

Agreement dated \_\_\_\_\_, 20\_\_\_\_ between Amsterdam House Continuing Care Retirement Community, Inc. d/b/a The Amsterdam at Harborside, a New York not-for-profit corporation, located at 300 E. Overlook, Port Washington, New York 11050 (“Amsterdam” or the “Facility”), and \_\_\_\_\_ (“Resident”) whose residence is located at \_\_\_\_\_ and \_\_\_\_\_ (“Resident Representative”) residing at \_\_\_\_\_ and \_\_\_\_\_, Resident’s sponsor<sup>1</sup> (“Sponsor”, if not listed as Resident Representative), residing at \_\_\_\_\_.

The Facility accepts the Resident for admission subject to the following terms and conditions:

**A. SERVICES**

1. Basic Services: The following Basic Services are included in the Basic Rates (as described in Section C) for care furnished at Amsterdam:

- Board, including therapeutic or modified diets as prescribed by a physician and Kosher food when Resident, as a matter of religious belief, wishes to observe dietary laws;
- Lodging in a clean, healthful, sheltered environment, properly outfitted;
- 24-hour per day nursing care;
- Equipment, medical supplies and modalities used in the everyday care, such as catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads;
- Fresh bed linen, changed at least twice weekly, or as often as required if Resident is incontinent;
- Hospital gowns or pajamas as required by Resident’s clinical condition and laundry services for these and other washable personal clothing items;
- General household medicine cabinet supplies, such as nonprescription medications, materials for routine skin care, oral hygiene, and hair care, except when specific items are medically indicated and prescribed for Resident’s exceptional use;
- Assistance, and/or supervision when required, with activities of daily living, such as toileting, bathing, feeding and ambulation assistance;
- Services by members of Amsterdam’s staff performing their daily assigned resident-care duties;

---

<sup>1</sup> A Sponsor, usually the Resident’s spouse, as defined pursuant to 10 NYCRR §415.2, is “the agency or the person or persons, other than the resident, responsible in whole or in part for the financial support of the Resident, including the costs of care in the Facility.”

## **Skilled Nursing Admission Agreement**

- The use of customarily stocked equipment, such as crutches, walkers, wheelchairs, or other supportive equipment, including training in their use when necessary, unless such item is prescribed by a physician for regular and sole use by Resident;
- An activities program, including but not limited to, a planned schedule of recreational, motivational, religious, social and other activities, together with the necessary materials and supplies to make Resident's life more meaningful;
- Social services, as needed;
- Maintenance physical, occupational and speech therapy;
- Medicare Part A services furnished when Resident's care is covered by Medicare Part A;
- Resident assessment and comprehensive care planning services; and
- Television services, including basic cable, and Wi-Fi.

Amsterdam reserves the right to change its Basic Services list upon notice to Resident, but at no time will the list include less than all Basic Services required by law.

2. Services and Items Not Included in the Basic Rates: The following services are subject to additional charges, beyond those included in the Basic Rates:

- Medicare Part D eligible pharmaceuticals, drugs, and/or services or other drugs prescribed for the Resident.
- Restorative/skilled physical, speech, and occupational therapy;
- Diagnostic radiology services and laboratory services;
- Physician, dental, psychologist services;
- Wound care services, surgical dressings, urological, ostomy-related care and medical supplies;
- Enteral and parenteral feeding and related care;
- Prosthetic devices, orthotics, braces, trusses, artificial limbs;
- Electrocardiograms and vaccinations;
- Dialysis supplies and equipment;
- Erythropoietin;
- Hospice care;
- Personal comfort items, including smoking material, notions and novelties, confections, and personal reading matter;
- Cosmetic and grooming items and services;
- Hearing aids and glasses;
- Transportation, including ambulance and ambulette trips;
- Personal clothing and shoes;
- Dry cleaning;
- Gifts purchased on behalf of Resident;
- Flowers and plants;
- Cost to participate in social events and entertainment offered off the premises and outside the scope of the activities program;

- Non-covered special care services such as private duty nurses and companions;
- Specially prepared or alternative food and meals generally prepared by Amsterdam except (a) special foods and meals, including medically prescribed dietary supplements, ordered by the Resident's physician, physician assistant, nurse practitioner, or clinical nurse specialist, and (b) food that is prepared in accordance with the Resident's needs and preferences given the Resident's cultural and religious make-up;
- Telephone service for personal use, including a cellular phone (note that a landline telephone is provided); and
- Radio, personal computer or other electronic device.

Amsterdam reserves the right to change the foregoing list upon notice to Resident.

