Disclosure Requirement for NY Residential Health Care Facilities

In an effort to increase awareness among residents and families as to the availability of compliance information maintained by the Department of Health, effective October 1, 2021, residential health care facilities in New York are required to provide potential residents and their families with the following information (This new directive amends Public Health Law §2803):

How to look up complaints, citations, inspections, enforcement actions, and penalties taken against the facility:

Elizabeth Church Manor: https://profiles.health.ny.gov/nursing_home/view/150309

Hilltop Manor West: https://profiles.health.ny.gov/acf/view/1254835

St. Louise Manor: https://profiles.health.ny.gov/acf/view/1255286

Copies of our facility inspections are readily available on each of our units, and you may ask the administrator or nursing supervisor for assistance in locating it. Or, one can request a copy of Nursing Home Surveys by:

Mailing a written request to:

Records Access Office. New York State Department of Health.

Corning Tower, Room 2364. Albany, New York 12237-0044.

E-mailing a written request to: foil@health.ny.gov.

Faxing a written request to: (518) 486-9144.

The web address for the New York State Nursing Home Profiles website maintained by the New York State Department of Health: https://profiles.health.ny.gov/nursing_home/

The web address for the Nursing Home Compare website maintained by the U.S. Department of Health and Human Services
https://profiles.health.ny.gov/nursing_home/pages/about_performance
https://www.medicare.gov/care-compare/

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Name	Street Address		City
Eklego Workforce	110 Marina Drive		Rochester
Kronos (UKG)	900 Chelmsford St.		Lowell
UltiPro (UKG)	2000 Ultimate Way		Weston
Regroup	709 Noe Street		San Francisco
Relias	1010 Sync St.		Morrisville
OmniCor Biomedical Services	2201 Milton Ave		Syracuse
Nursefinders	1701 E. Lamar Blvd	Suite 200	Arlington
Nurse Connection Staffing	1 Computer Drive		Albany
All American Healthcare Services	494 Broad Street		Newark
Evolution Consulting, LLC	2940 University Parkway		Sarasota
Reporters Transcription Center	PO Box 903		Binghamton
Curavi Health, Inc.	2100 Wharton St.	Suite 210	Pittsburgh
Netsmart Technologies Inc.	4950 College Blvd.		Overland Park
Team TSI - Intellilogix	600 college St.		Albertville
OnShift, Inc	1621 Euclind Avenue	Suite 1500	Cleveland
InTouch Health	7402 Hollister Ave		Goleta
Medline Industries Inc.	1 Three Lakes Drive		Northfield
Haun Specialty Gases, Inc.	5921 Court St.		Syracuse
Pharmerica Corp	1901 Campus Place		Louisville
Sea Bay Game Company	71 Rt 35		Laurence Harbor
It's Never to Late (iN2L)	5889 S. Greenwood Plaza Bl	Suite 320	Greenwood Villa
Caleo Consulting	32 Century Drive		Malta
Dentserv	15 Canal Rd		Pelham Manor
MedRehab Post-Acute Collective, LLC	10400 West Higgins Rd	Suite 300	Rosemont
Net Health Services, Inc.	40 24th Street	1st Floor	Pittsburgh
Culligan Water	429 Airport Rd		Endicott
United Medical Associates	20 Mitchell Ave	4th Floor	Binghamton
Air Temp Heating & AC Inc.	1165 Front St.		Binghamton
Union Volunteer Emergency Squad Inc.	8 South Ave B		Endwell
Village of Johnson City	Municipal Building	243 Main St.	Johnson City
Fire Alarm Service Technology, Inc.	958 Pennsylvania Ave.		Elmira
ThyssenKrupp Elevator Corp.	6067 Corporate Dr.		E. Syracuse
Orkin Pest Control	139 Dwight Park Circle		Syracuse
IntegricTec Inc.	5093 N. Leigh Gorgge Rd.		White Haven
Stericycle, Inc.	28161 N. Keith Drive		Lake Forest
Bert Adams Disposal	PO Box 549		Chenango Bridge
Enrich Products	915 Penn ave		Pittsburgh
Stanley Steamer	2325 Owego Rd		Vestal
TruGreen Commercial	629 Dickson St.		Endicott
ABJ Fire Protection Co. Inc.	6500 Venture Gear Dr.		E. Syracuse
Bates Troy Inc.	151 Laurel Ave		Binghamton
Eastern Managed Print Network	111 Grant Ave.		Endicott
ED & ED Business Tech. Inc.	4919 State RT 233		Westmoreland
UHS Occupational Medicine	33 Mitchell Ave		Binghamton

Mail Finance	Dept 3682	PO Box 123682	Dallas
Rogers Trucking Co. Inc.	245 Clinton Street		Binghamton
NMR- Northeast Medical Repairs Inc.	6143 Van Alstine Rd		Camillus
People 2.0 North America	110 Marina Drive		Rochester
Health System Services	6867 Williams Rd		Niagara Falls
M & S Fire Protections LLC	6798 Fly Road		E. Syracuse
Decosse Landscape Services Inc.	73 Vicoria Dr.		Binghamton
Burke Pest Control	585 Conklin Rd		Binghamton
Town of Dickinson	531 Old Front St		Binghamton
Feduke Ford	2200 Vestal Parkway East		Vestal
Perkins-Eastman	115 Fifth Avenue	3rd Fl	New York
Lecesse Construction	15 Circle Street		Rochester
Reese Hackman	2021 Pine Hall Road		State College

State	Zip Code	Service
NY	14626	recruitment
MA	1851	time clock
FL	33326	payroll software
CA	94114	mass notification
NC	27560	education software
NY	13209	medical equipment repair/service
TX	76006-7321	temp agency
NY	12205	temp agency
NJ	07102	temp agency
FL	34243	OIG checks/background checks
NY	13902	medical transcription services
PA	15203	telemedicine - residents
KS	66211	clinical software
AL	35950	resident assessment software
OH	44115	scheduling software
GA	93117	virtual care
IL	60093	Entraflo enteral feeding pump
NY	13206	oxygen- helium rental
KY	40299	pharmacy
NJ	08879	telagenda software -equipment
CO	80111	resdient engagement software
NY	12020	pharmacy consulting
NY	10803	dental services
IL	60018	therapy consulting
PA	15222	therapy software
NY	13760	water cooler rental/spring water
NY	13903	medical director
NY	13905	HVAC services
NY	13760	CPR classes
NY	13790	PILOT (payment in lieu of taxes)
NY	14904	fire monitoring/inspection
NY	13057	elevator maintenance
NY	13209-1005	pest control
PA	18661	cooling tower testing
IL	60045	bio-hazard disposal
NY	13745	waste disposal
PA	15221	cooling tower maintenance
NY	13850	laundry dryer vent cleaning
NY	13760	lawn care
NY	13057-1259	fire system service/testing
NY	13905	linen services
NY	13760	copier maintenance
NY	13490-1309	copier
NY	13904	employee physicals/workers comp

TX	75312-3682	postage machine rental
NY	13905	document shredding
NY	13031	medical equipment repair/service
NY	14626	temp agency
NY	14304-3041	Part B billing
NY	13057	fire inspection
NY	13904-2819	landscaping/snow removal
NY	13903	pest control
NY	13905	PILOT (payment in lieu of taxes)
NY	13850	car extended warranty
NY	10003	Engeneering Services
NY	14607	Construction Management Services
PA	16801	Architectural Services

UMH Ownership Information

UMH Elizabeth Church Manor owned by UMH ECM Corp

Responsible party over all UMH Operations – Brian Picchini, President & CEO

Summary -- this covers all services included e.g. therapy, dining and nutrition, nursing services, and agrees to services and how we will bill their insurance on file while under short term rehab, etc. Covers desingated reps and who we can talk to about their care.

UMH ECM CORP.

NURSING HOME ADMISSION AGREEMENT

UMH ECM CORP. DOES NOT DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, BLINDNESS OR OTHER HANDICAP, NATIONAL ORIGIN, DISABILITY, SEX, AGE, MARITAL STATUS, SEXUAL ORIENTATION, MILITARY STATUS OR SPONSORSHIP IN ACCORDANCE WITH STATE AND FEDERAL LAWS.

