WYOMING COUNTY NURSING FACILITY
400 North Main Street
Warsaw, NY 14569

ADMISSION AGREEMENT

Agreement entered on _____, 20__ between Wyoming County Nursing Facility (also referred to as the "Facility") and:

_____
(Resident)

and _____
(Responsible Party)

THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

1.0 NON-DISCRIMINATION

THE FACILITY DOES NOT DISCRIMINATE BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEXUAL PREFERENCE, GENDER, BLINDNESS, DISABILITY, AND SPONSORSHIP IN ADMISSION, SOURCE OF PAYMENT, AGE, OR AS OTHERWISE PROHIBITED BY LAW WITH RESPECT TO THE ADMISSION, RETENTION AND CARE OF RESIDENT.

BILL OF RIGHTS FOR LGBTQ RESIDENTS & PEOPLE LIVING WITH HIV IN NURSING HOMES

THE WYOMING COUNTY SKILLED NURSING FACILITY DOES NOT DISCRIMINATE AND DOES NOT PERMIT DISCRIMINATION, INCLUDING, BUT NOT LIMITED TO, BULLYING, ABUSE, HARASSMENT, OR DIFFERENTIAL TREATMENT ON THE BASIS OF ACTUAL OR PERCEIVED SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, OR HIV STATUS, OR BASED ON ASSOCIATION WITH ANOTHER INDIVIDUAL ON ACCOUNT OF THAT INDIVIDUAL'S ACTUAL OR PERCEIVED SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, OR HIV STATUS. YOU MAY FILE A COMPLAINT WITH THE OFFICE OF THE NEW YORK STATE LONG-TERM CARE OMBUDSMAN PROGRAM IF YOU BELIEVE THAT YOU HAVE EXPERIENCED THIS KIND OF DISCRIMINATION.

OFFICE OF THE LONG-TERM CARE OMBUDSMAN

OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN, 2 EMPIRE STATE PLAZA, ALBANY, NY 12223
1 (855)-LTCOPNY
1 (855) 582-6769

www.ltcombudsman.ny.gov

2.0 SERVICES PROVIDED BY THE FACILITY:

2.1 Post-Acute Care

Resident will receive post-acute care services at the Facility, which are more intensive than long-term care level services and involve a clinical course and treatment plan for a limited time period, for a specific medical condition, until the condition is stabilized or a predetermined treatment course is completed.

Residents admitted for post-acute care services are admitted with the expectation that, unless continued placement in the Facility is medically appropriate, they will be discharged once post-acute services are no longer required. It is the mutual objective of the Residents and the Facility that the Resident returns to his/her home or a less restrictive setting, if appropriate. The Resident and his/her Responsible Party agree to facilitate discharge as soon as medically appropriate, and hereby represent and agree that they will work with the Facility staff to secure appropriate and timely discharge.
NOTE: Residents admitted for post-acute care are responsible for any charges that may accrue after termination of their third-party coverage if they remain in the Facility for any reason.

In the event Resident is admitted for post-acute services and thereafter requires long term care placement due to his/her health condition, an intra-facility room change or transfer to a more appropriate setting may be necessary.
Any such room change shall be carried out in accordance with applicable law and the Facility's policies and procedures. Residents admitted for long term care will be required to execute Addendum I attached to this Agreement.

2.2 Services Included Under The Daily Basic Rate

The following services are provided by the Facility under the daily basic rate:

a. Lodging in a non-private room;
b. Board (including artificial hydration and nutrition not covered under insurance carrier).
c. Twenty-four (24) hour per day nursing care
d. Fresh bed linens as required;
e. Hospital gowns as required and laundry services for washable personal clothing items; not responsible for items which require dry cleaning or special care.
f. General household medicine cabinet supplies, including non-prescription medications, material for routine skin care, oral hygiene, care of hair, except for specific items that are medically indicated and needed for exceptional use for a specific Resident.
g. Assistance and/or supervision when required with activities of daily living.
h. Services of members of the Facility staff performing their daily assigned Resident care duties;
i. The use of customarily stocked equipment, such as crutches, walkers, wheelchairs, or other support equipment, and training in their use when necessary, unless such item is prescribed by a physician for the regular and sole use by a specific Resident;
j. The use of all equipment, medical supplies and modalities usually used in the everyday care of the Resident, including catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads;
k. An Activities Program, including a planned schedule for recreational, motivational, social and other activities, together with the necessary materials and supplies;

l. Social Services as needed, and;
m. Physical, occupational and speech therapies, provided in accordance with a maintenance program (but not such therapies provided in accordance with a restorative program.