**B. MEDICAL AND DENTAL SERVICES:**

1. Medical and dental services will be provided by physicians, dentists, and geriatric nurse practitioners who have been granted clinical privileges at Amsterdam in accordance with Amsterdam's Medical Staff By-Laws. Resident agrees that its primary care doctor while at Amsterdam must have clinical privileges at Amsterdam.
2. Resident's primary care doctor will visit and examine Resident as often as indicated by the Resident's condition, but at least once every thirty (30) days for the first ninety (90) days after admission and at least every sixty (60) days thereafter, unless a different lawful schedule of examinations is approved by Amsterdam's Medical Director and Health Care Administrator. After the initial visit, Resident's primary care doctor may alternate visits with a geriatric nurse practitioner who has clinical privileges at Amsterdam.
3. A Resident, Resident Representative and/or Sponsor who disagrees with any diagnosis or treatment being provided at Amsterdam may request a consultation with a Resident, Resident Representative and/or Sponsor-selected specialist. Resident, Resident Representative and/or Sponsor agree to pay the cost of the consultation. Resident, Resident Representative and/or Sponsor agree that Amsterdam may arrange to have Resident transported to off-site locations for medical, dental or related services that are not provided at Amsterdam.

**C. PAYMENT ARRANGEMENTS: RESIDENT'S RESPONSIBILITIES**

1. General Payment Obligations:
  - a) Resident, Resident Representative and/or Sponsor are responsible for, and agree to pay for (in accordance with the terms of this Agreement), or arrange to have Medicaid, Medicare or other third party insurance pay for,

the Basic Rates for charges for the services that Amsterdam provides to Resident, including the Basic Rate for Basic Services, as well as additional charges for services and items not included in the Basic Rate or covered by Medicaid, Medicare or other third party insurance.

- b) A Resident's obligation to guarantee payment is personal and limited to the extent of his/her finances, and, consistent with applicable laws, rules and regulations, to the extent of his/her spouse's income and resources as well. The Resident Representative is responsible for providing payment from the Resident's income and resources to the extent he/she has access to such income and resources. By signing this Agreement, however, the Resident Representative personally guarantees a continuity of payment from the Resident's funds to which he/she has access or control and agrees to arrange for third-party payment, if necessary, to meet the Resident's cost of care. Unless the Resident Representative is also the Resident's spouse or Sponsor, the Resident Representative is not obligated to pay for the cost of the Resident's care from his/her own funds, except as provided below in Section C(1)(c).
  - c) The execution of this Agreement by the Resident Representative and/or Sponsor cannot, and shall not, serve as a third-party guarantee of payment in violation of applicable law and regulation. Notwithstanding the foregoing, the Resident Representative and/or Sponsor will be held personally responsible and liable for a breach of his/her actions or omissions under the terms of this Agreement, which actions or omissions have caused and/or contributed to non-payment of the Facility's fees.
2. Specific Payment Obligations: Resident, Resident Representative and/or Sponsor agree to meet the following additional payment obligations that apply to Resident's specific insurance coverage or payment arrangements with Amsterdam. Note that a listing of the charges for certain clinical services by specific insurance coverage or payment arrangement is attached hereto.
- a) Medicare Part A: Amsterdam will provide Resident with the Basic Services listed in Section A(1) for as long as Resident's stay is covered by Medicare Part A. Resident, Resident Representative and/or Sponsor agree to pay (in accordance with the terms of this Agreement), or have the Resident's Medicaid, Medigap or other third party insurance carrier pay, applicable Medicare Part A deductibles and Medicare Part A daily co-insurance charges for the 21<sup>st</sup> through 100<sup>th</sup> day of Resident's Medicare Part A-covered stay. Where Resident has no other third party insurance, the Resident is personally obligated to pay the applicable Medicare Part A deductibles and Medicare Part A daily co-insurance charges for the 21<sup>st</sup> through 100<sup>th</sup> day of Resident's Medicare Part A-covered stay.