This Agreement made effective _____ , 20____ between _____ residing at _____ (the "Resident") and _____ residing at _____ (the "Representative"), and _____, residing at _____ (the "Spouse" or the "Sponsor") and UMH ECM Corp. (hereinafter called the "Owner"), 863 Front Street, Binghamton, New York 13905.

The Owner owns a nursing home facility located at 863 Front Street in the Town of Dickinson, County of Broome and State of New York (hereinafter sometimes called the "Nursing Home"). The Resident desires to become a Resident of the Nursing Home and the Owner desires to admit the Resident to the Nursing Home upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above, and other good and valuable consideration, the Resident, the Representative, the Spouse, the Sponsor and the Owner agree as follows:

1. **AGREEMENT OF ADMISSION**. The Owner agrees to admit the Resident to the Nursing Home upon the terms and conditions set forth in this Agreement and the Resident agrees to become a resident of the Nursing Home upon the terms and conditions set forth in this Agreement.

2. **RESIDENT'S AGENTS AND THEIR DUTIES**.

(A) **THE REPRESENTATIVE**. The Representative is responsible to assist the Resident in fulfilling the Resident's obligations and duties under this Agreement. Unless the Representative is also the Spouse, the Representative is not required to pay for the cost of the Resident's care from the Representative's own funds. The Representative does, however, agree to insure and hereby personally guarantees continuity of payment to the Owner of monies due from the Resident under this Agreement, either from the Resident's own resources and income or by arranging for payment by third-party payors or a combination of both.

(B) **THE SPOUSE OR THE SPONSOR**. The Spouse or the Sponsor, generally the Spouse, is the person who is responsible, along with the Resident, either in whole or in part, to pay for the Resident's cost of care under this Agreement. The Spouse's financial duty hereunder may be limited by the amount of the Spouse's assets as determined by the applicable County Department of Social Services ("DSS") if the Resident becomes certified as eligible for Medicaid benefits.

(C) **A FINANCIAL AGENT**. A Financial Agent is a person who has access to or control over all or a portion of the Resident's resources and income. If a Financial Agent does not sign this Agreement as a Representative, Spouse or Sponsor, (Representative, Spouse and Sponsor are sometimes hereinafter collectively called the "Undersigned Agents"), then a Financial Agent is not primarily responsible to assist the Resident in satisfying his/her obligations under this Agreement.

However, since the cooperation of a Financial Agent other than the Undersigned Agents is often needed, the Owner requires that such other Financial Agent (or Agents) sign **ADDENDUM A** of this Agreement to confirm that such Financial Agent(s) will help the Resident meet his/her obligations to the extent permitted by their access to or control over the Resident's financial information and/or the Resident's resources and income. The Resident and the Undersigned Agents each agree to obtain from the Financial Agent(s) all information regarding Resident's resources and income.

The Resident and the Undersigned Agents each represent that they have provided the Owner with (a) a current, accurate and complete list of the names and addresses of the Resident's Financial Agents, copies of all Powers of Attorney executed by Resident and a copy of any Guardianship Commission; (b) copies of any other documents authorizing any agent to act for the Resident and (c) the names/addresses of all other persons with access to or control over Resident's assets. The Resident and the Undersigned Agents also agree to inform the Owner in writing of any revocations of the current authorizations or future appointments.

(D) **THE DESIGNATED REPRESENTATIVE** (the "designated representative") is the individual or individuals designated in accordance with New York State Department of Health Regulation 10 NYCRR §415(2)(f)(2) (the "Regulation") to: (a) receive any written and oral information required by the Regulation to be provided to the resident if such resident lacks the capacity to understand or make use of such information, and also receive any information required to be provided to both the resident and the designated representative; and (b) participate to the extent authorized by State law in decisions and choices regarding the care, treatment and well-being of the resident if such resident lacks the capacity to make such decisions and choices.

Under the Regulation, the designated representative is not a health care agent as defined in Article 29-C of the Public Health Law. Therefore, the designated representative may be, but is not required to be, the resident's health care agent. The designated representative may also be, but is not required to be, the

Representative, the Spouse or any Financial Agent. The designated representative may be any family member or any other party who has an interest in the well-being of the Resident.

The Regulation requires that the resident name a designated representative if the resident has the capacity to make such designation.

The designated representative is:

Name: _____
Address: _____
Telephone No.: _____(home) _____(work) _____(cellular)

(E) **RESIDENT'S DIRECTION TO THE UNDERSIGNED AGENTS AND FINANCIAL AGENT(S).** The Resident or his or her duly authorized legal representative, hereby directs all of the Undersigned Agents and the Financial Agent(s), including any future agent, to take whatever action is needed to (a) satisfy all of Resident's financial obligations hereunder from Resident's resources and income or from insurance coverage; (b) to cooperate in obtaining Medicare, Medicaid, insurance or other third party benefits, if needed; and (c) to manage Resident's resources and income responsibly to insure continuity of payment from Resident's resources and income or from third-party payors so that Owner is not placed in a position where it does not receive full payment due under this Agreement from the Resident's resources or income, insurance, Medicare, and/or Medicaid.

3. **BASIC SERVICES**. The following services ("Basic Services") shall be provided by Owner as a part of the daily basic rate as hereinafter defined and determined in paragraph 7(A) hereof:

(A) Lodging;

(B) Board [three (3) meals a day including modified diets prescribed by a physician and a kosher diet when a resident, as a matter of religious belief, desires to observe Jewish dietary laws];

(C) Housekeeping services;

(D) Laundered linen and bedding;

(E) Non-dry cleaning laundry for washable personal clothing (does not include ironing);

(F) An activities program, including but not limited to a planned schedule of recreational, motivational, social or other activities, together with necessary materials and supplies to make the Resident's life more meaningful;

(G) General social work services as needed, excluding psychological and psychiatric assessments and services;

(H) Health supervision;

(I) Twenty-four hour per day nursing care;

(J) Initial dental examination, annual dental examination and dental cleaning;

(K) General household medicine cabinet supplies such as non-prescription medications, when not used on a routine basis, and products for routine mouth, skin and hair care. Specific brands are not included and specific items that are medically indicated and prescribed for the Resident's use are not included;

(L) Use of customarily stocked equipment such as crutches, walkers, wheelchairs or other supportive equipment when necessary, except when specific items are prescribed by a physician for regular and exclusive use by the Resident;

(M) 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 items;

(N) Assistance and/or supervision, when required, with the activities of daily living, including but not limited to toileting, bathing, feeding and ambulation assistance;

(O) Services, in the daily performance of their assigned duties, by members of the Nursing Home staff assigned to the Resident's care;

(P) Oxygen when necessary, and equipment for its administration;

(Q) Use of all equipment, medical supplies and modalities, notwithstanding the quantity usually used in the everyday care of nursing home residents, such as catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads;

(R) Notwithstanding anything herein to the contrary, the services set forth in paragraph 3(P) herein shall not be provided without charge to any resident eligible to have such services billed to the Medicare Part B program or other insurance.

(S) Basic cable TV at the Owner's sole option.

4. **SERVICES ARRANGED BY OWNER**. The following services may be arranged by the Owner, but are **not** included in the daily basic rate. The Resident will be responsible to pay for such services. However, the Resident is not obligated to pay for such services as are paid for by Medicaid or by Medicare or other third-party payors, except for deductibles and co-payments. The charges for the following services will be billed to the Resident and such charges will be the normal and customary charges for such services:

(A) All physician visits;

(B) Non-routine dental services, including dentures, crowns, bridge work, capping of teeth or cosmetic dentistry and related maintenance or repair of these non-routine dental items.

(C) Audiology services;

(D) Physical therapy services;

(E) Occupational therapy services;

(F) Speech therapy services;

(G) Optometric services;

(H) Podiatry services;

(I) Psychiatric or Psychological assessments and services;

(J) Laboratory, X-ray, EKG (electrocardiogram) and EEG (electroencephalogram) services, medications, ambulance, hospital, and other services directed, ordered or specified by a physician;

(K) Hairdresser and barber;

(L) Dry cleaning;

(M) Assistance with correspondence or insurance forms;

(N) Guest meal; and

(O) Transportation for the Resident's personal use.

(P) Alternative therapies of massage, acupuncture, acupressure and reflexology.

