

CATHOLIC HEALTH CARE SYSTEM
SKILLED NURSING HOME
ADMISSION AGREEMENT

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ADMISSION AGREEMENT

I. INTRODUCTION

This is an Agreement between **Kateri Residence** (“the Home”), and

(Resident)

and/or

(Designated Representative)¹

The Home

- Operates in association with the Archdiocese of New York. It is dedicated to compassionate and skillful care of individuals consistent with the moral teachings and principles of the Roman Catholic Church described in the United States Conference of Catholic Bishops’ Ethical and Religious Directives for Catholic Health Care Services.
- Is committed to individualizing plans of care and to encouraging the use of documents like the health care proxy that give residents the opportunity to have their wishes and values guide treatment decisions if they are not able to decide for themselves sometime in the future. Throughout the Resident’s stay at the Home, physicians and other health care professionals are available to talk with the Resident or a person he or she designates about treatment choices and planning.
- Is committed to protecting the rights of residents.
- Respects its residents’ privacy, and honors federal and state laws that protect the privacy of health information that could reveal the Resident’s identity.
- Does not discriminate in admission or retention or care of its residents because of race, creed, color, national origin, sex, disability, blindness, age, source or payment, marital status or sexual preference.

¹ While he or she has no obligation to use his/her own financial resources to pay for the Resident’s care, the Designated Representative is responsible for helping the Resident to meet his or her financial obligations under this Agreement. (See Section III.F. of this Agreement.)

II. SERVICES PROVIDED BY THE HOME

A. SERVICES PROVIDED UNDER THE DAILY BASIC RATE

The following services are provided under the daily basic rate:

1. Room and Lodging in a non-private room, including therapeutic or modified diets prescribed by a physician. (Special meals, including Kosher food, will be provided through prepackaged meal units, including utensils, upon the request of the Resident or Designated Representative if the Resident as a matter of religious belief, wishes to follow Jewish dietary laws or other religiously mandated diets.);
2. Twenty-four (24) hour per day nursing care;
3. Linens and bedding;
4. Hospital gowns and regular non-dry cleaning laundry services for these and other launderable personal clothing items;
5. General household medicine cabinet supplies, including, but not limited to, non-prescription medications, material for routine skin care, oral hygiene, care of hair, and so forth, except for specific items that are medically indicated and needed for exceptional use;
6. Assistance and/or supervision when required with activities of daily living, including, but not limited to, toileting, bathing, feeding and ambulation assistance;
7. Services of members of the Home staff performing their daily assigned resident care duties;
8. The use of customarily stocked equipment, including, but not limited to, crutches, walkers, wheelchairs, or other supportive equipment, and training in their use when necessary, unless such item is prescribed by a physician for regular and sole use by a specific resident;
9. The use of all equipment, medical supplies and modalities kept on hand at the Home, even if the Resident needs an unusually high quantity, such as catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads, and so forth;
10. An activities program, including, but not limited to, a planned schedule for recreational, motivational, social and other activities together with the necessary materials and supplies to make the Resident's life more meaningful;
11. Social work services, as needed;
12. Arrangements for other services as required for the health, safety, proper care and treatment of the Resident; and

13. Dental Services, as administered by or under either the personal or general supervision of a licensed and currently registered dentist.

B. PRESCRIPTION MEDICATIONS AND MEDICARE PART D BENEFIT

Charges for drugs prescribed by a physician are not included in the daily basic rate. To the extent that prescription drug charges are not covered by Medicaid, Medicare or other third party payor, they must be paid by the Resident.

If the Resident is a Medicare beneficiary, he or she may enroll in a Prescription Drug Plan (“drug plan”) under Medicare Part D. The Home can assist the Resident or the Resident’s legally authorized representative (the person chosen by the Resident to make these decisions for them or chosen for the Resident if he or she is unable to choose someone) to select a drug plan that best meets his or her needs, including comparing the drug plans for drug coverage and administrative features.

The Resident or Designated Representative must provide the Home with any mail from Medicare concerning the Resident’s Medicare Part D drug benefit.