## Skilled Nursing Admission Agreement

- b) Medicare Part B: Resident authorizes Amsterdam to bill Medicare Part B, and retain any funds received from such billing, for all Medicare Part B eligible services that Resident receives. Resident, Resident Representative and/or Sponsor agree to pay (in accordance with the terms of this Agreement), or have his/her Medicaid, Medigap or other third party insurance carrier pay, all applicable Medicare Part B deductibles and co-insurance charges.
- c) Medicare Part C: Residents covered under Medicare Part C may have their nursing home stay or a portion thereof covered depending on the plan's agreement with the Facility. If Resident's plan is not accepted by the Facility, or only a portion of the services are covered, Resident, Resident Representative and/or Sponsor agree to pay Facility (in accordance with the terms of this Agreement) any outstanding amounts of unpaid services not otherwise covered by other third party payors subject to applicable federal and state laws and regulations. Such amounts shall be calculated in accordance with the Facility's applicable private pay rates and charges for all basic and additional services provided to the Resident.
- d) Medicare Part D: Resident authorizes Amsterdam or its agent (vendor pharmacy) to bill Medicare Part D, and retain any funds received from such billing, for all Medicare Part D eligible services that Resident receives. Resident, Resident Representative and/or Sponsor agree to pay (in accordance with the terms of this Agreement), or have Resident's Medicaid, Medigap or other third party insurance carrier pay, all applicable Medicare Part D deductibles and co-insurance charges.
- e) Medicaid: Resident, Resident Representative and/or Sponsor agree to comply with New York State Department of Health determinations of that portion of Resident's (Net Available Monthly Income ("NAMI")) which must be paid to Amsterdam for Basic Services provided to Resident. NAMI includes, but is not limited to social security payments, pension payments, and any interest earned on Medicaid-exempt bank account funds. If Medicaid denies coverage, the Resident, Resident Representative and/or Sponsor hereby agree (in accordance with the terms of this Agreement) to remit to the Facility any outstanding amounts for unpaid services not covered by other third-party payors subject to applicable federal and state laws and regulations. Such amounts shall be calculated in accordance with the Facility's applicable private pay rates and charges for all basic and additional services provided.
- f) Third-Party Insurance Coverage: Resident, Resident Representative and/or Sponsor agree to pay (in accordance with the terms of this Agreement) the Basic Rate in effect at the time this Agreement is executed for their room until such time as Resident's third-party insurance carrier pays

Amsterdam. If the Resident's room should change, the rate for the new room will apply. Resident, Resident Representative and/or Sponsor also agree to pay (in accordance with the terms of this Agreement) all deductible and co-insurance amounts imposed by the third-party insurance carrier. Amsterdam will refund to Resident an amount equal to the amounts paid to Amsterdam by the insurance carrier. Resident, Resident Representative and/or Sponsor will also be responsible to pay (in accordance with the terms of this Agreement), or to have Medicaid, Medicare or other third party payor pay Amsterdam for any services furnished to Resident that are not covered by the third-party insurance carrier. In the event of denial of payment by a third-party payor, exhaustion of benefits and/or termination of coverage, the Resident, Resident Representative and/or Sponsor shall be responsible (in accordance with the terms and provisions of this Agreement) for payment to the Facility at the private pay rates and charges for such services and in accordance with applicable law.

- g) Managed Care Payors: If Resident is covered by a Managed Care Payor with whom Amsterdam has an agreement, Amsterdam will provide the level and type of covered services as defined in the agreement with the Managed Care Payor in exchange for the rate negotiated with the Managed Care Payor. In no event will the covered services provided to Resident pursuant to an agreement with a Managed Care Payor be less than the Basic Services listed in Section A(1) of this Agreement. Resident, Resident Representative and/or Sponsor will be responsible to pay (in accordance with the terms of this Agreement), or have Medicaid, Medicare or other third party payor pay Amsterdam for any applicable co- payments or deductibles required by the Managed Care Payor and any services furnished to Resident that are not covered by the Managed Care Payor. In the event of denial of payment by a Managed Care Payor, exhaustion of benefits and/or termination of coverage, the Resident, Resident Representative and/or Sponsor shall be responsible (in accordance with the terms and provisions of this Agreement) for payment to the Facility at the private pay rates and charges for such services and in accordance with applicable law.
- h) Private Pay: Resident agrees to pay Amsterdam's published Basic Rate of \$531.00 per day for a semi-private room, \$565.00 per day for a private room without a shower, \$597.00 per day for a private room with a shower, or \$666.00 for a private suite for the Basic Services listed in Section A(1) of this Agreement, and Amsterdam's charges for the services and items listed in Section A (2) of this Agreement that are not included in the Basic Rates and not paid for by Medicaid, Medicare or other third-party insurance. Resident, Resident Representative and/or Sponsor also agree to

## Skilled Nursing Admission Agreement

pay (in accordance with the terms of this Agreement) Amsterdam for any applicable co-payments and deductibles or other services and items furnished by Amsterdam that are not covered by Medigap, Medicaid, Medicare Part A, Medicare Part B, Medicare Part C, Medicare Part D, Commercial Insurance, or Managed Care Providers.