2.3 Physician and Ancillary Services

Charges for physician visits and physician-ordered ancillary services are not included in the daily basic rate. Charges may be billed by the Facility 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 Resident physician services are normally covered by Medicaid.

A listing of charges for ancillary services and prescription drugs which are provided by the Facility but which are not included in the daily basic rate is available to the Resident at the office of the Wyoming County Nursing Facility

The Facility will arrange for physician visits as authorized under this Agreement and for ancillary services to be available to the Resident when prescribed by a physician. These services will be administered or supervised by practitioners affiliated with and/or approved by the Facility who meet the applicable New York licensing, registration and certification requirements.

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

1. Restorative Physical Therapy
2. Restorative Audiology Services
3. Restorative Occupational Therapy
4. Restorative 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
12. Dental Service

2.4 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.

2.5 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 Facility 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 and accompanying Facility personnel when the Resident requires supervision when going off-site. The Resident agrees to hold Facility harmless for any and all harm, injury, damage or loss the Resident might incur while away from the Facility unaccompanied by any Facility staff members.

2.6 Prescription Drugs; Medicare Part D

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 insurance carrier, they must be paid by the Resident. A Resident eligible for Medicare Part D coverage agrees to enroll in a Medicare Part D prescription drug plan which has a contract with the Facility's vendor pharmacy at or prior to the date of admission, if eligible at such time or during the month the resident first becomes eligible for Medicare Part D coverage, if such eligibility occurs after the date of admission. All prescription drugs must be administered to the Resident by the Facility, or under the direct supervision of the facility as part of the Resident's restorative program to ensure safe discharge home.

2.7 Eyeglasses, Hearing Aids and Prosthetic Devices.

Eyeglasses, hearing aids, dental prostheses and other prosthetic devices are made available by the Facility 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.

2.8 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 Facility but must be paid for or charged against the Resident's account when the cost is incurred.

a. Barber/Beauty Salon
b. Newspapers
c. Shoes
d. Dry cleaning
e. Special transportation for personal use
f. Non-routine personal hygiene items and services

3.0 THE RESIDENT'S AGREEMENT TO PAY FOR SERVICES

3.1 Resident's Direction to His/her Agents

The Resident hereby directs the Responsible Party, 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 obligation under this Agreement.

3.2 The Resident's Obligations

Subject to Section 2.3 below, the Resident agrees to pay for, or arrange to have paid for by Medicaid, Medicare or other insurers, all services provided by the Facility under this Agreement as follows:

3.2.1 Medicare or Medicaid Coverage

If the Resident qualifies for Medicaid and Medicare coverage, the Facility 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. Resident is responsible for payment of services not covered by Medicaid or Medicare. **Resident eligible for Medicaid are also required to pay over their net available monthly income as detailed in Section 3.3.5 (c) below.**

3.2.2 Private Pay Status

If the Resident does not qualify for Medicaid or Medicare coverage, the Resident agrees to pay the Facility:

a. The daily basic rate of $435 for a Semi-Private Room and $445 for Private (as may be increased on thirty (30) days written notice to the Resident or the Responsible Party); and

b. Items and services not covered under the daily basic rate pursuant to Section 2.1 above (including prescription drugs and other ancillary services) (the total of the charges set forth in Subsection 3.2.2 (a) and (b) referred to as the "Private Pay Rate") The Resident agrees to pay the Private Pay Rate to the Facility 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 payable for a month shall be paid in full by the First (1st) day of that month. In addition, a Resident paying the Private Pay Rate is responsible for paying the amount of the New York State Assessment levied on the Resident's payments to the Facility, including the base assessment, as may be adjusted, and any additional temporary assessments imposed. (As of September 1, 2014, the current combined assessment rate is 6.8 %.)

3.3 Third Party Agreements

3.3.1 Managed Care Agreement

Notwithstanding anything in this Agreement to the contrary but subject to Section 3.3.3 below**,** during such time as:

(a) a written agreement (the "Provider Agreement") is in effect between the Facility and a managed care company (the "Managed Care Company") for the reimbursement to the Facility for certain services ("Covered Services") to enrolled members of the Managed Care Company's plan; and

(b) The Resident continues as an enrolled Member of the Managed Care Company's Plan, the Resident will not be responsible to the Facility for the payment of any Covered Services covered under the Provider Agreement. **The Resident will remain liable for services for which the Facility is not entitled to reimbursement under the Provider Agreement, including deductibles, co-payments, co-insurance and/or payment for Non-Covered Services.**

3.3.2 Insurance Company Agreement

Notwithstanding anything in this Agreement to the contrary but subject to Section 3.3.3 below, the Resident will not be responsible to the Facility for the payment of any services provided by the Facility (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 Facility and the Insurance Company. **The Resident will remain liable for payment for all services for which the Facility is not entitled to reimbursement under the Insurance Agreement, including deductibles, co-payments, co-insurance and/or payment for Non-Specified Services**.