C. PHYSICIAN AND ANCILLARY SERVICES

The Home will arrange for (1) physicians, nurse practitioners, and/or physician assistants credentialed by the Home to provide care to the Resident, (2) another physician to visit the Resident if the Resident’s physician is late or fails to visit the Resident when medically necessary, and (3) ancillary services to be available to the Resident when prescribed by a physician. Physician services are not included in the Home’s daily basic rate. The Resident should inquire upon admission about whether physician services are otherwise covered by Medicaid, Medicare, or other insurance.

The Home will arrange for a physician to visit the Resident at least once every sixty (60) days, 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.

The Resident may seek a second opinion if he or she disagrees with the diagnosis or treatment being provided, and may call in a specialist selected by the Resident or Designated Representative for medical consultation with the approval of the Medical Director.

Charges for physician visits and physician-ordered ancillary services are not included in the daily basic rate. Charges may be billed by the Home or directly by the provider of the service. The Resident is not obligated to pay for services paid for by Medicaid, Medicare (or other third party payor) except for deductibles and co-payments. Medicaid-eligible residents’ physician visits are normally covered by Medicaid.

A listing of charges for ancillary services and prescription drugs which are provided by the Home but which are not included in the daily basic rate is available to the Resident at the office of the Home's administrator.

The following ancillary services are normally covered by Medicare or Medicaid:

1. Restorative Physical Therapy;
2. Restorative Audiology Services;
3. Restorative Occupational Therapy;
4. Speech Therapy;
5. Podiatry Services;
6. Psychiatric or Psychological Treatment;
7. Optometric Services;
8. Laboratory Services;
9. Radiology Services;
10. Electrocardiography Services;
11. Oxygen Therapy; and
12. Dental Services.

D. TRANSPORTATION SERVICES

Medicare will usually cover ambulance services that are medically necessary while Medicaid will usually cover ambulette services. In addition, some (although not many) managed care plans and third party insurance policies may provide coverage for certain transportation costs. The Resident will be responsible for payment of transportation costs that are not covered by Medicare, Medicaid or insurance carrier.

E. OUTSIDE SERVICES

If the Resident desires to engage the services of an outside dentist, physician or other consultant, and the use of that consultant was not ordered by a Home physician, the Resident is responsible for all costs associated with those services, including professional fees to the extent those fees are not covered by Medicaid, Medicare or an insurance carrier.

F. EYEGASSES, HEARING AIDS AND PROSTHETIC DEVICES

Eyeglasses, hearing aides, dental prostheses and other prosthetic devices are made available by the Home but are not covered under the daily basic rate. To the extent that they are not paid for by Medicaid, Medicare or insurance carrier, they must be paid for or charged against the Resident's account when the cost is incurred.

G. PERSONAL ITEMS

Certain items and services, such as those listed below, are not covered under the daily basic rate nor are they normally paid for by Medicaid, Medicare or insurance carriers. Such items are made available by the Home but must be paid for or charged against the Resident's account when the cost is incurred.

Barber/Beauty Parlor

- (a) Private telephone in room including installation, maintenance and fees
- (b) Private TV in room including installation, maintenance and monthly cable fees
- (c) Newspapers
- (d) Shoes (non-prescription) and clothing
- (e) Dry cleaning
- (f) Special transportation for personal use
- (g) Non-routine personal hygiene items and services
- (h) Companion

III. THE RESIDENT'S AGREEMENT TO PAY FOR SERVICES

A. RESIDENT'S DIRECTION TO HIS/HER AGENTS

The Resident hereby directs the Designated Representative to ensure that all payment obligations under this Agreement are met from the Resident's assets and to cooperate in obtaining Medicaid coverage if necessary to meet the Resident's obligations under this Agreement.