- i) Current Residents of Amsterdam: Payment for Basic Services for current residents of Amsterdam will be determined by the Refundable Plan Residency Agreement (the “CCRC Agreement”) that has been executed between the Resident and Amsterdam.
3. Cooperation with Application Process: Resident, Resident Representative and/or Sponsor agree to take all reasonable steps to provide complete, truthful and relevant information necessary to qualify for any available reimbursement program (e.g., Medicaid), and to fully cooperate with staff in order to apply for and enroll in any such program. Resident, Resident Representative and/or Sponsor authorizes Amsterdam to complete and submit any applications, forms or documents necessary to enroll or maintain Resident in the Medicaid/Medicare programs, or any similar government program that may be established.
4. Security Deposits: In the event Resident is not eligible for Medicaid or Medicare coverage on admission, Resident agrees to pay, in advance, a security deposit equivalent to sixty (60) days at the Basic Rate. If Resident fails to pay Amsterdam for services rendered, the deposit and any accrued interest will be applied to the outstanding indebtedness, without further notice to Resident. This section does not apply to current residents of the Amsterdam who have executed the CCRC Agreement.
5. Payment Terms: The following terms apply to all amounts due from Resident:
  - a) Monthly Charge Payable in Advance for Private Pay Resident: Upon admission for private pay Residents, the Resident, Resident Representative and/or Sponsor agree to pay in advance for the first month of care. Subsequent payments are due upon the first day of each succeeding month of the Resident’s stay. Advance payments are not required upon admission from individuals eligible for Medicare/Medicaid/Veterans Administration benefits.
  - b) Charges: Charges will be assessed for the day of admission. Charges will not be assessed for the day of discharge, unless Resident’s room has not been vacated by noon on the scheduled day of discharge.
  - c) Late Payments: Resident will be charged a late payment fee of 1% interest per month for all payments that are not received when due.

## Skilled Nursing Admission Agreement

- d) Collection Costs: In the event the Resident, Resident Representative and/or the Sponsor fail or refuse to pay amounts due to Amsterdam under this Agreement, Resident, Resident Representative and/or Sponsor shall pay (in accordance with the terms and provisions of this Agreement) all charges, expenses, court costs and attorney's fees attributable to the collection efforts undertaken on behalf of Amsterdam. In addition, the Resident, the Resident Representative and/or the Sponsor shall pay (in accordance with the terms and provisions of this Agreement) all late charges as noted above.
- e) Refunds to Residents: Amsterdam will refund amounts to Resident in accordance with the following terms.
- (i) If the Resident leaves and does not return to Amsterdam, Amsterdam shall refund to the Resident, within thirty (30) days of the Resident's departure, the balance, if any, remaining of any security deposit, personal funds retained by Amsterdam, or any other charges already paid, plus accrued interest, less Amsterdam's per diem rate, for the days the Resident actually resided, reserved, or retained a bed in Amsterdam or any other amount due from the Resident, shall be refunded to the Resident, along with a final accounting of these funds.
  - (ii) Upon the death of a Resident, Amsterdam will convey the balance, if any, remaining of any security deposit, personal funds retained by Amsterdam, or any other charges already paid, plus accrued interest, less Amsterdam's per diem rate, for the days the Resident actually resided, reserved, or retained a bed in Amsterdam or any other amount due from the Resident, and a final accounting of those funds to the individual or probate jurisdiction administering the Resident's estate within thirty (30) days of the date Amsterdam is furnished with evidence of the identity of the fiduciary or probate jurisdiction to whom the funds may be legally disbursed.
  - (iii) The foregoing provisions do not apply to Residents who have entered into a CCRC Agreement. Refunds for such Residents are to be provided consistent with the terms provided for in the CCRC Agreement.
- f) Rate Changes: Amsterdam reserves the right to change its Rates as follows.
- (i) *Basic Rate*: Amsterdam may change the Basic Rate at any time, but will provide thirty (30) days prior written notice to Resident of any changes to the Basic Rate.

(ii) *Charges for Services Not Included in the Basic Rate:* Amsterdam will assess additional charges for services not covered by the Basic Rate. A list of Amsterdam’s current charges for the services and items that are not included in the Basic Rate is attached hereto. Amsterdam reserves the right to change the charges for services and items that are not in the Basic Rate at any time. Amsterdam will provide thirty (30) days prior written notice to Resident of any such changes.

g) No Guarantee of Third Party Payment: Resident, Resident Representative and/or the Sponsor hereby acknowledge that no representation, statement, or claim has been made by anyone connected with Amsterdam that the services or items to be provided to Resident are or will be covered under Medicare Part A, Part B or Part C, Medicaid or any other third party payor.

**D. RESIDENT ACCOUNTS AND VALUABLES**

1. Direct Deposit: All long-term Residents and all short-term Residents transferred to long-term in the Facility may have their NAMI (Social Security, pension benefits, etc.) deposited in the Facility’s account and/or their “personal income allowance” (“PNA”) deposited in their personal account via electronic direct deposit. If you would like the Facility to assist you/the Resident in obtaining direct deposit of these income sources, please initial all that apply below. By initialing below you are agreeing to allow the Facility to become representative payee for direct deposit purposes.

\_\_\_\_\_ I wish to have my/the Resident’s Social Security Income directly deposited into the Facility’s account as Representative Payee.