3.3.3 Requirement to Provide Information

If the Resident does not timely provide the information required for the Facility to obtain pre-certification of the Resident's admission to the Facility from a Managed Care Company or an Insurance Company, the Resident will be responsible for all charges owed pursuant to Section 3.2 above to the extent the Facility is not reimbursed by the Managed Care Company or Insurance Company due to the Facility's inability to obtain the Resident's Pre-certification for coverage.

3.3.4 Other Insurance Arrangements

To the extent that there is no written agreement between an insurance carrier and the Facility applicable to the Resident's charges under this Agreement, the Resident shall have the sole responsibility to collect or apply for any insurance benefits the Resident may be entitled to, including long-term care insurance. The Facility assume no responsibility to apply for or collect such insurance benefits.

3.4 Security Deposit

3.4.1 <u>In General</u>

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 thirty (30) days' payment at the daily basic rate. Prepayment will be placed in a non-interest bearing account (the "Prepayment Account") and any interest earned shall be credited to Resident's Prepayment Account. The Prepayment Account must be maintained at all times at an amount equal to at least thirty (30) days at the Facility's room and board rate, and is not to be used for Residents current care (except as otherwise provided herein) If the Resident is transferred to a more expensive room, or if the Facility's daily room and board rate increases, the Facility will notify Resident and/or the Responsible Party within thirty (30) days, and additional funds will be required to increase the prepayment to reflect the increased rate. If the Resident is spending down assets to the Medicaid limit, monies in the Prepayment Account will be applied toward current care and will be used to calculate the date when Medicaid coverage begins. Upon termination of Resident's stay at the Facility or eligibility for Medicare Part A, Medicaid, managed care or insurance coverage, any outstanding bills shall be paid from the monies in the Prepayment Account. The remainder of the Prepayment Account will be refunded to the source of payment within 30 days.

3.4.2 Exhaustion of Medicare Benefits

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.

3.5 Payment Obligations Under Medicaid and Other Third-Party Payors

3.5.1 Obligations to Assure Third Party Payment

The Resident agrees to provide information pertaining to all potential third-party payors, and either agrees to provide proof that a claim for coverage has been made or to provide the Facility with necessary information for the Facility to submit the claim.

3.5.2 Duty to Arrange for Timely Medicaid Application

The Resident agrees to monitor his/her resources to assure uninterrupted payment to the Facility by making timely application to Medicaid (and/or other payors) as is necessary. The Resident will inform the Facility within three (3) days of the termination of Managed Care or Insurance Company benefits.

3.5.3 Monthly Income Payments Under Medicaid

The Resident understands that if he/she receives monthly income and also qualifies for Medicaid, the County Department of Social Services will require most of such income referred to as Net Available Monthly Income (NAMI) to be paid to the Facility. In that event, the Resident guarantees that such income will be delivered to the Facility on or before the 7th of each month or that it will be sent directly to the Facility 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 Facility as partial payment for the Private Pay Rate.

3.5.4 Semi-Private Room

Medicaid covers the costs of a semi-private room. If the Resident has occupied a private room, the Resident understands and agrees that when he/she no longer pays the Private Pay Rate, when the Facility otherwise has need for the room, or when Medicaid coverage begins, he/she will move to a semi-private room.

4.0 THE RESPONSIBLE PARTY'S OBLIGATIONS TO THE FACILITY

4.1 Acknowledgement of Consideration

The Responsible Party desires to facilitate the Resident Admission to the Facility and acknowledges that the Facility has agreed to enter into this Agreement and admit the Resident to the Facility in consideration of the Responsible Party's obligations to the Facility under this Agreement.

4.2 Payment Obligation from Resident/Funds

The Responsible Party personally and independently guarantees continuity of payment to the Facility from the Resident's funds for the cost of the Resident's care to the extent the

Responsible Party has control over the Resident assets. **Unless the Responsible Party is otherwise obligated by law to pay for the Resident's care, as the Resident's spouse may be, the Responsible Party is not required to use his/her personal resources to pay for such care.**

4.3 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 Responsible Party agrees to be personally responsible for the following:

a. Timely Medicaid Application
The Responsible Party personally agrees to cooperate in assuring timely Medicaid coverage (including to cover co-payment amounts owed under the Resident's Medicare 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 Facility; 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 of such application.

b. Monthly Income of Medicaid-Covered Resident
If the Resident's Medicaid application is pending and the Resident assets are depleted or not currently available, the Responsible Party agrees to cause the Resident to pay the monthly Medicaid Resident budgeted amount for non-chronic care.

