ADMISSION AGREEMENT

for

LORETTO HEALTH CARE FACILITIES

Loretto Health and Rehabilitation Center	The Commons on St. Anthony	The Nottingham Residential Health Care Facility
☐	**X**	☐

The staff of Loretto warmly welcomes you. We take great pride in the fact that you have selected Loretto to support your needs. Recognizing that relocating is a difficult and often stressful event in one's life, we feel privileged to assist you in this transition. By choosing to move into Loretto, you have made a commitment to place your trust in us to provide you with state of the art health care and services to meet your individualized needs. It is our intention and goal that throughout your stay at Loretto, we will continually strive to achieve a fruitful partnership of understanding, friendship and growth.

Accordingly, this Admission Agreement (this "Agreement") is made the _____ day of _____, 2026, between the Loretto Health Care Facility indicated above ("Loretto") and _____ (hereinafter referred to as "Resident") and/or _____ (hereinafter referred to as "Responsible Party").

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

Loretto hereby accepts the above named applicant for admission to Loretto. The duration of this Agreement shall be in accord with the terms and conditions herein stated.

I. COVERED SERVICES

The following items and services are available to all residents and are included in the Medicare Part A, Basic Medicaid and/or the private pay room and board daily rate:

- Lodging—a clean, healthful, sheltered environment, properly outfitted;
- Board, including therapeutic or modified diets as prescribed by a physician;
- Fresh bed linen, as required, changed at least twice weekly, including sufficient quantities of necessary bed linen or appropriate substitutes changed as often as required for incontinent residents;
- Twenty-four hour per day nursing care;

- Assistance and/or supervision, when required, with activities of daily living, including but not limited to toileting, bathing, feeding and ambulation assistance;
- Services, in the daily performance of their assigned duties, by members of the nursing home staff concerned with resident care;
- Activities program including but not limited to a planned schedule of recreational, motivational, social and other activities, together with the necessary materials and supplies to make the Resident's life more meaningful;
- Pastoral care services including religious services, counseling and programs desired;
- Social services, as needed;
- The use of all equipment, medical supplies and modalities, notwithstanding the quantity usually used in the everyday care of nursing home residents, including but not limited to catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads, and so forth;
- Hospital gowns or pajamas as required by the clinical condition of the resident, unless the resident, next of kin or sponsor elects to furnish them, and laundry services for these and other launderable personal clothing items;
- Kosher food or food products prepared in accordance with the Hebrew orthodox religious requirements when the resident, as a matter of religious belief, desires to observe Jewish dietary laws;
- General household medicine cabinet supplies, including but not limited to non-prescription medications, materials for routine skin care, oral hygiene, care of hair, and so forth, except when specific items are medically indicated and prescribed for exceptional use for a specific resident; and
- The use of customarily stocked equipment, including but not limited to crutches, walkers, wheelchairs or other supportive equipment, including training in their use when necessary, unless such items are prescribed by a doctor for regular and sole use by a specific resident.

II. NON-COVERED SERVICES

A. The daily rate will NOT include the following Additional Services:

- Physical therapy;
- Audiology services;
- Occupational therapy;
- Speech therapy;
- Podiatry and ophthalmology services;
- Psychiatric or psychological treatment;
- Laboratory services;
- X-Ray services;
- Oxygen therapy;
- Dental services;
- Transportation services;
- Physician-ordered medications (not floor stocked);
- Respiratory therapy;
- Specialty equipment/supplies specifically ordered for the individual resident;
- Attendant at any type of outing/appointment;
- Special nurse, companion or other supplemental services not required by the resident’s plan of care; or

- Other items not listed under covered services.

We will charge you for these Additional Services only (a) at your request or at the request of your Responsible Party signing this Agreement below or (b) as required in an emergency.