\_\_\_\_\_ I wish to have my/the Resident’s Pension Income directly deposited into the Resident’s PNA account at the Facility and, if my/the Resident’s pension check cannot be directly deposited, then I wish to change the address so that such income check is physically sent to the Resident do the Facility’s address.

(Specify Name of Pension benefit organization)\_\_\_\_\_

\_\_\_\_\_ I wish to have my/the Resident’s income directly deposited into the Resident’s PNA account at the Facility, and, if my/the Resident’s income check cannot be directly deposited, then I wish to change the address so that such income check is physically sent to the Resident c/o the Facility’s address.

(Specify Name of the income source)\_\_\_\_\_

## Skilled Nursing Admission Agreement

\_\_\_\_\_ I understand that the Facility will apply any income received towards my/the Resident's NAMI obligation in accordance with applicable Social Services Law and regulations and/or towards my/the Resident's anticipated NAMI obligation and that the Facility will deposit my/the Resident's personal income allowance in my/the Resident's personal account at the Facility.

### 2. Interest-Bearing Accounts Maintained for Resident:

#### a) Types of Accounts:

(i) *Security Deposit Account:* Resident's security deposit, to the extent one is required pursuant to the terms of this Agreement, will be kept in an interest-bearing account, with interest accruing for the benefit of Resident.

(ii) *Resident's Personal Funds Account:* The Resident, Resident Representative and/or Sponsor have the option to request that the Facility retain the Resident's personal funds. All funds over \$100.00 (over \$50.00 for Residents whose care is funded by Medicaid) shall be kept in an interest-bearing account by the Facility. The Resident, Resident Representative and/or Sponsor hereby agree to and acknowledge that upon the discharge of the Resident, and after any outstanding payments are made to the Facility, the account balance, if any, will be distributed to the Resident, Resident Representative, Sponsor, the Resident's estate and/or the Department of Social Services, as permitted by law and this Agreement. The Resident Representative and/or the Sponsor must have legal authorization to handle the Resident's funds should he/she choose to receive the funds directly. If not, the Resident Representative and/or Sponsor may purchase items on behalf of the Resident and be reimbursed upon presentation of adequate documentation to the Facility's Finance Department.

b) Accountings: Amsterdam will prepare on a quarterly basis an accounting of Resident's Security Deposit and Personal Funds accounts, which will include the date and amount of each withdrawal or deposit, and balance at each transaction. Amsterdam will make these records available to Resident, Resident Representative and/or Sponsor upon written request.

### 3. Resident Valuables:

a) Amsterdam recommends that Resident's valuable items be retained under a family member's care. However, should the Resident wish to retain these items at the Amsterdam, Amsterdam will maintain a safe for the deposit of such property. Resident will be given a written receipt for any

items deposited in the safe, and will have access to the items in the safe during business hours.

- b) Amsterdam will also provide each Resident with a locked space within Resident's room.

**E. BED RESERVATION AND THERAPEUTIC LEAVE POLICY:**

- 1. Amsterdam will reserve Resident's bed during a hospitalization or therapeutic leave in accordance with its Bed Retention Policy and as set forth by the Medicaid guidelines, a copy of such policy will be provided at the time of each hospitalization or therapeutic leave to the Resident, Resident Representative, and/or Sponsor. Resident agrees to abide by the Bed Retention Policy and to act in a manner consistent with such policy.

*Please Note: Section 1 of this policy does not pertain to Resident's that have an executed Lifecare Residency Agreement with The Amsterdam at Harborside.*

- 2. Therapeutic Leave

- a) In addition to foregoing provisions in Section E, Resident, Resident Representative and/or Sponsor agree to provide Amsterdam with a minimum of three (3) days prior written notice for all requested therapeutic leaves. This notice must be given to the admissions or social work staff and include the name and telephone number of the individual who will be responsible for accompanying Resident from Amsterdam. Therapeutic leave will only be allowed if the Resident's plan of care provides for such leave. Resident agrees that he or she will act in a manner consistent with this provision.
- b) Resident, Resident Representative and/or Sponsor agree that Amsterdam will not be in any way responsible for Resident's health, safety or well-being while Resident is off Amsterdam's premises on therapeutic leave.

- 3. Hold Harmless: During any leave of absence or "out on pass" absence from the Facility for any reason, the Resident shall be solely responsible and hereby releases and holds harmless Facility, its directors, officers, employees and/or agents from and against any and all responsibility or liability (including attorneys' fees and expenses) relating to the welfare of the Resident, for injury, death or damage or loss of any personal property removed from the Facility by the Resident, Resident Representative, Sponsor, family member or friend of the Resident, or any other person or party authorized by the Resident, Resident Representative and/or Sponsor to remove such property.