B. THE RESIDENT'S OBLIGATIONS

The Resident agrees to pay for, or arrange to have paid for by Medicaid, Medicare or other insurers, all services provided by the Home under this Agreement as follows:

1. Medicare or Medicaid Coverage.

If the Resident qualifies for Medicaid or Medicare coverage, the Home agrees to accept the payment from these programs, plus any related coinsurance, deductible and Medicaid surplus amounts owed by the Resident, as payment in full for the items and services covered by Medicaid or Medicare. Residents are responsible for payment of services not covered by Medicare or Medicaid. **Residents eligible for Medicaid are also required to pay over their net available monthly income as detailed in Section E.3 below.**

2. Private Pay Status.

If the Resident does not qualify for Medicaid or Medicare coverage, the Resident agrees to pay the Home (i) the daily basic rate attached on Appendix A; and (ii) charges for items and services not covered under the daily basic rate (including prescription drugs and other ancillary services). The total of the charges set forth in Subsections III.B.2 (1) and (2) are hereinafter referred to as the "Private Pay Rate". The Resident agrees to pay the Private Pay Rate to the Home after other coverage has been applied or exhausted until the month in which the Resident's Medicaid eligibility covers such charges. The Private Pay Rate is payable monthly in advance. **All Residents on Private Pay Status shall also pay any New York State Assessment billed by the Home.**

If the Home increases its daily basic rate, it will give the Resident or the Designated Representative thirty (30) days notice.

C. THIRD PARTY AGREEMENTS

1. Managed Care Agreement.

Notwithstanding anything in this Agreement to the contrary but subject to Section III.C.3 below, during such time as (i) a written agreement (the "Provider Agreement") is in effect between the Home and a managed care company (the "Managed Care Company") for the reimbursement to the Home for certain services ("Covered Services") to enrolled members of the Managed Care Company's plan; and (ii) the Resident continues as an enrolled Member of the Managed Care Company's plan, the Resident will not be responsible to the Home for the payment of any Covered Services. **The Resident will remain liable for services for which the Home is not entitled to reimbursement under the Provider Agreement, including deductibles, co-payments, co-insurance and/or payment for non-Covered Services.**

2. Insurance Company Agreement.

Notwithstanding anything in this Agreement to the contrary but subject to Section III.C.3 below, the Resident will not be responsible to the Home for the payment of any services provided by the Home (the "Specified Services") to the extent the Specified Services are subject to reimbursement by the Resident's insurance company pursuant to a written agreement (the "Insurance Agreement") between the Home and the Insurance Company. **The Resident will remain liable for payment for all services for which the Home is not entitled to reimbursement under the Insurance Agreement, including deductibles, co-payments, co-insurance and/or payment for non-Specified Services.**

3. Requirement to Provide Information.

If the Resident does not timely provide the information required for the Home to obtain pre-certification of the Resident's admission to the Home from a Managed Care Company or an Insurance Company, the Resident will be responsible for all charges owed pursuant to Section III.B.2 above to the extent the Home is not reimbursed by the Managed Care Company or Insurance Company due to the Home's inability to obtain the Resident's pre-certification for coverage.

If discharge from the Home is appropriate according to Medicare, Medicaid, or an insurer's guideline, the Resident is responsible for payment of the daily basic rate and all services provided as of the date Medicare, Medicaid, or insurance payments cease.

It is understood that the Resident may be discharged for non-payment of sums due under this Agreement.

D. SECURITY DEPOSIT

If the Resident is not qualified for Medicare Part A, Medicaid, managed care, or insurance coverage on admission, the Resident agrees to prepay an amount for basic services which shall equal three (3) months' payment at the daily basic rate. One (1) month of this payment will be applied to the Resident's first month's charges and two (2) months will be held as security for payment of any financial obligation of the Resident under this Agreement. This security deposit will be kept in an interest-bearing account.

Upon the Resident's discharge, the prepaid amount will be applied to pay for any outstanding bills owed to the Home. If the Resident leaves the Home for reasons beyond the Resident's control, any unused portion of the prepayment will be refunded promptly to the Resident, the Designated Representative, or to the person or probate jurisdiction administering the Resident's estate.

If the Resident qualified for Medicare Part A, managed care or insurance benefits and these benefits become exhausted and the Resident is unable to supply satisfactory evidence of entitlement to Medicaid benefits, the Resident agrees to prepay an amount equal to one (1) month's payment at the daily basic rate as security for payment of any financial obligation of the Resident under this Agreement.