SERVICES NOT PROVIDED OR ARRANGED. No service shall be provided by Owner and included in the daily basic rate or otherwise provided by Owner and paid for by the Resident unless the same is specifically set forth in this Agreement as included within the daily basic rate or as a service arranged for by Owner but paid for by the Resident. Without limiting the generality of the foregoing sentence, the following services are **neither arranged** for by Owner **nor included** in the daily basic rate:

(A) Hand laundry and/or ironing;

(B) Private television/radios and premium cable services including in-room installation, maintenance/repairs, relocations and monthly cable fees other than basic cable service, TV repairs or repairs to other appliances or equipment owned by the Resident;

(C) Private telephone equipment, installation and service, including relocations;

(D) Storage outside the Resident's room; and

(E) Private duty nurses or aides; and

(F) Postage, copying fees, office services/supplies.

6. **PERSONAL ACCOUNTS**. Petty cash of the Resident may be deposited in the Resident's personal account (interest bearing as required by law for accounts in excess of $50.00) at the Nursing Home (the Resident's "Personal Account") to cover incidental expenses. Refunds for the balance in the Resident's Personal Account, less any amounts owing to Owner will be made after discharge. In the event of the Resident's death, refunds will be made within thirty (30) days to the person administering the Resident's estate. If the applicable County DSS claims monies from a deceased Resident's Personal Account as a partial refund of Medicaid funds paid, Owner is authorized to deliver such monies to the applicable County DSS. The Resident and each of the Undersigned Agents consent to such withdrawals. In addition, the Owner is authorized to pay any funeral home bills presented to Owner out of the Resident's Personal Account prior to refunding any balance to the person administering the Resident's estate.

7. **RESIDENT'S AGREEMENT TO PAY**. The Resident agrees to pay, or to arrange for payment by Medicare, Medicaid or other third-party payors, for all services provided by Owner pursuant to this Agreement. The Resident also agrees to pay any third-party deductible and co-insurance. The Resident further agrees to provide the Owner with all information pertaining to potential third-party payors and to provide the Owner with necessary information and authorization for the Owner to submit claims to Medicare and Medicaid. The Owner will submit claims to Medicare and Medicaid. With respect to third-party insurance coverage, it is the responsibility of the Resident and/or the Undersigned Agents on behalf of the Resident to submit claims to any private, third-party insurance carrier. The Resident shall provide proof to the Owner, if requested, that a claim for such coverage has been made. **The Resident also understands and agrees that the Resident will pay the daily basic rate while a Medicaid application is pending until the effective date of Medicaid eligibility or if the Medicaid application is denied. The Resident and the Undersigned Agents on the Resident's behalf, have the duty to arrange for timely Medicaid coverage, if Medicaid coverage becomes necessary. The Resident and the Undersigned Agents each further agree to the following:**

(A) Specifically, the Resident agrees to pay the daily basic rate of $_____ per day plus the NYS assessment of $_____ (collectively, the "daily basic rate" or the "basic rate"). The daily basic rate is billed between the first and fifth business day of the month for the current month.

(B) The daily basic rate will be modified periodically by Owner, upon approval by Owner's Board of Directors. Owner shall give the Resident at least thirty (30) days prior written notice before any rate modification shall become effective.

(C) The basic services set forth in paragraph 3 above are presently included within the daily basic rate. The Resident understands and agrees that Owner may discontinue any one or more of such services, or begin to assess additional charges for any one or more of such services, provided the same is permitted by applicable law, upon thirty (30) days prior written notice to Resident.

(D) The services set forth in paragraph 4 above are presently arranged by Owner, but **not** included within the daily basic rate. The Resident understands and agrees that Owner may discontinue arrangement of any one or more of such services, provided same is permitted by applicable law, upon written notice to the Resident. The services set forth in paragraph 4 above are billed between the first and fifth business day of each month for the previous month's services. Payment is due upon receipt of bill.

(E) The Resident understands and agrees that Owner may, in the future, provide additional services not presently mentioned in this Agreement and charge fees for such additional services. Owner may discontinue any such services or modify the charges for such services, provided the same is permitted by applicable law, upon written notice to the Resident.

(F) **MONTHLY BILLING STATEMENTS**

A monthly statement will be mailed to the Resident or the Resident's Representative between the first and fifth day of the month reflecting an **advance** billing for the **upcoming** month's basic rate for room, board and basic services and an **actual** billing for the **prior** month's room, board, basic services (if such services remain unpaid from the previous month's billing) and the **prior** month's ancillary services. Payment is due upon receipt of the monthly statement.

(G) **MONTHLY INCOME PAYMENTS DUE UNDER MEDICAID**

(1) If the Resident is certified by the applicable County DSS as eligible for Medicaid reimbursed services, the Resident shall pay only the amount specified by the applicable County DSS. The Resident understands that the applicable County DSS will require that most of the Resident's monthly income (the "Net Available Monthly Income" or "NAMI") must be paid to the Owner as a portion of the Medicaid rate. In such case, the Resident and each of the Undersigned Agents on behalf of Resident, agree that: **(a)** the NAMI will be paid to the Owner by Resident or the Undersigned Agent(s) by the fifteenth day of each month or the NAMI will be sent directly to the Owner from the income payor, and **(b)** the Resident will be responsible for all charges, including the daily basic rate, if the Medicaid claim is rejected for payment and shall also be responsible for all charges upon termination or cessation of Medicaid eligibility at any time, and **(c)** if the NAMI amount is disputed, the disputed portion of the NAMI shall be paid directly

to an agreed-upon escrow agent or to the Court on or before the fifteenth day of each month. That portion of the NAMI which is not disputed shall be paid to the Owner by the fifteenth day of each month. The parties hereto agree that the escrowed funds shall be disbursed in accordance with a final determination of a reviewing administrative body or by the Court.

(2) The Resident and each of the Undersigned Agents hereby agree to apply any and all Social Security benefits and/or payments received by the Resident or to which the Resident is entitled, now or in the future, to the amounts due or payable by the Resident to the Owner pursuant to the terms of this Agreement. The Resident and all of the Undersigned Agents further agree to apply any and all Medicare, Medicaid, VA, public pension and/or private pension benefits and/or payments and/or any and all other benefits and/or payments received by the Resident or to which the Resident is entitled as identified by the applicable county Department of Social Services, now or in the future, to the amounts due or payable by the Resident to the Owner pursuant to the terms of this Agreement. The Resident and all of the Undersigned Agents hereby assign all of such payments and benefits, now or in the future, to Owner and hereby agree that if the Resident and/or any one of the Undersigned Agents do not apply any such payments and/or benefits in accordance with this paragraph, the Owner shall be entitled, in addition to all other legal remedies, to the equitable remedy of specific performance to enforce the agreements of the Resident and all of the Undersigned Agents as set forth in this paragraph.

(H) THIRD PARTY COVERAGE

The Resident and the Undersigned Agents each separately acknowledge that the Owner has relied on the financial and insurance information they submitted to the Owner in connection with the Resident's application for admission to the Nursing Home or provided to Owner subsequent to such admission. Each represent and warrant to the Owner that such information contains no known material omissions, and is true in all material respects.

If the Owner has negotiated a rate with a health plan or insurer providing coverage for the Resident, then the Owner accepts as payment in full the rates which it has negotiated with such Resident's health plan or insurer. In addition, and, as applicable, the Owner accepts as payment in full the rates paid by Medicare and Medicaid, plus in all cases any deductibles, coinsurance or any other patient responsibility as determined by the Resident's health plan or insurer or the NAMI, as applicable. The deductibles, coinsurance patient responsibility amounts and the NAMI are the responsibility of the Resident.

If the Owner does not have an agreement with the Resident's health plan or insurer to accept a negotiated rate, the Resident agrees to pay any portion of or all of the applicable private daily basic rate and any ancillary charges which the plan or plans do not cover.

