Guthrie Cortland Nursing and Rehabilitation Center
134 Homer Avenue, Cortland, NY 13045
607-756-3900

ADMISSION AGREEMENT

Made on this date _____ between GUTHRIE CORTLAND NURSING AND REHABILITATION CENTER hereinafter referred to as the FACILITY and _____ (Resident Name) hereinafter referred to as the RESIDENT and _____ (Resident Representative (if applicable).

1. The FACILITY accepts the above-named RESIDENT for admission subject to the terms and conditions stated herein.
2. The FACILITY will provide in the daily rate as specified (see Statement of Charges) the following:
    a. board, including therapeutic or modified diets, as prescribed by a physician
    b. lodging, a clean, healthful sheltered environment, properly outfitted;
    c. around-the-clock, 24 hours per day nursing care;
    d. 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 syringes and needles, irrigation outfits, dressings and pads, and so forth;
    e. fresh bed linen, as required, changed at least twice weekly, including sufficient quantities of necessary bed linen or appropriate substitutes, changed as often as required for incontinent RESIDENTS;
    f. hospital gowns or pajamas as required by the clinical condition of the RESIDENT, unless the RESIDENT, next of kin, or sponsor elects to furnish them, and laundry services for these and other launderables;
    g. basic personal laundry services;
    h. general household medicine cabinet supplies, including but not limited to nonprescription medication, materials for routine skin care, oral hygiene, care of hair, and so forth, except when specific items are medically indicated and prescribed for exceptional use for a specific RESIDENT;
    i. assist and/or supervision, when required, with activities of daily living including but not limited to toileting, bathing, feeding and ambulation assistance;
    j. services, in the daily performance of their assigned duties, by members of the nursing home staff concerned with RESIDENT care;
    k. use of customarily stocked equipment, including but not limited to 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 a specified RESIDENT;
    l. activities program, including but not limited to a planned schedule of recreational motivational, social and other activities, together with the necessary materials and supplies to make the RESIDENTS's life more meaningful;
    m. medically related social services as needed;

n. the service of holding monies in a trust in accordance with provisions of the New York State Health Code;
o. dental services as prescribed by a physician, administered by a dentist/dental hygienist.

3. The following services, when prescribed by the resident's attending physician, will be billed to the resident and/or Resident Representative or Medicare as appropriate
    a. speech pathology services, as prescribed by a physician, administered by a qualified speech pathologist
    b. audiology services, as prescribed by a physician, administered by a qualified audiologist, exclusive of hearing aid replacement
    c. respiratory therapy, laboratory tests, radiology tests/exams, cardiology and other acute care services
    d. physical therapy as prescribed by a physician, administered by or under the direct supervision of a licensed and currently registered physical therapist
    e. occupational therapy as prescribed by a physician, administered by or under the supervision of a qualified therapist on a fee-for-service basis;
    f. prescription drugs.

4. The FACILITY will make no arrangements for prepayment for basic services exceeding one (1) months and will:
    a. assess no additional charges, expense, or other financial liabilities in excess of the daily, weekly or monthly basic rate included in the Admission Agreement <u>except</u> upon expressed written approval and authority of the RESIDENT, resident representative or sponsor; or
    b. upon expressed written orders of the RESIDENT's personal, alternate or staff physician, stipulating specific services and supplies not included in the Admission Agreement.

        NOTE: In the event of a health emergency situation, all supplies, equipment and materials utilized by the RESIDENT under a physician's authorization will be charged to the RESIDENT;

    c. notify by a thirty (30) days' written notice to the RESIDENT and/or his/her resident representative additional charges, expenses or other financial liabilities to be paid due to the increased cost of maintenance and/or operation of the FACILITY, and upon request of the RESIDENT and/or his/her resident representative provide financial and statistical supportive evidence sufficient to reflect such change in economic status
    d. obey all pertinent state and local laws which prohibit discrimination against individuals entitled to Medicaid benefits;
    e. require an individual who has legal access to a resident's income or resources available to pay for facility care, to sign a contract, without incurring personal financial liability, to provide the facility payment from the resident's income or resources;
    f. within thirty (30) days, refund promptly any amount of proportion of prepayment in excess of the amount of proportion thereof obligated for services already furnished in the event the RESIDENT leaves the FACILITY prior to the end of the prepayment period for reasons beyond the control of the RESIDENT or resident representative.
    g. maintain a written record of all financial arrangements with the RESIDENT and/or his/her resident representative, including any authorization for the FACILITY to hold the RESIDENT's personal funds in trust (pursuant to the applicable provisions of the New York State Health Code), with copies executed by and furnished to each party;