E. PAYMENT OBLIGATIONS FOR POTENTIAL MEDICAID RESIDENTS

1. To Assure Third Party Payment

The Home cannot bill Medicaid for services until the Resident's private insurance benefits and Medicare benefits have been exhausted. The Resident and Designated Representative agree prior to admission to provide information pertaining to all potential third-party payors, and agree either to (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 a claim promptly.

2. Monitoring of Assets and Duty to Arrange for Timely Medicaid Application

To ensure that the Home continues to receive payment for the Resident's stay, the Resident and Designated Representative agree to:

- arrange for timely Medicaid coverage in the event the Resident becomes eligible for Medicaid;
- monitor the Resident's resources and make timely applications to Medicaid (and/or other payors) and for Medicaid recertification, as is necessary, including providing complete information and documentation to the appropriate County Department of Social Services within the required time frame;
- disclose to government entities and Home all assets having value, including but not limited to, bank accounts, property, real estate, investments, etc.

The Resident will inform the Home at least ninety (90) days prior to the Resident's exhaustion of the Resident's assets or Managed Care or Insurance Company benefits. However, if the Resident's Managed Care or Insurance Company benefits are terminated due to a change in the Resident's condition, the Resident will inform the Home within three (3) days of the termination of benefits.

3. To Pay Over Monthly Income Payment Under Medicaid

The Resident and Designated Representative understand that if Resident receives monthly income (i.e. retirement benefits, Social Security, Railroad Retirement, interest income, etc.), and also qualifies for Medicaid, the County Department of Social Services

will require most of the Net Available Monthly Income (“NAMI”) to be paid to the Home as part of the Medicaid rate. In that event, the Resident and Designated Representative guarantee that the NAMI will be delivered to the Home on or before the last day of the month in which payment is due or that it will be sent directly to the Home from the income payor. If the Resident’s liquid assets are exhausted or unavailable prior to a determination of Medicaid coverage, the Resident agrees to pay his/her monthly income to the Home as partial payment for the Private Pay Rate.

4. To Release Medicaid Information To The Home

Upon application to the Home, the Resident and Designated Representative are required to provide complete and full disclosure of the Resident’s financial resources to the Home in the Admission Agreement and any other document provided to the Home. Failure to provide such disclosure shall be deemed a breach of this Agreement. The Resident and Designated Representative agree to disclose all monthly income and gifts made from the Resident’s and/or Resident’s spouse’s assets within the amount of time prior to the date of admission specified in the Medicaid law and regulations promulgated thereunder.

F. THE DESIGNATED REPRESENTATIVE’S OBLIGATIONS TO THE HOME

1. Payment Obligation.

In consideration of the fact that the Designated Representative wishes to facilitate the Resident’s admission to the Home, the Designated Representative personally and independently guarantees continuity of payment to the Home from the Resident’s funds for the cost of the Resident’s care to the extent the Designated Representative has control over the Resident’s assets. Unless the Designated Representative is otherwise obligated by law to pay for the Resident’s care, as the Resident’s spouse may be, the Designated Representative is not required to use his/her personal resources to pay for such care.

2. Medicaid Obligations.

Because payment obligations under this Agreement include the duty to arrange for timely and continued Medicaid coverage in the event the Resident cannot or otherwise fails to satisfy the obligations under this Agreement, the Designated Representative agrees to be personally responsible for the following:

(a) Timely Medicaid Application. The Designated Representative personally agrees to cooperate in assuring timely Medicaid coverage:

- (1) by filing the Resident’s Medicaid application sufficiently in advance of the exhaustion of the Resident’s funds to ensure uninterrupted payments to the Home; and
- (2) by providing complete information and documentation to the County Department of Social Services within the time frame or a negotiated extension of the time frame requested for such application.