4.4 Reliance on Spouse's Credit

It is acknowledged that, to the extent that the Resident is married, the Facility is relying upon both the Resident and the Resident's spouse's credit for any charges incurred by the Resident.

4.5 Powers of Attorney

The Resident and the Responsible Party agree to provide the Facility with copies of all Powers of Attorney, Guardianship Orders, Health Care Proxies or other documentation authorizing an agent to act for on behalf of the Resident.

4.6 Transfers By the Resident

The Resident and the Responsible Party 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 Responsible Party warrant and represent the following:

a. Except as set forth below, they do not have any knowledge of transfers by the Resident or his/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 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.

_____
_____

5.0 TRUTHFULNESS OF INFORMATION PROVIDED

The Resident and the Responsible Party each jointly and separately guarantee the truthfulness of all information they each provide to the Facility (including information relating to the financial resources of the Resident and transfers by the Resident.) By signing this Agreement, the Resident and the Responsible Party acknowledge that the Facility relies on such information, and they agree to pay on demand all damages directly or indirectly resulting from their misrepresentation of information provided to the Facility, including reasonable attorney's fee

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6.0 LATE PAYMENTS AND NON-PAYMENT

6.1 Late Charges

In the event of late payment of any sums due from the Resident or Responsible Party under this Agreement, the Facility will be entitled to receive a fee computed at one and one-half percent (1.5%) per month of said amount or the maximum amount allowed by law, whichever is less, on all accounts overdue more than thirty (30) days.

6.2 Discharge

It is understood that the Resident may be discharged for non-payment of sums due under this Agreement or as otherwise permitted under New York State Department of Health Regulations.

6.3 Collection Costs

In case of non-payment of any sum due under the terms of this Agreement, the Resident agrees to pay interest as set forth above and reasonable collections fees, including but not limited to attorney's fees and expenses, incurred by the Facility in enforcing the terms of this Agreement.

6.4 Damages

If the Responsible Party breaches his/her personal obligations to the Facility, 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 Residents funds to which he/she has access, and/or if the Residents Medicaid eligibility is delayed or denied due to the Responsible Party's failure to make timely or complete

Medicaid application or recertification as set forth above, the Responsible Party agrees to pay damages caused by such failure, including interest on late payments in accordance with Section 6.1 above and reasonable attorney's fee and expenses.

7.0 RESIDENT'S PERSONAL PROPERTY

The facility will not be liable for the loss of a Resident's personal property, including hearing aids, dentures, jewelry and money. The Facility can only ensure against the loss of personal items if they are deposited with the management for safekeeping. The Resident will be given a receipt for items held in the safe.

8.0 AUTHORIZATION FOR PHYSICIAN VISITS

The Resident, or the Responsible Party if the Resident lacks capacity to consent, agree that a physician may visit the Resident in the facility at least once every 30 days for the first 90 days after admission, and at least once every 60 days thereafter, or as often as necessary to address the Resident's medical care needs.

9.0 RELOCATION

The Resident may be relocated to another room or unit within the Facility if there is a change in medical condition. The Resident may also be relocated to another room if such a change is required to ensure that persons of the same gender share a room or to accommodate the clinical needs of another Resident.

10. CONSENT TO JURISDICTION AND GOVERNING LAW

Each of the parties to this Agreement irrevocably:

10.1 Submits to the exclusive jurisdiction of the courts of the State of New York in the County of Wyoming and the Federal courts having jurisdiction in the State of New York, County of Wyoming for purposes of any judicial proceedings that may be instituted in connection with any matter arising under or relating to this Agreement of otherwise.

10.2 Waives any objection that such party may have at any time to the laying of venue of any action or proceeding brought in any such court; and

10.3 Waives any claim that such action or proceeding has been brought in an inconvenient forum;

10.4 This Agreement has been made and entered into in the State of New York and shall be governed by and construed and enforced in accordance with the internal substantive laws of the State of New York, without regard to its choice of law provisions.

11. GENERAL PROVISIONS RELATING TO THIS AGREEMENT

11.1 In addition to the parties signing this Agreement, the Agreement shall be binding on the heirs, executors, administrators, distributors, successors, and assigns of the parties. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 3, 4, 5, 6, 7, 11 and any arbitration agreement between the parties pursuant to Section 10 shall survive the termination of this Agreement.