h. THE FACILITY WILL PROVIDE ASSISTANCE TO THE RESIDENT AND/OR RESIDENT REPRESENTATIVE IN ALL EFFORTS TO LOCATE SUITABLE HEALTH CARE FACILITIES OR FIND APPROPRIATE SERVICES FOR THE RESIDENT IF REMOVAL IS MEDICALLY NECESSARY AND WILL PROVIDE THE SAME ASSISTANCE FOR A PLANNED DISCHARGE OF A RESIDENT.

5. **THE FACILITY WILL NOT**
    a. request and/or accept any remuneration, tip, or gratuity in any form from a resident and/or resident representative for any services provided or arranged or for denial of services by the FACILITY other than specified fees originally paid for care, excluding donations, gifts and legacies given in behalf of the FACILITY as allowed under New York State Rules and Regulations;
    b. accept any remuneration, rebate, gift, benefit or advantage of any form from any vendor or other supplier because of the purchase, rental or loan of equipment, supplies or services for the FACILITY or RESIDENT, excluding normal business practices;
    c. enter into any contract or agreement with the RESIDENT and/or resident representative for life care of the RESIDENT;
    d. pay any commission, bonus, rebate or gratuity to any organization, agency, physician, employee or other person for referral of any RESIDENT to the FACILITY;
    e. accept any responsibility for RESIDENT's money or valuables unless deposited for safety with Administration;
    f. require a third-party guarantee of payment to the facility as a condition of admission or expedited admission or continued stay in the FACILITY;
    g. charge, solicit, accept or receive, in addition to any amount otherwise required to be paid by third-party payors, any gift, money, donation or other consideration as a precondition of admission, expedited admission or continued stay in the FACILITY;
    h. require residents or potential residents to waive their rights to Medicare or Medicaid benefits;
    i. require oral or written assurance that RESIDENTS or potential RESIDENTS are not eligible for, or will not apply for, Medicare or Medicaid benefits.

6. The FACILITY shall apply the following restrictions to the admission and retention of RESIDENTS as per New York State requirements:
    a. RESIDENTS under sixteen (16) years of age shall be admitted only to an area approved for such occupancy by the Department of Health and separate and apart from adult RESIDENTS;
    b. prenatal, intrapartum or postpartum, and maternity RESIDENT shall not be admitted;
    c. a RESIDENT who manifests behavioral or emotional disorders indicating that he/she is a danger to self or others, or whose behavior interferes with the adequate care or comfort of other RESIDENTS shall not be admitted or retained unless the FACILITY has the capacity of meeting the assessed needs of the RESIDENT, as determined by the FACILITY staff including the medical director/nursing director and primary physician;
    d. a RESIDENT suffering from a communicable disease shall not be admitted or retained unless a physician certifies in writing that transmissibility is negligible, and poses no danger to other RESIDENTS, and the FACILITY is staffed and equipped to manage such cases without endangering the health of other RESIDENTS; and
    e. RESIDENTS identified and assessed shall not be barred from admission or retention solely on the basis that they are participating in or being maintained on an alcohol or substance abuse treatment program.

The FACILITY shall accept and retain only those RESIDENTS for whom it can provide adequate care and shall not discriminate because of his/her race, creed, color, sex, national origin, age, sexual orientation, sponsor, handicap or source of payment. In compliance with New York State and Federal laws, which prohibit discrimination based on his/her race, creed, sex, color, national origin, age, sexual orientation, sponsor, handicap or source of payment all services referred to in this Agreement shall be provided on a non-discriminating basis.