(1) **Assignment of Benefits.** The Resident and the Undersigned Agents on the Resident's behalf, hereby assign to the Owner, its successors and assigns, all of the benefits due to the Resident pursuant to the Resident's health insurance plan, Medicare, Medicaid or any third-party payor and hereby authorize the Owner to claim payment from the Medicare program and the Medicaid program and authorize, but do not require, the Owner to claim payment from Resident's other insurance for covered services or supplies provided to or on behalf of the Resident by the Owner. The Resident authorizes release of all confidential information necessary for the Owner to claim and receive such payments on the Resident's behalf. A separate assignment of benefits will be signed and attached to this Agreement as **ADDENDUM B.**

(2) **Coverage Denials or Termination.** The Owner is not responsible for coverage denials or termination by insurers. Coverage may be subject to specific additional pre-authorization requirements, to modification by the plan, and to the plan's determination that recommended services continue to be or are "medically necessary" as well as covered. The Owner will use its best efforts (a) to present information to support the medical necessity of recommended treatment; and (b) to notify the Resident and the Undersigned Agents as soon as practicable after the Owner is informed that coverage will cease or decrease. Notwithstanding the foregoing, Resident and the Undersigned Agents understand and agree that Resident is obligated to pay Owner at the full applicable private daily rate and any ancillary charges for all services rendered by the Owner to or on behalf of Resident until all such services are fully paid by third-party payors.

(3) **Medicare Coverage.** Medicare coverage, if available, is limited as to duration and scope. The Resident acknowledges that under the Federal Medicare Program, an individual may qualify for coverage in a Skilled Nursing Facility only under certain limited circumstances, and that the duration of coverage is limited by federal law. The Resident agrees to pay any co-payments or deductibles required under Medicare Part A or Part B unless such amounts are paid under the Resident*'s* supplemental insurance policy.

Under Medicare Part A, an individual qualifies for coverage in a Skilled Nursing Facility only when certain technical eligibility and skilled criteria requirements are met.

If payment for the Resident's stay in the Nursing Home is covered by the Medicare program including Medicare Part A or Medicare Advantage ("the Medicare Program"), the Resident shall maintain his/her enrollment in the Medicare Program. The Resident shall pay only the amount required pursuant to the applicable Medicare Program, such as co-payments and/or deductibles. However, the Resident will be responsible for all charges, including the daily basic rate, if the Medicare claim is rejected for payment for reasons other than provider liability and shall also be responsible for all charges upon termination or cessation of Medicare eligibility at any time. In addition, if payment for the Resident's stay in the Nursing Home is covered by the Medicare Program and the Resident is occupying a private room, the Resident must pay the difference between the private room rate and the semi-private room rate, in addition to any co-payments and/or deductibles, unless the private room is medically necessary as defined by Medicare.

(4) **Cooperation Securing Insurance Benefits.** Medicare and Medicaid reimbursement is contingent on having sought payment from all other liable third parties. The Resident and Undersigned Agents each certify that they have disclosed to Owner all sources of third-party coverage, and have (a) provided proof of eligibility for coverage and (b) provided the information and authorization necessary to verify third-party coverage.

(5) **Further Agreements.**
The Resident and the Undersigned Agents each further agree that it is the Resident's responsibility to (a) file appeals or denial of payments and diligently prosecute such appeals and (b) to provide the Owner with updated insurance information including any termination or changes in coverage including but not limited to addition of new coverage and changes in identification numbers of any plan.

(6) **Authorization to Submit Claims For Payment.** The Resident and the Undersigned Agents on behalf of the Resident authorize the Owner: (a) to submit claims and receive payment of health plan benefits for services rendered to or on behalf of the Resident under this Agreement; and (b) to release confidential information required by the insurer for payment to the Owner.

(l) **MEDICAID**

While a Medicaid application is pending (the date the application becomes pending is determined by the DSS caseworker processing the application) and if Resident's liquid resources are exhausted, the Resident and each of the Undersigned Agents on behalf of the Resident, agree to pay to the Owner all of the Resident's expected NAMI in partial payment of the applicable daily basic rate.

8. **RELEASE OF RESIDENT'S INFORMATION TO THE OWNER; AUTHORIZATION TO REPRESENT RESIDENT IN MEDICAID PROCESS.**

The Owner requests permission for access to the Resident's Medicaid application file and Medicaid re-certification file. Agreement to such access shall take effect upon the Resident's filing of a Medicaid application or re-certification as set forth in **ADDENDUM C.** With such permission, the Owner will receive copies of all correspondence and documentation regarding the Resident's Medicaid application or re-certification. The Owner will also be able to communicate with the applicable County DSS regarding the application or re-certification. The Resident also agrees that the Owner is authorized but not obligated to file or to assist the Resident in the Medicaid process as set forth in **ADDENDUM C.**

9. **PERSONAL OBLIGATIONS OF THE UNDERSIGNED AGENTS TO OWNER.**

(A) **Payment Obligations.** To insure Owner's admission of Resident to the Nursing Home, the Undersigned Agent(s) jointly and severally agree to personally and independently guarantee continuity of payment to the Owner for the services rendered by Owner to or on behalf of the Resident from the Resident's own resources and income or from third-party payors. Except for the Spouse, who may have either a full or partial personal obligation to pay for the Resident's cost of care, the Undersigned Agents shall not be required to use their own funds to pay the Resident's obligations under this Agreement. Nonetheless, the Undersigned Agents jointly and severally agree that if payment is not made to the Owner from Resident's own resources and income or third party-payors, the Undersigned Agents shall jointly and severally pay the Owner damages as set forth in Paragraph 13 below from their personal resources and income.

(B) **Payment by Medicaid.** If the Resident's resources have been reduced to $60,000.00 (for an unmarried Resident) and $150,000.00 (for a married Resident), the Resident and the Undersigned Agents jointly and severally personally agree to take the following action:

(1) **Make a Timely Medicaid Application**

To insure timely Medicaid benefits for the Resident, the Resident and the Undersigned Agents on behalf of the Resident shall:

(a) Notify the Owner when the Resident's resources have been reduced to $60,000.00 (for an unmarried Resident) and $150,000.00 (for a married Resident) and begin locating all documents required (for an unmarried Resident) by DSS to process a Medicaid application.

(b) File a Medicaid application with the appropriate County DSS when:

(i) If the Resident has no burial fund and when the Resident's assets have been reduced to an amount between $50,000.00 - $55,000.00 (for an unmarried Resident) or have been reduced to an amount between $135,000.00 - $140,000.00 (for a married Resident); or

(ii) If the Resident has a burial fund, when the Resident's assets have been reduced to an amount between $40,000.00 - $45,000.00 (for an unmarried Resident) or reduced to an amount between $115,000.00 - $120,000.00 (for a married Resident).

(c) Provide Owner with the date of the filing of the Medicaid application.

(d) Promptly provide DSS with all information and documentation in accordance with DSS regulations to assure timely approval of the application.

(e) If community Medicaid is in place at the time of admission, the Resident and the Undersigned Agents agree that within thirty (30) days of admission, they will make a Chronic Care Medicaid application to the applicable County DSS.

(2) Pay Resident's Monthly Income

While the Resident's Medicaid application is pending, the Resident and the Undersigned Agents agree to continue to pay the Owner the daily basic rate until the Resident's assets are reduced to $30,128.00 (for an unmarried Resident) and $74,820.00 (for a married Resident) [or the then current Medicaid Resource Allowance Amount (the "MRAA") if different] and once the Resident's assets are reduced to $30,128.00 (for an unmarried Resident) and $74,820.00 (for a married Resident) (or the then current MRAA if different) the Resident and the Undersigned Agents agree to continue to forward and pay to the Owner all of the Resident's monthly income (the expected NAMI) as partial payment of the Resident's obligations under this Agreement.

If the amount of the NAMI is disputed, the Resident and the Undersigned Agents agree to place the disputed amount in escrow as set forth in Paragraph 7 (G) (1) above.

Once the Resident is Medicaid eligible, the Resident and the Undersigned Agents shall either:

(a) Pay the Owner the Resident's NAMI as directed by DSS; or

(b) Arrange to have the Resident's pension income paid to the Owner by means of an electronic funds transfer ("EFT") payment to the Owner; and

(c) Cooperate with the Owner's application to become Representative Payee of Resident's Social Security income if deemed necessary and appropriate by the Owner to assure timely payment of the Resident's Social Security income.

(3) **Insure Annual Medicaid Re-certification**

The Resident and the Undersigned Agents each agree to insure uninterrupted benefits for the Resident from Medicaid by timely filing an annual re-certification application and providing the applicable County DSS with all information and updated documents within the time required by the applicable County DSS to annually re-certify the Resident for Medicaid benefits.

(4) **Obligations Arising From Disqualifying Transfers of Resident's Assets.**

State and federal laws assess penalties for certain transfers of a Medicaid applicant's assets made during the 60-month period prior to the filing of a Medicaid application ("Disqualifying Transfers"). Such penalties, if assessed, may result in a disqualification period during which Medicaid will not pay the Owner for the services rendered by the Nursing Home to the Resident under this Agreement.

