing-facility-snf-situations

DESIGNATED REPRESENTATIVES

Resident Name: _____

Contact #1: ❑ Receive Information ❑ Assist / Act on Behalf of Resident

Name: _____ Relationship: _____

Email: _____ Cell #: _____

Contact #2: ❑ Receive Information ❑ Assist / Act on Behalf of Resident

Name: _____ Relationship: _____

Email: _____ Cell #: _____

Contact #3: ❑ Receive Information ❑ Assist / Act on Behalf of Resident

Name: _____ Relationship: _____

Email: _____ Cell #: _____

Contact #4: ❑ Receive Information ❑ Assist / Act on Behalf of Resident

Name: _____ Relationship: _____

Email: _____ Cell #: _____

A Designated Representative is an individual or individuals designated to receive information and/or to assist / act on behalf of a resident to the extent permitted by State law. A Designated Representative is <u>not</u> a health care agent.