**F. TRANSFER, TERMINATION AND DISCHARGE**

1. No Life Care: Resident, Resident Representative and/or Sponsor acknowledge that this Agreement does not mean that Amsterdam will provide care for the duration of Resident's life, and that Resident does not have a guaranteed minimum or maximum length of stay. This provision does not apply to current residents of the Amsterdam who have executed the CCRC Agreement.
  - a) Basis for Transfer or Discharge of Resident: Resident may be transferred or discharged when the Interdisciplinary Care Team in consultation with Resident, Resident Representative and or Sponsor, determines that: General Bases for Transfer or Discharge:
    - (i) the transfer or discharge is necessary for Resident's welfare and Resident's needs cannot be met after reasonable attempts at accommodation by Amsterdam;
    - (ii) Resident's health has improved sufficiently so Resident no longer needs the services provided by Amsterdam;
    - (iii) the health or safety of individuals at Amsterdam would otherwise be endangered due to the clinical or behavioral status of the Resident;
    - (iv) for medical necessity, treatment at an acute care setting is required;  
or
    - (v) made in compliance with your request.
  - b) Discharge or Transfer for Nonpayment of Amounts Due: To the extent authorized by law, Amsterdam can also discharge or transfer Resident when Resident, Resident Representative and/or Sponsor has failed, after reasonable and appropriate notice to pay for (or to have paid for under Medicare, Medicaid or third party insurance) charges incurred during Resident's stay. Amsterdam will only seek to transfer or discharge Resident for nonpayment if there is no dispute over any charges, if no appeal of a denial of benefits is pending, or if funds for payment are actually available and Resident refuses to cooperate with Amsterdam to obtain the funds.
  - c) Discontinuance of Operations: Resident may be transferred or discharged if Amsterdam discontinues operation and has received approval of its plan of closure.

2. Appeal Rights: The Resident will be informed of his or her due process rights in the event that the Facility initiates a transfer or discharge under Section F (2) above and Resident may appeal the Facility's determination in accordance with applicable regulations. The Facility may not transfer or discharge Resident while an appeal is pending, unless the failure of the Facility to discharge or transfer the Resident would endanger the health or safety of the Resident or other individuals in the Facility.
  
3. Notice of Transfer or Discharge: Consistent with federal and state regulations, Amsterdam will furnish Resident, Resident Representative and/or Sponsor with thirty (30) days written notice of discharge or transfer. Notwithstanding the foregoing, notice will be provided to the Resident, Resident Representative and/or Sponsor as soon as practicable before transfer or discharge when (i) the safety or health of individuals in the Facility would otherwise be endangered, (ii) the Resident's health has improved sufficiently to allow a more immediate transfer or discharge, (iii) an immediate transfer or discharge is required by the Resident's urgent medical needs, or (iv) the Resident has not resided in the facility for thirty (30) days.
  
4. Cooperation with Discharge Planning: Resident, Resident Representative and/or Sponsor agree to cooperate fully with Amsterdam staff in connection with any discharge planning process, including, but not limited to, providing any information and signing all documents that may be necessary to arrange for discharge or transfer, and, if appropriate, providing a suitable environment for Resident's care after discharge from Amsterdam.
  
5. Resident's Post-transfer or Discharge Responsibilities:
  - a) In the event Resident should expire, is hospitalized without Bed Hold, or is otherwise discharged from the Facility, the Resident, Resident Representative and/or Sponsor shall remove Resident's stored personal belongings within thirty (30) days. After thirty (30) days, these personal belongings will be considered unclaimed, not the responsibility of the Facility and discarded.
  
  - b) Resident, Resident Representative and/or Sponsor agree that Resident's obligation to pay all amounts due Amsterdam, and to cooperate in efforts to obtain Medicaid, Medicare or other third-party payor benefits, will continue to exist after this Agreement terminates and/or Resident leaves Amsterdam.
  
  - c) In the event Resident should expire while at Amsterdam, Resident, Resident Representative and/or Sponsor agree that Resident's estate will assume all responsibility for funeral arrangements and the costs associated with such arrangements. Amsterdam will help in carrying out all requested arrangements of which it has been made aware. In the absence of a duly authorized person to carry out Resident's burial wishes, Amsterdam will notify the Public Administrator.