11.2 This Agreement represents the entire agreement among the parties and may not be amended or modified except in writing signed by the Facility and the Resident and/or the Responsible Party, except with respect to increases in charges as set forth in this

Agreement and modifications required by changes in law. Modifications to this Agreement necessitated by changes in statutory or regulatory requirements or their interpretations are deemed to become part of this Agreement.

11.3 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 the party will not be deemed to have waived any subsequent breach of this Agreement.

11.4 If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, in whole or in part, the remainder of this Agreement, or such provision, or the application thereof to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Headings contained in this Agreement have been inserted for reference purposes only, and shall not be construed as part of this Agreement.

The parties to this Agreement 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 Responsible Party, have received copies of the following:

a. The Resident's Statement of Rights
b. Physician's name, address and telephone number
c. New York State Department of Health "hot line" telephone number
d. New York State Office of the Aging Ombudsman Program telephone number
e. Admission Book
f. Information about Medicaid and Medicare eligibility
g. Bed hold retention policy
h. Form indicating right to make Advanced Directives
i. Pain philosophy

ACCEPTED:

RESIDENT:

_____ _____
Signature or Mark Date

RESPONSIBLE PARTY (including with respect to the obligations set forth in Section 4 above):

_____ _____
Signature Date

ACCEPTED:

_____ _____
Facility Representative Date

_____
Title

WYOMING COUNTY NURSING FACILITY
400 North Main Street
Warsaw, NY

ADDENDUM I

LONG TERM CARE ADDENDUM

The parties (the "Parties") to this Long Term Care Addendum (the "Addendum") are also some or all of the parties to the post-acute care admission agreement (the "Admission Agreement") for the Resident designated below at the Nursing Facility operated by Wyoming County Community Hospital/SNF, Warsaw, NY 14569.

As the Resident has changed his/her status from a post-acute care resident to a long-term care resident, the Parties agree that the Admission Agreement shall be revised as follows:

1. The required prepayment amount in section 3.4.1 is 30 days.

2. The last sentence of section 3.5.2 is revised to read as follows:

   The Resident will inform the Facility at least ninety (90) days prior to the Resident's exhaustion of the Resident 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 Facility within three (3) days of the termination of benefits.

3. Section 4.3 (b) is revised to read as follows:

   Monthly Income of Medicaid-Covered Resident. If the Resident's Medicaid application is pending and the Resident's assets are depleted or not currently available, the Responsible Party agrees to cause the Resident's monthly income to be paid to the Facility as partial payment for the daily basic rate owed. Once Medicaid eligibility is established, the Responsible Party 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 Facility.

4. The following new section 4.3(c) is added to the Admission Agreement:

   Annual Medicaid Recertification – If the Resident becomes Medicaid eligible, the Responsible Party 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.

LONG TERM CARE ADDENDUM ACCEPTED:

RESIDENT:

_____ _____
Signature or Mark **Date**

Print Name _____

RESPONSIBLE PARTY

_____ _____
Signature **Date**

Print Name _____

FACILITY

Wyoming County Nursing Facility
400 North Main Street
Warsaw, NY 14569

By: _____ _____
Facility Representative Name **Date**

_____
Title

WYOMING COUNTY NURSING FACILITY
400 North Main Street
Warsaw, NY

ADDENDUM II

AUTHORIZATION FOR ACCESS TO MEDICAID FILE

I hereby authorize Wyoming County Nursing Facility, Warsaw, NY to have full access to the application for Medical Assistance ("Medicaid") filed on behalf of _____ and to the attendant file and recertification file maintained by any government agency in connection with that Medicaid application.

I understand that this Authorization would allow Wyoming County Nursing Facility, Warsaw, NY to receive copies of all correspondence and other documents regarding the application and recertification.

Date:	Signature:
	Printed Name:
	Relationship:
Witness:	

WYOMING COUNTY NURSING FACILITY
400 North Main Street
Warsaw, NY

ADDENDUM III

AUTHORIZATION TO OBTAIN MEDICAID ELIGIBILITY

I hereby authorized Wyoming County Nursing Facility, Warsaw, NY to act in my name, place and stead in connection with the establishment of my initial and continuing eligibility for Medicare and Medicaid benefits, including with respect to filing the appropriate applications for my initial and continuing eligibility, applying for and attending a Fair Hearing, and to secure copies of all applicable banking statements in my name, to secure proof of any income received in my name, to secure confirmation of the face and cash value of any life insurance policy in my name, to secure verification of any third party insurance benefits to which I may be entitled.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party be reason of such third party having relied on the provisions of this instrument.

Date:	Signature:
	Printed Name:
	Relationship:
Witness:	