- (b) Monthly Income of Medicaid-Covered Residents. If the Resident's Medicaid application is pending and the Resident's assets are depleted or not currently available, the Designated Representative agrees to cause the Resident's monthly income to be paid to the Home as partial payment for the daily basic rate owed. Once Medicaid eligibility is established, the Designated Representative agrees to cause the Resident's Net Available Monthly Income (as determined by the County Department of Social Services) to be either paid to or deposited directly with the Home.
- (c) Annual Medicaid Recertification. If the Resident becomes Medicaid eligible, the Designated Representative personally agrees to ensure the Resident's timely annual Medicaid recertification by providing information regarding the Resident's assets to the County Department of Social Services within the time frame of its request.

3. Powers of Attorney.

The Resident and the Designated Representative agree to provide the Home with copies of all Powers of Attorney, Guardianship Orders or other documentation authorizing an agent to act for or on behalf of the Resident.

4. Transfers By The Patient/Resident.

The Resident and the Designated Representative understand that the Resident's ability to qualify for Medicaid coverage could be impaired by certain transfers of assets by the Resident. They further understand that the purchase by the Resident or his or her spouse of an annuity contract, life estate interest in a home, loan, promissory note or mortgage will be considered a transfer under certain circumstances for Medicaid eligibility purposes. The Resident and the Designated Representative warrant and represent the following:

- (a) Except as set forth below, they do not have any knowledge of transfers by the Resident or his or her spouse within the last five (5) years (i) of assets for less than their fair value or (ii) to a trust of which the Resident is a beneficiary.

- (b) Except as set forth below, they do not have any knowledge of the purchase by the Resident or his or her spouse of an annuity contract, life estate interest in a home, loan, promissory note or mortgage within the last five (5) years.

G. PRIVATE/ISOLATION ROOMS

The Home will place the Resident in a private room when it is medically necessary. If the Resident is admitted to the Home and placed in a private/isolation room due to medical necessity or because a semi-private room is unavailable, he or she may be reassigned to a semi-private room when a private/room is no longer medically necessary or if other Residents have a more acute need for a private room. The Home cannot guarantee that the Resident can be placed or remain in a private room

H. SPECIALTY UNITS

In the event the Resident is admitted to a Specialty Unit, including a subacute medical and rehabilitation program, and he or she no longer needs the specialized level of care or the Resident is admitted for a long term stay after he or she completes a course of rehabilitation, the Resident agrees to accept transfer to an appropriate room on a long term unit as soon as a bed becomes available. The Resident also understands that he or she may have to change rooms during his or her stay if required to ensure that persons of the same gender share a room or to meet the medical needs of the Resident or those of another resident. All other Home policies referred to within this Agreement also apply to the Specialty Units

I. RESIDENT'S PERSONAL ACCOUNTS

Personal funds may be deposited in the Resident's personal account in the Business Office to cover incidental expenses. The Home will deposit amounts over \$50.00 in an interest-bearing bank account. Account records and quarterly statements will be available upon request and quarterly statements will be provided to Resident or Designated Representative.

IV. OTHER CHARGES

A. LATE CHARGES

The Home reserves the right to compute a late charge in the event the Resident pays late. A fee computed at ten percent (10%) per year of said amount or the maximum amount allowed by law, whichever is less, may be assessed on all accounts overdue more than sixty (60) days.

B. COLLECTION COSTS, INTEREST, AND ATTORNEY FEES

In case of nonpayment of any sum due under the terms of this Agreement, or breach of any term of this Agreement, the Resident and Designated Representative agree to pay interest as set forth above, and reasonable collection fees, including but not limited to attorney's fees and other costs incurred by the Home in enforcing the terms of this Agreement.

C. DAMAGES

If the Designated Representative breaches his/her personal obligations to the Home, and fails to pay amounts owed by the Resident under this Agreement (including the Private Pay Rate, the Net Available Monthly Income, or the deductibles and co-insurance) from the Resident's funds to which he/she has access, and/or if the Resident's Medicaid eligibility is delayed or denied due to the Designated Representative's failure to make timely or complete Medicaid application or recertification as set forth above, the Designated Representative agrees to pay damages caused by such failure, including interest on late payments in accordance with Section IV.A above and reasonable attorney's fees and expenses.