**G. RULES, REGULATIONS AND OTHER PROVISIONS OF THIS AGREEMENT**

1. Except as noted below, this Agreement and all attachments, as well as the annexed Resident's rights and Amsterdam's rules and regulations, contain the entire understanding between Resident and Amsterdam with respect to the Resident's admission in the skilled nursing unit at Amsterdam's Isaac H. Tuttle Center. Notwithstanding the foregoing, if Resident has entered into the CCRC Agreement with Amsterdam, nothing herein shall be deemed to amend or terminate the CCRC Agreement and this Agreement shall be supplemental to, and the provisions hereunder shall not supersede, the CCRC Agreement. The CCRC Agreement shall remain in effect until terminated as provided for in the CCRC Agreement.
2. The Resident, Resident Representative and/or Sponsor agree to comply with Amsterdam's policies, rules and regulations, which may be modified from time to time. Notably, Amsterdam has a Private Duty Companion policy (the "Companion Policy"), which is attached to this agreement and required to be signed prior to admission. Resident, Resident Representative and/or Sponsor agree to assist the Amsterdam with the enforcement of the Companion Policy at all times while the Resident's companion is at the Facility.
3. Subject to Section H (4), Amsterdam provides confidential treatment of the personal and medical records of all Residents. Amsterdam may refuse the release of such records to any person outside Amsterdam, except in the case of Resident's transfer to another institution, and except as may be required by law or as permitted by law.
4. Except for changes to the Basic Rate, list of Basic Services, charges for the services and items not included in the Basic Rate, list of services or items not included in the Basic Rate, and changes necessary to comply with federal or state laws and regulations, this Agreement cannot be modified orally and any changes must be in writing, signed by the parties to the Agreement.
5. This Agreement shall be binding on the parties, their heirs, executors, administrators, distributees, successors and assignees.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to conflict of law provisions. Any and all actions arising out of or related to this Agreement, including all actions for personal injury or negligence, shall be brought in, and the parties agree to exclusive jurisdiction of, the New York State Supreme Court located in Nassau County, New York.
7. Resident acknowledges that room assignments are subject to change to meet Residents' needs. Notification of room transfers will be made as soon as practicable. Notification of room and roommate changes will be provided to the Resident in accordance with federal and state regulations.

**H. ADMISSION, CONSENT, AUTHORIZATION AND REGULATION**

1. Admission Consent to Routine Medical/Dental Treatment: Resident, Resident Representative and/or Sponsor consent to such care and treatment as may be provided to the Resident by the Facility and/or ancillary providers in accordance with the Resident's plan of care, including but not limited to, medical/dental treatment which includes eye, ear, nose and throat exam, and gynecologic exam. Routine dental and podiatric care to is provided at Amsterdam by the Resident's primary care doctor or whomever he/she may designate such as a geriatric nurse practitioner, nursing or consultant staff.
2. Alcohol Consumption Regulations: Resident understands that drinking alcoholic beverages will be allowed only in moderation and with the approval of the Attending Physician at Amsterdam. Resident understands that consumption of alcohol without a physician's order and in an inappropriate manner, such as in resident rooms, is prohibited. If such alcoholic beverages are found in a resident room, it will be confiscated. Failure to comply with Amsterdam's Alcohol Consumption Regulations could result in the voluntary or involuntary discharge of the Resident from Amsterdam and begin the process of seeking alternative living arrangements.
3. Smoking Regulations: Resident understands that Amsterdam is a smoke free environment, and that smoking in Amsterdam, including resident rooms and bathrooms is strictly prohibited. Smoking at Amsterdam is a danger to the welfare and safety of all Amsterdam residents and staff. Failure to comply with the Amsterdam Smoking regulations will result in the voluntary or involuntary discharge of the resident from the Amsterdam and begin the process of seeking alternative living arrangements.
4. Personal Photograph Consent: Resident agrees to the use of personal photographs taken for the purposes of identification and Facility use as part of the Amsterdam's responsibility to provide for the care and protection of Residents.
5. Security Cameras: The Facility may determine to install security cameras throughout the Facility. In the event that security cameras are installed, they will not be used in areas where there is an expectation of privacy, such as restrooms or patient care areas, unless, in the Facility's sole discretion, there is reason to believe that unlawful, dangerous, or harmful conduct or activities may be occurring in such areas.
6. Camera Use Throughout the Facility: Taking pictures and videos of other residents and/or staff may violate their privacy rights and may subject you to legal action, including but not limited to, civil and monetary damages. Accordingly, taking pictures and/or video at the Facility, by or on behalf of the Resident, Resident Representative, or Sponsor, or by any family members or other visitors, is strictly prohibited and constitutes a breach of this Agreement.