ITEMS AND SERVICES THAT WILL BE CHARGED TO RESIDENT'S FUNDS

7. Listed below are general categories and examples of items and services that the FACILITY may charge to the resident if they are requested by a resident and payment is not made by Medicare or Medicaid:
    a. Personal comfort items including notions and novelties and confections;
    b. Cosmetic and grooming items and services, in excess of those for which payment is made under Medicaid or Medicare
    c. Personal clothing, dry cleaning
    d. Personal reading matter
    e. Gifts purchased on behalf of a resident
    f. Flowers and plants
    g. Social events and entertainment outside the scope of the activities program
    h. Noncovered special care services such as privately hired nurses and aides consistent with Medicare and Medicaid rules and regulations for residents who are beneficiaries of these programs; and
    i. Specifically prepared or alternative food requested instead of the food generally prepared by the facility, except that food provided under Department of Health regulations shall not be charged to resident's funds.

REQUESTS FOR ITEMS AND SERVICES

8. The facility shall not charge a resident or his/her resident representative for any item or service not requested by the resident or the resident representative.
9. The facility shall not require a resident or his/her resident representative to request any item of service as a condition of admission or continued stay.
10. The facility shall inform the resident or his/her resident 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 the charge will be.

RESIDENT/RESIDENT REPRESENTATIVE RESPONSIBILITIES

11. The RESIDENT and/or Resident Representative agrees to the following:
    a. The resident agrees to pay the daily rate, weekly rate or monthly rate set forth on the annexed Statement of Charges and any ancillary service charges for all services not covered under Medicare, Medicaid, or other third party insurance directly to the FACILITY. The payment is due upon receipt of the billing statement from the FACILITY each month. The Resident Representative, if any, agrees to pay the FACILITY the applicable rate set forth on the Statement of Charges for all services rendered to the Resident and any ancillary service charges incurred by the RESIDENT from the income and/or resources of the RESIDENT to the extent that the Resident Representative has access thereto. The Resident Representative is not personally liable to pay for such services from his/her personal income or assets.
    b. The RESIDENT and/or resident representative shall agree to and pay for, from the resident's income or resources, a physician's visit at least once every thirty (30) days for the RESIDENT's first ninety (90) days and once every sixty (60) days minimally or more often when medically

indicated or specifically the number of days as approved by the FACILITY as a schedule of visits for physicians to RESIDENTS.

c. The RESIDENT and/or resident representative shall agree that if the RESIDENT's personal or alternate physician is not available, the FACILITY shall be authorized to have the Medical Director arrange for another physician to visit the RESIDENT as necessary for scheduled visits, or immediately when required by the RESIDENT's medical condition. When the RESIDENT's physician has been delinquent in examining the RESIDENT, the FACILITY shall be authorized to have the Medical Director arrange for another physician to visit the RESIDENT within forty-eight (48) hours of the date the visit was due or immediately when required by the RESIDENT's medical condition.
d. The RESIDENT's resident representative will provide clothing and other personal items for the maintenance of the RESIDENT.
e. In the event the Resident Representative does not provide clothing for the RESIDENT, the FACILITY will request authorization to purchase items necessary (as documented by receipts) from the RESIDENT's monthly allowance or personal funds on deposit for such use in the FACILITY, as per Agreements signed regarding "RESIDENT Personal Fund Management". (RESIDENT and/or resident representative signature required to permit such expenditures).
f. The RESIDENT's or resident representative's consent is required to photograph the RESIDENT except for medical purposes. All such photographs will become part of the RESIDENT's confidential medical record. A physician may authorize a full-face picture for identification purposes.
g. The RESIDENT and/or resident representative authorizes and directs the FACILITY to forward copies of all medical records and corresponding documents to all duly authorized government agencies, health care providers and/or representative upon receipt by said FACULTY upon appropriate request.
h. The RESIDENT releases the FACILITY of any and all responsibilities for the RESIDENT's welfare during his/her authorized absence from the physical premises of the FACILITY.
i. The RESIDENT and/or resident representative is required to notify the FACILITY of any and all funeral/burial arrangements so that the FACILITY can comply with all arrangements in the event that the need arises. Families and/or RESIDENTS are encouraged to discuss arrangements desired with the Social Services department of the FACILITY so that appropriate notations can be incorporated into the RESIDENT's clinical record.
j. The RESIDENT accepts responsibility for all charges incurred and payments thereof. Should the account be referred to an attorney or collection, the RESIDENT and/or resident representative agrees to pay reasonable attorney's fees and collection expenses. The FACILITY will transfer/discharge the resident when the resident has failed after reasonable and appropriate notice to pay for (or have paid under Medicare, Medicaid, or third-party insurance) to stay at the facility. For a resident who becomes eligible for Medicaid after admission to this FACILITY, the FACILITY will charge a resident only allowable charges under Medicaid. Such transfer/discharge shall be permissible only if a charge is not in dispute, no appeal of a denial of benefits is pending or funds for payment are actually available and the resident refuses to cooperate with the FACILITY in obtaining the funds.
k. The resident and/or resident representative agrees to notify the facility and Department of Social Services immediately if there is any change in the resource of income level of the resident. It is not uncommon for the Department of Social Services to make retroactive decisions relative to the amount of money to be contributed by the resident and/or resident representative to the facility toward the cost of care. Any such retroactive adjustment is due to