B. Medicare and Medicaid do not cover certain items and services, unless they are ordered by the Resident's attending physician at Loretto and are required by the Resident's care plan to achieve the goals stated therein. If the Resident, during a Medicare Part A or Medicaid covered stay requests any such items and services, the Resident will be responsible for payment for these requested items and services, unless they are ordered by the Resident's attending physician at Loretto and are required by the Resident's care plan to achieve the goals stated therein. These items and services for which Loretto may charge the Resident, during a Medicare Part A or Medicaid covered stay, include, but are not limited to the following (THE FOLLOWING ADDITIONAL SERVICES ARE AVAILABLE TO ALL RESIDENTS AND IF REQUESTED BY THE RESIDENT OR RESPONSIBLE PARTY, WILL BE CHARGED TO THE RESIDENT):

- Telephone
- Television/radio, personal computer or other electronic device for personal use, including cable services (except at the RHCF, where a TV and basic cable is included)
- Personal comfort items, notions and novelties, and confections
- Cosmetic and grooming items and services, in excess of those for which payment is made under Medicaid, Medicare, or other insurance programs
- Personal clothing, personal reading matter, gifts purchased on behalf of a Resident, flowers and plants
- Costs to participate in social events, special meals, and entertainment offered off the premises and outside the scope of the Activities program provided by Loretto
- Non-covered special care services, such as private duty nurses
- Specially prepared or alternative food requested instead of the food generally prepared by Loretto and the requested food costs more than the food prepared for other residents, except, (i) for Medicare and Medicaid residents only, special foods and meals, including medically prescribed dietary supplements, ordered by the Resident's attending physician or nurse practitioner; and (ii) menu items that reflect the religious, ethnic and cultural population at Loretto, such as Kosher foods.

If the Resident meets the criteria for coverage under Medicare Part A, payment for basic services will be made by the federal Medicare program, less any co-insurance or deductible obligations.

1. Loretto accepts Medicare Part A benefits and applicable co-insurance and deductible as payment in full: (i) for all the items listed under Covered Services in section 1. above; (ii) except as set forth in paragraph 2. below, those items listed in Section II A. above; and (iii) any other item or service required by the Resident's Care Plan excluding those items or services set forth in Section II B. above.
2. Items not covered or paid by Medicare Part A are:
   (a) the professional component of physician services;
   (b) services of a physician's assistant working under a physician's supervision;

(c) services of nurse practitioners and clinical nurse specialists working in collaboration with a physician;

(d) services of a qualified psychologist;

(e) hospice services provided by a certified hospice pursuant to a contract with Loretto;

(f) home dialysis supplies and equipment, self-care home dialysis support services and institutional dialysis services and supplies;

(g) erythropoietin;

(h) ambulance services not provided in conjunction with the Resident's stay at Loretto, i.e., ambulance trips that occur at either the beginning or end of the Resident's stay;

(i) the following drugs and biologicals;
- vaccinations for pneumococcal pneumonia;
- vaccinations for hepatitis B;
- vaccinations for influenza;

(j) dental services;

(k) ambulance services furnished in conjunction with renal dialysis services;

(l) certain chemotherapy items and chemotherapy administration services;

(m) certain radioisotope services;

(n) certain customized prosthetic devices;

Descriptions of these services will be provided upon request.

C. The State Medicaid program pays for most services which will be provided to you at Loretto if you are qualified and deemed eligible and approved for Medicaid chronic care nursing home care coverage.

I. Loretto accepts Medicaid as payment in full for the following services:

(a) Lodging, board, including therapeutic or modified diets, as prescribed by a physician;

(b) 24 hour per day nursing care;

(c) The use of all equipment, medical supplies and modalities, notwithstanding the quantity usually used in the everyday care of nursing home residents including but not limited to catheters, hypodermic needles and syringes, irrigation outfits, dressings and pads and so forth;

(d) Fresh linen as required changed at least twice weekly, including sufficient quantities of necessary bed linen or appropriate substitutes changed as often as required for incontinent residents;

(e) Hospital gowns or pajamas as required by the clinical condition of the Resident, unless the Resident, next of kin or sponsor elects to furnish them, and laundry services for these and other launderable personal clothing items;

(f) General household medicine cabinet supplies, including but not limited to non-prescription medications, materials for routine skin care, oral hygiene, care of hair and so forth, except when specific items are medically indicated and prescribed for exceptional use for a specific Resident;