V. RESIDENT'S PERSONAL PROPERTY

The Home can only guard against the loss of valuable items (such as jewelry or money) if they are deposited with the Home for safekeeping, in which case the Home will give the Resident a receipt. The Resident is encouraged to keep valuables under lock when not in use. The Home will not be liable for the loss of such valuable items if the Resident refused to keep valuables with the management for safekeeping. The Resident and Designated Representative agree to provide notice to the Home as soon as practicable regarding any suspected loss of personal property.

The Resident and Designated Representative agree to arrange for the disposition of the Resident's property upon discharge. The Resident and Designated Representative authorize the Home to dispose of property left more than seven (7) days after discharge.

VI. OBLIGATION TO ABIDE BY HOME RULES AND REGULATIONS

The Resident and the Designated Representative agree to abide by the Home's Rules and Regulations, and to respect the personal rights and private property of all residents and staff. The Resident has a right to have visitors. All such visitors must respect the rules, policies and procedures of the Home. The Resident and Designated Representative recognize that if any visitors disrupt the care of the Resident, the care of other residents, or the Home's operations, such visiting rights may be restricted or curtailed.

VII. GENERAL PROVISIONS

A. WHO IS COVERED BY THE AGREEMENT

In addition to the parties signing this Agreement, the Agreement shall be binding on the Resident's heirs, executors, administrators, distributors, successors, and assigns of said parties.

B. MODIFICATIONS TO BE IN WRITING

This Agreement may not be amended or modified except in writing, signed by Home and the Resident and/or the Undersigned, except with respect to increases in charges as set forth in this Agreement and modifications required by changes in the law. Modifications to this Agreement necessitated by changes in statutory or regulatory requirements or their interpretations are deemed to become part of this Agreement.

C. WAIVER OF RIGHTS UNDER THIS AGREEMENT

The failure of any party to enforce any term of this Agreement or the waiver by any party of any breach of this Agreement will not prevent the subsequent enforcement of such term, and no party will be deemed to have waived the right to subsequent enforcement of this Agreement.

D. SEVERABILITY OF CERTAIN PROVISIONS

If any provisions in this Agreement is determined to be illegal or unenforceable, then such provision will be deemed amended so as to render it legal and enforceable and to give effect to the intent of the provision; however, if any provision cannot be amended, it shall be deemed from this Agreement without affecting or impairing any other part of this Agreement.

E. ENTIRE AGREEMENT

This Agreement with all Addenda (which are hereby incorporated herein) constitutes the entire agreement between the parties with respect to the Resident's admission to the Home and is intended to be an integration of all prior and contemporaneous agreements, conditions or undertakings between the parties on this subject.

F. GOVERNING LAW/SUBMISSION TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Any action arising out of or related to this Agreement shall be brought in, and the parties agree to jurisdiction of, the Supreme Court located in New York County, State of New York. If the matter is brought in Federal Court, the parties hereby agree to the laying of venue in the Southern District of New York.

VIII. TRUTHFULNESS OF INFORMATION PROVIDED TO HOME

The Resident and the Designated Representative each jointly and separately guarantee the truthfulness of all information they each provide to the Home (including information relating to the financial resources of the Resident and transfers by the Resident). By signing this Agreement, they each acknowledge that the Home relies on such information, and they agree to pay on demand all damages that result, either directly or indirectly, from giving false or incomplete information to the Home, including reasonable attorney's fees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

WE, THE UNDERSIGNED, HAVE READ, BEEN ADVISED OF, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

In addition, we, the Resident and the Designated Representative, have received copies of the following:

- physician's name, address and telephone number
- Bed retention policy

Initials of Resident
or Designated Representative

ACCEPTED:

DATE

SIGNATURE OR MARK OF RESIDENT
[If guardian or healthcare surrogate signs, Home should "x" to acknowledge receipt of legal documents granting someone else authority to act for the resident.]

DATE

SIGNATURE OF DESIGNATED REPRESENTATIVE

DATE

KATERI RESIDENCE REPRESENTATIVE

[Signatures should be witnessed]