be paid to the facility as soon as the Department of Social Services has notified the resident or resident representative or FACILITY.

12. The management of this nursing facility has agreed to exercise such reasonable care toward this RESIDENT as his/her known condition may require, however, is in no sense an insure of his/her safety or welfare and assumes no liability for such.
13. This agreement may be terminated if RESIDENT is discharged for medical reasons or for non-payment for his/her stay (except as prohibited by sources of third-party payment), and is given reasonable advance notice to ensure orderly transfer or discharge, and such actions are documented in his/her medical record.
14. The nursing facility will not retain a RESIDENT who manifests behavioral or emotional disorders indicating that he/she is a danger to self or others, or whose behavior interferes with the adequate care of comfort of other residents if in the opinion of the nursing facility, it cannot meet the assessed needs of the RESIDENT.
15. This agreement contains the entire agreement between the parties hereto and may not be amended or modified except in writing signed by the parties hereto.
16. The failure of either party to require the performance of any term of this agreement or the waiver by either party to any breach under this agreement shall not prevent a subsequent enforcement of such terms, and may not be deemed waiver of a subsequent breach.
17. In the event any of the provisions of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
18. The nursing facility relinquishes all responsibility for all lost or broken personal possessions (i.e medicine cabinet items, clothes, furniture, glasses, dentures, leisure aides, money, jewelry, valuables, toiletries, etc.) that are maintained by the RESIDENT. Money, jewelry, and other valuables may be deposited in the facilities' safe.
19. Clothing and personal effects will be held in storage for a period not to exceed thirty (30) days following the discharge of a resident. If such clothing and personal effects are not claimed within this period, those items will be considered abandoned property and disposed of at the discretion of the nursing facility.
20. The nursing facility is not responsible for the RESIDENT should he/she leave the FACILITY for any reason with family, friends, etc.
21. At the request of RESIDENT or resident representative, the FACILITY will hold and therefore reserve the resident's bed upon his/her transfer to acute care, other long term care provider or such as other healthcare provider as the resident may be transferred to and receive care from. Upon similar request, the FACILITY will also hold the bed for the resident should they leave the facility for such other leaves as therapeutic, social, etc. The charge for holding the bed will be at the same rate as if the resident was occupying the bed. Should the bed not be held for any such absence, the FACULTY reserves the right to admit another resident to that bed and the resident not holding the bed will be discharged from the care of the FACILITY.

STATEMENT OF CHARGES

Charges

PAYOR STATUS:		**DAILY RATE**
PRIVATE	( )	2026 Private Room: $655.57
	( )	2026 Semi-Private Room: $655.57
MEDICARE	( )	_____
MEDICAID	( )	_____
OTHER	( )	_____

The resident and/or resident representative in consideration of service rendered or to be rendered to the aforesaid resident by the facility, hereby guarantee payment of any and all charges incurred by the resident, unless said services are currently approved for third party payment (i.e. Medicaid or Medicare). It is understood that all bills are due and payable upon presentation. The resident representative agrees to pay any and all charges incurred by the resident that are not paid by Medicare, Medicaid, or their third-party insurance, from the income and resources of the resident to the extent the resident representative has access thereto.

_____ _____

RESIDENT'S NAME (print) DATE

_____ _____

RESIDENT SIGNATURE/RESIDENT REPRESENTATIVE DATE

_____ _____

NAME AND TITLE (for Guthrie Cortland Medical Center) DATE

7/2026