The Resident and all of the Undersigned Agents certify that they have disclosed to the Owner in writing all Disqualifying Transfers which are known to them and hereby further certify that to the best of their knowledge, no other Disqualifying Transfers have been made by the Resident or any of the Undersigned Agents at any time prior to the date of this Agreement.

If any Disqualifying Transfer results in an inability of the Resident to pay the Owner the full applicable private daily basic rate or to receive full benefits from Medicaid, the Resident and the Undersigned Agents, jointly and severally, agree that within thirty (30) days of notification from either the Owner or the applicable County DSS of a Disqualifying Transfer or Transfers, action will be taken by the Resident and the Undersigned Agents to either (a) return to the Resident any and all assets that constitute a Disqualifying Transfer or Transfers or (b) arrange for direct payment to the Owner of an amount equal to the total amount of all Disqualifying Transfers.

10. **FURTHER RESIDENT UNDERSTANDINGS AND AGREEMENTS.**

(A) If the Resident has occupied a private room, the Resident understands and agrees that when the Resident no longer pays the full daily basic rate covering the private room or upon Medicaid coverage, the Resident will move to a semi-private room.

(B) The Resident agrees to any room changes which become indicated due to the Resident's needs or the emergency needs of another person, including, without limitation, room changes which become indicated due to medical necessity.

(C) Whenever possible, Owner shall attempt to consider the wishes of affected residents when changing room assignments, but Owner shall have the right to make any room assignments it deems advisable and the Owner shall have the right to change any and all room assignments, within the parameters of regulations pertaining to resident rights.

(D) If the Resident's needs cannot be met after reasonable attempts to accommodate the Resident in the Nursing Home, then a transfer to a more appropriate facility will be required. Such change shall require consultation with the Resident and at least thirty (30) days prior notice to the Resident, unless one or more of the following applies:

(1) The Resident has requested or agrees to the change; or

(2) The medical condition of the Resident requires a more immediate change; or

(3) An emergency situation has occurred in the sole discretion of Owner.

(E) The Resident and all of the Undersigned Agents each separately represent that the financial information they have provided to Owner is true, correct, complete and accurate in all material respects and that there are no material omissions, and they acknowledge that Owner relies on such information.

(F) The Resident and the Undersigned Agents each agree to update annually (or at any time requested by Owner) the Resident's financial information on forms provided to the Resident by Owner, within thirty (30) days of receipt by Resident of such forms.

(G) **MISCELLANEOUS AGREEMENTS OF RESIDENT.** The Resident agrees to (a) provide the Resident's own personal clothing, spending money and telephone and television, if desired; (b) bring only furnishings approved by Owner to the Nursing Home and remove any furnishings which are determined to be unsafe by Owner or which are requested by Owner to be removed for any reason; and (c) keep no medications in the Resident's room and to take only the medications ordered by the Resident's physician and administered by the Owner. However, the Resident may self-administer medication if specifically approved in advance for the Resident by the Nursing Home's interdisciplinary care team, which approval may be revoked or terminated by the Nursing Home's interdisciplinary care team at any time in its sole discretion.

11. **TERMINATION OF AGREEMENT AND DISCHARGE OF RESIDENT**. Owner may transfer or discharge the Resident, and this Agreement shall be deemed terminated and canceled, upon the occurrence of any one of the following events:

(A) **Voluntary Termination and Discharge:**

The Resident leaves the Nursing Home and gives the Administrator of the Nursing Home three (3) days prior written notice of the intent to terminate. The date of termination shall be deemed to be three (3) days after the written notice to terminate is received by the Administrator or the actual date the Resident leaves the Nursing Home, whichever is later; or

(B) **Involuntary Termination and Discharge:**

Upon appropriate prior notice, Owner may terminate this Agreement and transfer or discharge the Resident involuntarily in the following circumstances:

(1) When the interdisciplinary team, in consultation with the Resident or the Resident's designated representative, determines that:

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

(b) The transfer or discharge is appropriate because the Resident's health has improved sufficiently so the Resident no longer needs the services provided by the Nursing Home; or

(c) The health or safety of individuals in the Nursing Home would otherwise be endangered, the risk to others is more than theoretical and all reasonable alternatives to transfer or discharge have been explored and have failed to safely address the problem; or

(2) The Resident has failed, after reasonable and appropriate notice, to pay (or to have paid under Medicare, Medicaid or third-party insurance) the daily basic rate for a period of thirty (30) days; Non-Payment for a Medicaid-covered Resident occurs if the budgeted monthly NAMI is not paid for thirty (30) days and the amount is not in dispute and no appeal of a denial of benefits is pending or funds are actually available or would be available and the Resident or the Undersigned Agents or the Financial Agent(s) with access to or control over the NAMI, fail or refuse to pay the NAMI; or

(3) After the death of the Resident and the removal of the Resident's personal effects; or

(4) The Nursing Home closes.

12. **AGREEMENT TO PAY COSTS OF ENFORCEMENT AND/OR COLLECTION, LATE CHARGES AND RETURN CHECK FEES.**

(A) In the event of any breach by the Resident of any one or more of the provisions of this Agreement, including without limitation the non-payment of any sum due to Owner pursuant to this Agreement, the Resident and Undersigned Agents jointly and severally agree to pay from the Resident's resources and/or income all of Owner's costs and expenses of enforcement of this Agreement and/or collection, including but not limited to reasonable attorney's fees and disbursements.

(B) Except where the Resident's source of payment is Medicare, Medicaid or other third-party insurance, if any payment due to Owner is more than thirty (30) days past due, ("Late Payment") Owner shall be entitled to late charges on the overdue account at the rate of fifteen percent (15%) per annum or the maximum amount allowed by law, whichever is less, (the "Late Charges"). Notwithstanding anything herein to the contrary, the Late Charges shall not be due if prohibited by any applicable law, rule or regulation.

(C) The Resident shall pay all fees permitted by law to be charged by Owner to Resident associated with returned checks.

13. **DAMAGES PAYABLE BY UNDERSIGNED AGENTS AND FINANCIAL AGENTS.**

The Undersigned Agents jointly and severally agree to use their personal assets if necessary to pay damages to the Owner for breach of their personal obligations as set forth in this Agreement. If any one of the Undersigned Agents breaches any one or more of their personal obligations to the Owner hereunder, including but not limited to, failing to pay the applicable daily basic rate, the NAMI (or the expected NAMI), or the deductibles and co-insurance from the Resident's resources and income to which they have access, and/or if the Resident's Medicaid eligibility is delayed or denied due to any one or more of the Undersigned Agents (or any of them) failure to make timely or complete Medicaid application or re-certification as set forth above, the Undersigned Agents personally and independently and jointly and severally agree to pay the Owner damages caused by such failure, including Owner's reasonable attorney's fees and disbursements for any matter referred to Owner's attorneys.

In addition, as set forth in the separate Agreement(s) with the Resident's Financial Agent(s) at **ADDENDUM A**, damages are due from the Resident's Financial Agent(s) who (a) refuse to pay to the Owner the Resident's NAMI (or expected NAMI) or the applicable daily basic rate when delivery of such resources and/or income by the Financial Agent(s) is necessary to meet the Resident's obligations to the Owner, and/or who refuse to cooperate and/or (b) who transfer or gift the Resident's resources or income and such transfer or gift results in the Owner's failure to receive full payment from the Resident's resources or income or from Medicaid.

14. **REFUNDS.**

(A) Basic charges (the daily basic rate) continue while a room is reserved for the Resident for any reason.

(B) If the Resident is to be transferred to another level of care, charges may be incurred for both the reserved and occupied bed at the same time until this Agreement is terminated as set forth in paragraph 11.

(C) If this Agreement is terminated prior to the end of any period for which the Resident has paid in advance, after deducting any amounts due to Owner, Owner will refund to Resident within thirty (30) days of termination any amounts representing payment for any period after the date of termination of this Agreement.

15. **BED RESERVATION AND RE-ADMISSION POLICY**. Owner will reserve the room of any hospitalized private pay resident (a resident for whom payment is not made by Medicare, Medicaid or other governmental program) for as long as the room is prepaid. Owner will reserve the bed of any hospitalized Medicaid resident for as long as Medicaid agrees to pay for the bed reservation. The bed hold policy and the readmission policy of the Owner are more particularly set forth in the Bed Hold Policy and Readmission Policy annexed hereto as **ADDENDUM D**.