7. Authorization to Search Resident's Room: By execution of this Agreement, the Resident, Resident Representative and/or Sponsor hereby authorize the Facility to search the Resident's room when, in the Facility's sole discretion, there is reason to believe that there may be materials in the room that may cause harm to the Resident or anyone else in the Facility and to confiscate such materials.
8. Authorization to Obtain Records, Statements and Documents: By execution of this Agreement, the Resident, Resident Representative and/or Sponsor authorizes the Facility to obtain from financial institutions, including, but not limited to, banks, insurance companies, broker and credit units and government agencies, such as the Social Security Administration and Department of Social Services, records, statements, correspondence and other documents pertaining to the Resident for the purposes of, including but not limited to, securing payment to the Facility.
9. Assignment of Benefits and Authorization to Pursue Third-Party Payments: By execution of this Agreement, the Resident, Resident Representative and/or Sponsor hereby assign to the Facility any and all applicable insurance benefits and other third-party payment sources to the extent required by the Facility to secure reimbursement for the care provided to the Resident. The Resident, Resident Representative and/or Sponsor authorize the Facility to seek and obtain all information and documentation necessary for the processing of any third-party claim(s).

## **I. TRUTH OF STATEMENTS**

Resident, Resident Representative and/or Sponsor guarantee to Amsterdam that all statements and financial information provided to Amsterdam are true and accurate. Resident, Resident Representative and/or Sponsor acknowledge that Amsterdam relies on the information provided by them. Resident, Resident Representative and/or Sponsor agree to pay promptly (in accordance with the terms of this Agreement) all of Amsterdam's damages including, but not limited to, all charges, expenses, court costs, and attorney's fees and expenses, incurred by or on behalf of Amsterdam, directly or indirectly resulting from any inaccuracy or misrepresentation of information provided to Amsterdam, or from failure to abide by any promise or guarantee in this Agreement. No other language in this Agreement may be construed to impair the guarantee or promise to pay damages contained in this paragraph.

## **J. RESIDENT REPRESENTATIVE DOCUMENTATION**

Resident Representative agrees to obtain and provide Amsterdam with formal documentation confirming authorization to act on behalf of Resident with respect to financial and/or personal matters. Resident Representative will obtain formal court appointment as a guardian, or power-of-attorney to act on Resident's behalf, or any other formal designation determined to be necessary by Amsterdam. Upon receipt and verification of such documentation, Amsterdam will give to the Resident Representative all notification of information which is required to be given to Resident by applicable laws or regulations subject to applicable limitations based on confidentiality.

**K. ACKNOWLEDGMENT**

1. Resident Rules and Regulations: Resident, Resident Representative and/or Sponsor acknowledge that he/she has been fully informed, has received in writing (in a method of communication he/she understands) a copy of Resident's rights, and a Statement of Amsterdam's rules and regulations governing Resident's conduct and responsibilities, and agrees to abide by the provisions of the Resident's rights and Amsterdam's rules and regulations.
2. Admission Agreement: Resident, Resident Representative and/or Sponsor also acknowledges that he/she has read and understands this Agreement, has had an opportunity to have his/her questions answered and has received a copy as well.

**L. NON-DISCRIMINATION**

IN ACCORDANCE WITH STATE AND FEDERAL LAW, INCLUDING THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, AND THE RELATIONS OF THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ISSUED PURSUANT TO THE ACTS, TITLE 45 CODE OF FEDERAL REGULATIONS PART 80, 84, 85 AND 91, NO PERSON SHALL, ON GROUNDS OF RACE, COLOR, CREED, NATIONAL ORIGIN, SEX OR SEXUAL ORIENTATION, RELIGION OR DISABILITY, AGE, MARITAL STATUS, BLINDNESS, DIAGNOSIS, SEVERITY OF CONDITION, SOURCE OF PAYMENT OR SPONSORSHIP, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE OTHERWISE SUBJECTED TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY PROVIDED BY THE FACILITY, INCLUDING BUT NOT LIMITED TO, THE ADMISSION, CARE AND RETENTION OF RESIDENTS.

**M. RELATIONSHIP BETWEEN PARTIES**

Execution of this Agreement is not intended, nor shall it be deemed, to create a landlord-tenant relationship between the Facility and the Resident.

**N. COUNTERPARTS**

For the convenience of the parties hereto, this Agreement may be executed in counterparts and all such counterparts shall together constitute the same Agreement.

**O. SECTION HEADINGS**

The section headings used herein are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

THE UNDERSIGNED HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS AS SET FORTH HEREIN, AND IN ALL ADDENDA TO THIS AGREEMENT.

ACCEPTED AND AGREED:

Date	Signature of RESIDENT	Print Name
------	-----------------------	------------

Date	Signature of WITNESS	Print Name
------	----------------------	------------

\*If Resident is unable to sign due to physical limitations, Resident should affix an “X” in the presence of a witness.

Date	Signature of RESIDENT REPRESENTATIVE	Print Name
------	---	------------

Date	Signature of SPONSOR	Print Name
------	----------------------	------------

Amsterdam House Continuing Care Retirement Community, Inc.  
 d/b/a The Amsterdam at Harborside

Date	MICHAEL TARTAGLIA HEALTH CARE ADMINISTRATOR
------	--