16. **RULES AND REGULATIONS OF THE NURSING HOME**. The Resident and each of the Undersigned Agents agree to comply with all rules, regulations and policies of Owner applicable to the Nursing Home, as modified or amended from time to time by the Owner.

17. **RECEIPT OF COPY**. The Resident hereby acknowledges receipt of an executed copy of this Agreement.

18. **NO GUARANTEE BY OWNER**. Any representation to the Resident or any one or more of the Undersigned Agents which may have been made by a staff member prior to the Resident's admission to the Nursing Home is based on historical data and is not a promise that care will be provided in any particular manner, or that specific results will be obtained as a result of the care administered in the Nursing Home. The Resident and each of the Undersigned Agents agree and acknowledge that the Nursing Home will use its best efforts to care for the Resident, but that the Nursing Home does not and cannot guarantee any particular result.

19. **ENTIRE AGREEMENT**. This Agreement contains all the agreements between the parties with respect to the Resident's admission to the Nursing Home and is intended to supersede all prior agreements or understandings with respect to the Resident's admission to the Nursing Home.

20. **CHANGES TO BE IN WRITING**. This Agreement may not be amended, modified or changed orally, but only by an agreement in writing executed by the parties, except for increases in charges or changes in services as set forth in this Agreement and changes required by changes in the law. Changes to this Agreement made necessary by changes in statutory or regulatory requirements (or interpretations thereof) shall be deemed to automatically become a part of this Agreement.

21. **NEW YORK LAW**. This Agreement shall be governed by New York law. The Resident and each of the Undersigned Agents agree that the venue for any action arising out of or related to a dispute under this Agreement shall be Broome County, New York in either State Supreme Court, County Court or the City Court of Binghamton. If the matter is brought in Federal Court, the Resident and Undersigned Agents agree that the venue shall be the Northern District of New York.

22. **NO WAIVER**. The failure of any party to enforce any provision of this Agreement or the waiver by any party of a breach of this Agreement will not prevent a later enforcement of such provision, and no party will be deemed to have waived future enforcement of such provision or this Agreement.

23. **SEVERABILITY**. If any provision of this Agreement is determined to be unenforceable, or contrary to applicable law, it shall be construed so as to render it enforceable or in compliance with applicable law. If any provision cannot be so construed, it shall be deemed deleted from this Agreement without affecting any other provision of this Agreement.

24. **NOTICES**. Notices hereunder required to be given by the Owner to the Resident and the Undersigned Agents shall be given either personally or by regular mail at the address(es) set forth on page 1 hereof or on **ADDENDUM A** hereof, respectively. Any notice required to be given hereunder to the Owner by the Resident or the Undersigned Agents shall be given either personally or by mail to the Owner at 863 Front Street, Binghamton, New York 13905, Attention: Vice-President and Administrator. Any party may change the address to which a notice to such party shall be mailed by giving written notice to the other parties in accordance with this paragraph.

25. **AGREEMENT TO BE LEGALLY BOUND**. The Resident and the Undersigned Agents each acknowledge that they have read, been advised of and understand the provisions set forth in this Agreement, and agree to be legally bound by this Agreement.

26. **CAPTIONS FOR CONVENIENCE**. The captions in this Agreement are for convenience only and are not to be used to interpret any of the provisions of this Agreement.

27. **EXECUTION IN COUNTERPARTS.** This Agreement and any and all of its addenda may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement that shall be enforceable as one complete document.

28. **COPY AS VALID AS ORIGINAL.** This Agreement and any and all of its addenda may be delivered by any signatory to the Owner by means of a fax transmittal or may be delivered electronically. As such, a copy of this Agreement shall be as valid as an original.

29. **AGREEMENT BINDS SUCCESSORS**. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, distributees, executors, administrators and successors. This Agreement may not be assigned by the Resident or any of the Undersigned Agents.

_____
Print Name of Resident

_____ _____
Date Resident's Signature (or MARK)

_____
Print Name of Representative

_____ _____
Date Representative's Signature

_____
Print Name of Sponsor or Spouse

_____ _____
Date Sponsor's Signature (or MARK) e.g. Spouse

UMH ECM Corp.

_____ By: _____
Date Administrator/Designee

Attachments:

Addendum A - Financial Agent's Personal Agreement for the Benefit of the Resident. (3 pages)
Addendum B - Assignment of Benefits to UMH ECM Corp. and Release of Information.
Addendum C - Consent to Release of Resident's Financial and Other Information to Applicable County Department of Social Services and Waiver of Confidentiality and Authorization to Represent Resident in the Medicaid Process. (3 pages)
Addendum D – Bed Reservation and Re-Admission Policy (3 pages)

Summary -- as it pertains to financial agreement - will bill insurances for anything covered by insurance, and if they have a financial poa or agent to assist with payment of services. Assisitng with Medicaid apps as needed ...

ADDENDUM A

FINANCIAL AGENT'S PERSONAL AGREEMENT FOR THE BENEFIT OF THE RESIDENT

THIS AGREEMENT between UMH ECM Corp. (hereinafter sometimes called the "Owner"), 863 Front Street, Binghamton, New York 13905 and _____ (the "Financial Agent"), residing at _____ _____ for the benefit of and concerning the admission of _____ (the "Resident") pursuant to the attached Admission Agreement between the Owner and the Resident and/or the Spouse and/or Sponsor and/or the Resident's Representative (the "Admission Agreement").

WHEREAS, the Owner owns a nursing home facility located at 863 Front Street, Binghamton, New York 13905 (the "Nursing Home").

WHEREAS, the Financial Agent represents that the Financial Agent has access to some or all of the Resident's resources and /or income and is therefore a Financial Agent of the Resident;

WHEREAS, the Financial Agent understands the Resident's obligations to the Owner set forth in the Admission Agreement has read and understands the Resident's directions to the Financial Agent(s) as set forth in Paragraph 2(C) and Paragraph 9 of the Admission Agreement; and

WHEREAS, the Financial Agent wishes to assist the Resident and to facilitate the Resident's admission to the Nursing Home, and

WHEREAS, the Financial Agent agrees and acknowledges that the Owner will rely on the Financial Agent's agreements contained herein.

NOW, THEREFORE, in consideration of the foregoing and for other and further valuable consideration, the Financial Agent hereby agrees to provide the following assistance to the Resident:

A. Without incurring the obligation to pay for the cost of the Resident's care from the Financial Agent's own funds, and in recognition that the Financial Agent is not currently the Resident's Representative, the Financial Agent personally agrees to use the Financial Agent's access to the Resident's resources and income to aid the Resident and the Resident's Representative meet their obligations under the Admission Agreement.

B. The Financial Agent personally agrees to the extent of his/her authority, to use his/her access to the Resident's resources and income to insure continued satisfaction of the Resident's payment obligations to the Owner and to use the Resident's assets responsibly to insure that the Owner will receive full payment from the Resident's resources and income, and from Medicare, Medicaid, insurance or any other third-party payor.

CONTINUATION OF ADDENDUM "A"

C. While a Medicaid application is pending (the date the application becomes pending is determined by the New York State Department of Social Services), if the Financial Agent has control over the Resident's resources and/or income, the Financial Agent agrees to pay or arrange for payment to the Owner, of the Resident's expected NAMI in partial payment of the daily basic rate.

D. The Financial Agent has read Paragraph 9(B)(4) of the Admission Agreement regarding penalties imposed by State and Federal laws for certain transfers of a Medicaid applicant's assets made during the sixty (60) month period prior to the filing of a Medicaid application ("Disqualifying Transfers"). The Financial Agent agrees that in accordance with Paragraph 9(B)(4), within thirty (30) days of notification from either the Owner or DSS of any Disqualifying Transfer, action will be taken by the Resident or the Financial Agent to either: (a) return to the Resident any and all assets that constitute any Disqualifying Transfer; or (b) arrange for direct payment to the Owner of an amount equal to the total amount of all Disqualifying Transfers.

E. The Financial Agent personally agrees to assist the Resident or the Resident's Representative in submitting all insurance claims required to satisfy Resident's payment obligations to the Owner under the Admission Agreement, and if requested by Owner to provide Owner timely financial information and/or documentation of the Resident's resources and income to which the Financial Agent has access; and

F. **The Financial Agent agrees to pay damages to the Owner (as set forth in Paragraph 13 of the Admission Agreement) caused by a breach of the Financial Agent(s)' personal obligations set forth in this Addendum A of the Admission Agreement.**

G. Venue for any action arising out of or related to a dispute under this Addendum shall be Broome County, New York in either State Supreme Court, County Court or the City Court of Binghamton. If the matter is brought in Federal Court, the parties to this Addendum agree that venue shall be the Northern District of New York.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

CONTINUATION OF ADDENDUM "A"

The undersigned Financial Agent acknowledges receipt of a fully executed copy of the Admission Agreement including a full copy of this **ADDENDUM A.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Financial Agent hereby executes this Agreement for the benefit of the Resident as of the date indicated below.

_____
Print Name of Financial Agent

_____ _____
Date Signature of Financial Agent

Circle:
Type(s) of Agency (e.g. Power of Attorney, Joint Tenant on Real or Personal Property, Guardian, Representative Payee for Social Security).

UMH ECM Corp.

By: _____
Print Name and Title

_____ _____
Date Signature

A copy of the instrument(s) (for example, power of attorney) conferring the Financial Agent's authority are attached to and made a part of this **ADDENDUM A.**

[If Resident has more than one Financial Agent, EACH Financial Agent shall execute an Addendum A].

ADDENDUM B

ASSIGNMENT OF BENEFITS
TO
UMH ECM CORP.
AND
RELEASE OF INFORMATION

The Resident, or the Undersigned Agent(s) on the Resident's behalf, hereby assign to the Owner the benefits due to the Resident under Medicare, Medicaid or any third-party insurance accepted by Owner for services rendered to the Resident by the Nursing Home. All payments shall be mailed to the Owner at its corporate offices of 10 Acre Place, Binghamton, New York 13904 (or at such other address as the Owner may direct). The Resident or the Undersigned Agents on behalf of the Resident also authorize the Owner to claim payment from Medicare and Medicaid and further authorize, but do not require, the Owner to claim payment from the Resident's third-party insurance accepted by Owner for covered services or supplies received by the Resident during the Resident's stay at the Nursing Home.

The Resident and the Undersigned Agents **CONSENT TO THE RELEASE OF INFORMATION** by the Owner and/or the Nursing Home, which is necessary to claim and receive such payments on the Resident's behalf.

_____
Print Name of Resident

_____ _____
Date Resident's Signature

_____
Print Name of Resident's Representative

_____ _____
Date Resident's Representative Signature

_____
Relationship of Resident's Representative to Resident

_____
Print Name of Resident's Spouse

_____ _____
Date Resident's Spouse's Signature

ADDENDUM C

CONSENT TO RELEASE OF RESIDENT'S FINANCIAL AND OTHER INFORMATION TO APPLICABLE COUNTY DEPARTMENT OF SOCIAL SERVICES

AND

WAIVER OF CONFIDENTIALITY

AND

AUTHORIZATION TO REPRESENT RESIDENT IN THE MEDICAID PROCESS

Name of Resident:

_____

Last First Middle

Social Security No.: _____

Nursing Home: UMH ECM Corp.
863 Front Street
Binghamton, New York 13905

CONSENT TO DISCLOSURE AND WAIVER OF CONFIDENTIALITY: The purpose of this Consent and Waiver is to permit UMH ECM Corp. (the "Owner") and the nursing home it operates at 863 Front Street, Binghamton, New York (the "Nursing Home") and the applicable County Department of Social Services ("DSS") to communicate with each other about any application for Medicaid or other financial benefits made by the Resident or on the Resident's behalf or for any re-certification made by the Resident or on the Resident's behalf for Medicaid benefits. This Consent and Waiver permits the exchange of the Resident's information for purposes of discussion of the application for benefits or re-certification and to release all financial and other data to insure the earliest possible effective date for certification or re-certification of the Resident for Medicaid benefits.

This Consent and Waiver does not relieve Resident of Resident's financial obligations to the Owner; it is intended only to facilitate the exchange of information between the Owner and/or the Nursing Home and DSS.

DATA TO BE DISCLOSED: Any and all information, including financial information and including protected health information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in the possession of DSS or the Owner or the Nursing

CONTINUATION OF ADDENDUM "C"

Home which has been provided by the Resident, the Resident's Spouse or the Resident's Representative or any family member of the Resident, or otherwise acquired by DSS or the Owner or the Nursing Home in connection with the Medicaid application or for ongoing benefits or re-certification.

AUTHORIZATION TO REPRESENT RESIDENT IN THE MEDICAID PROCESS: The Undersigned Resident hereby authorizes the Administrator of the Nursing Home or his/her designee to act on behalf of the Resident in his/her Medicaid application, an appeal of denial benefits and/or the re-certification process.

The Nursing Home is authorized, but not obligated, to file or assist the Resident with a Medicaid application, or an appeal of a denial of Medicaid eligibility or a re-certification application on behalf of the Resident if the Resident or his/her representatives have failed or are unwilling or unable to take such action.

The Nursing Home will appeal a Medicaid determination on the Resident's behalf **ONLY IF** the Nursing Home deems an appeal is necessary and prudent.

This authorization for assistance does not relieve the Resident, the Resident's spouse, the Resident's Representative or the Financial Agent from their respective obligations to the Nursing Home. All such individuals also acknowledge that the Nursing Home must have the cooperation of each of the signatories to this Addendum in procuring necessary financial information.

TO WHOM DISCLOSURE IS MADE: The information as referenced above may be released by the Owner or the Nursing Home, its respective agents and legal representatives to DSS or an adjudicatory tribunal and by DSS to the Owner and/or the Nursing Home.

We, the undersigned, have read the above CONSENT, WAIVER AND AUTHORIZATION and authorize DSS, the Owner and/or the Nursing Home, their respective legal representatives, agents and employees, to disclose the information described above which is in their possession, for the purposes set forth above.

_____
Print Name of Resident

_____ _____
Dated Signature of Resident (or MARK)

_____
Print Name of Witness to Resident's Signature

_____ _____
Dated Signature of Witness to Resident's Signature

_____
Print Name of Resident's Representative

_____ _____
Dated Signature of Resident's Representative

CONTINUATION OF ADDENDUM "C"

Print Name of Witness to Resident's Representative's Signature

Dated

Signature of Witness to Resident's Representative's Signature

Print Name of Spouse

Dated

Signature of Spouse (or MARK)

Print Name of Witness to Spouse's Signature

Dated

Signature of Witness to Spouse's Signature

Print Name of Financial Agent

Dated

Signature of Financial Agent

Print Name of Witness to Financial Agent's

Dated

Signature of Witness to Financial Agent's Signature

ADDENDUM D

BED RESERVATION AND RE-ADMISSION POLICY

This Bed Reservation and Re-Admission Policy will be automatically modified to comply with any changes in the laws, rules or regulations governing the Nursing Home. The Nursing Home will endeavor to give thirty (30) days' written notice to the Resident and/or his/her Designated Representative, or if none, to one of the Resident's Agents listed in the Agreement (hereafter, "Resident's Agent").

At the time of admission and again at the time of transfer for any reason, the Owner shall provide information, in writing, to the Resident and the Designated Representative or other Resident Agent that specifies the duration of the bed hold, payment for bed hold and policies concerning re-admission.

A Resident must be absent from the Nursing Home overnight for the day to be considered a reserved bed day. A Resident is considered to be absent overnight when he/she is absent later than the time at which the Nursing Home normally conducts its patient census. The day that the Recipient departs for temporary hospitalization or the leave of absence begins is counted as a reserved bed day. The day the Recipient returns is not counted as a reserved bed day.

If a Resident is temporarily absent overnight or longer from the Nursing Home during a period of hospitalization or during a non-hospitalization therapeutic leave of absence, the Resident's bed may be reserved as follows:

A. BED RESERVATIONS FOR **PRIVATE PAY RESIDENTS** (INCLUDING RESIDENTS WHOSE CURRENT PRIMARY PAYOR IS MEDICARE PART A, MEDICARE ADVANTAGE, INSURANCE OR ANY THIRD-PARTY PAYOR OTHER THAN MEDICAID).

The Owner will hold the Resident's bed if he/she elects to hold the bed and agrees to pay the Owner the applicable daily basic rate due under this Agreement until the bed hold is cancelled by the Resident or his/her Designated Representative or other Resident Agent by notifying the Nursing Home Administrator or Social Worker and removing all personal belongings from the room.

If the Resident elects not to hold the bed, the Resident will have effected a voluntary discharge from the Nursing Home.

B. BED RESERVATIONS FOR **MEDICAID-ELIGIBLE RESIDENTS.**

Effective May 29, 2019, if the Resident has resided in the Nursing Home for at least 30 days or longer since the date of his/her initial admission and the Nursing Home occupancy rate is 95% or greater on the first day the Resident is hospitalized or on leave of absence, New York State's Medicaid Plan will pay to reserve a bed for a Medicaid-eligible Resident who is 21 years of age or older as follows:

- At 95 percent of the Nursing Home 's Medicaid rate, for up to 10 days per recipient for any 12-month period, when the Medicaid-eligible Resident is on a therapeutic leave of absence from the Nursing Home; or
- At 50 percent of the Nursing Home's Medicaid rate, for up to 14 days for any 12-month period, if the Medicaid-eligible Resident who is receiving hospices services in the Nursing Home is temporarily hospitalized.

Residents under the age of 21 will be reimbursed at 100 percent of the Nursing Home's Medicaid rate, for hospital, therapeutic and hospice leave of absences. There are no day limits for Residents under 21 years old.

The Nursing Home is not required to hold a bed for days when no Medicaid payment is available. When no payment is available, Medicaid-eligible residents may opt to use private funds to reserve the bed. If no payment is available from Medicaid and the Resident elects not to pay to hold his/her bed for days of absence, the Resident shall be discharged. Nursing Home is authorized to remove the personal belongings of such discharged Residents from his/her previous room. Fees may be assessed related to the removal and storage of personal belongings.

If desired by the Resident, the Nursing Home will readmit the Resident to his/her previous room if available or immediately upon the first availability of a bed in a semi-private room if the Resident:

a. Requires the services provided by the Nursing Home; and
b. Is eligible for Medicare skilled nursing facility services or Medicaid nursing facility services.

During any period of therapeutic leave of absence from the Nursing Home, the Medicaid-eligible Resident remains obligated to pay to the Owner any NAMI amounts due the Owner under this Agreement.

C. BED RESERVATIONS FOR RESIDENTS "MEDICAID PENDING" RESIDENTS.

If at the time of transfer from the Nursing Home for therapeutic leave of absence, the Owner has classified the Resident as "Medicaid Pending", the bed hold criteria for Medicaid-eligible residents in paragraph B above is applicable. If the Resident's Medicaid application is approved by the Department of Social Services ("DSS") and the Resident is eligible for Medicaid benefits during a period of therapeutic leave of absence, Medicaid will pay for a bed hold according to the criteria for Medicaid-eligible Residents as set forth in paragraph B above.

If the Resident's application is not approved by DSS or the Resident is not eligible for Medicaid benefits during a period of hospital or therapeutic leave of absence, the Resident remains obligated to pay the Owner the applicable daily basic rate due under this Agreement until the bed hold is cancelled by the Resident or his/her Designated Representative or other Resident Agent by notifying the Nursing Home and removing all of Resident's personal belongings from the room.

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CONTINUATION OF ADDENDUM "D"

Print Name of Resident

Dated

Signature of Resident (or MARK)

Print Name of Witness to Resident's Signature

Dated

Signature of Witness to Resident's Signature

Print Name of Resident's Representative

Dated

Signature of Resident's Representative

Print Name of Witness to Resident's Representative's Signature

Dated

Signature of Witness to Resident's Representative's Signature

Print Name of Spouse

Dated

Signature of Spouse (or MARK)

Print Name of Witness to Spouse's Signature

Dated

Signature of Witness to Spouse's Signature

Skilled Nursing Rates & Floor Plans

Elizabeth Church Campus

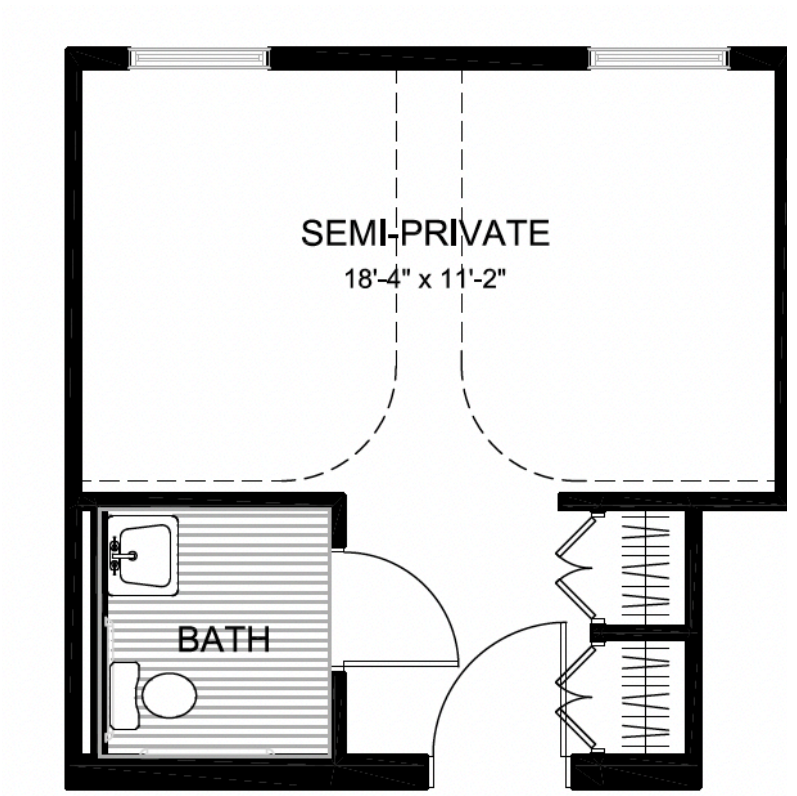
Elizabeth Church Manor

General Care	Daily Rate
Semi-Private Room	$576.72
Private Room	$592.74

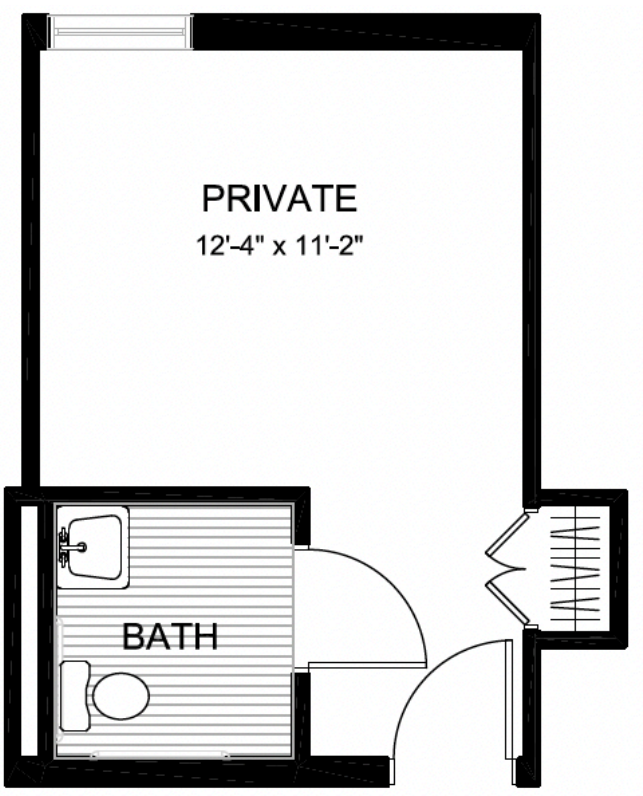
Rates include NYS Assessment Fee of 6.8%

Furnishings provided: Bed, dresser, chair, bed stand, over-bed table
Charges payable monthly in advance.

*Rates effective January 1, 2026



Semi-Private



Private

*Rooms may vary from floor plans

UMH Ownership Information

UMH James G. Johnston owned by UMH JGJ Corp
UMH Elizabeth Church Manor owned by UMH ECM Corp

Responsible party over all UMH Operations – Brian Picchini, President & CEO