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

(h) Services, in the daily performance of their assigned duties, by members of the Loretto staff who are concerned with Residents care;

(i) Use of customarily stocked equipment, including but not limited to crutches, walkers, canes, and wheelchairs and other supportive equipment, including training in their use when necessary, unless such items are prescribed by a physician and are custom made for regular and sole use by a specific Resident;

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

(k) Social services, as needed;

(l) Arrangements for opportunities for religious worship and counseling for Residents requesting such services;

(m) Kosher food or food products prepared in accordance with the Hebrew orthodox religion requirements when the Resident, as a manner of religious belief, desire to observe Jewish dietary law;

(n) Oral hygiene care and routine and twenty-four (24) hour emergency dental care;

(o) Pharmaceutical services, except for prescription medications which are addressed under "Medicare Part D/Prescription Medications";

(p) Physical therapy services, as prescribed by a physician, administered by or under the direct supervision of a qualified physical occupational therapist;

(q) Occupational therapy services, as prescribed by a physician, administered by or under the direct supervision of a qualified occupational therapist;

(r) Speech-language pathology services, as prescribed by a physician and administered by a qualified speech-language speech pathologist.

III. PAYMENT FOR SERVICES

You and/or your Responsible Party are required to provide payment to Loretto on the first day of each month for covered services to be rendered in the same month at a daily rate of $591.00.

The Resident and/or Responsible Party shall pay the daily rate to Loretto on a private pay basis, and/or with private insurance, and/or by means of a third party government payor, such as Medicare or Medicaid. The Responsible Party is responsible to provide payment from the Resident's income and resources to the extent he/she has access to such income and/or resources without the Responsible Party incurring personal financial liability. The Resident and/or Responsible Party agree to provide payment from the Resident's income, assets, funds and resources for any portion or all of the applicable private pay room and board daily rate and the ancillary charges incurred for services not covered by third party payors. The Responsible Party is the person signing this Agreement who agrees to be responsible to assist the Resident

in meeting his or her obligations under this Agreement. The Responsible Party agrees to make all reasonable efforts to assist Loretto in meeting the Resident's responsibility to obtain payment for care in Loretto. The Responsible Party does agree to use his or her personal resources if he or she breaches his or her obligations, duties or responsibilities arising out of or in connection with this Agreement, or fails to comply with the provisions of this Agreement, including but not limited to, e.g., the obligation to provide truthful information and to assist the Resident in the use of his/her income, assets, funds and resources to be applied toward the cost of care and to duly and timely apply for, pursue and maintain government benefits for the Resident (to include Medicaid nursing home care coverage and benefits).

NOTE: The execution of this Agreement by the Responsible Party shall not serve as a third party guarantee of payment in violation of applicable law and regulations. Notwithstanding the foregoing, the Responsible Party will be held personally responsible and liable if his/her actions or omissions have caused and/or contributed to non-payment of Loretto' fees. Such actions or omissions include, but are not limited to, the following:

(i) failing to utilize the Resident's income, assets, resources and/or funds to pay for the Resident's care at Loretto when the Responsible Party has access to or control over the Resident's income, assets, resources and/or funds including but not limited to by way of Power of Attorney, access to joint accounts and/or the like;

(ii) misappropriating or misuse of the Resident's funds;

(iii) failing to duly and timely remit the Resident's social security, and/or pension and/or other income to Loretto, including but not limited to the Resident's monthly contribution or Net Available Monthly Income (NAMI);

(iv) failing to duly and timely provide requested information and/or documentation to Loretto or third party payor, such as an insurer or local department of social services (e.g. Medicaid); and/or

(v) providing false, misleading or incomplete information and/or documentation, regarding matters including, but not limited to, the Resident's financial resources, immigration status, government or other benefits and/or third party insurance coverage.

In addition to the foregoing, any failure of the Responsible Party to use the Resident's income, assets, resources and funds in accordance with this Agreement to include the failure to use such for the Resident's care at Loretto will also constitute a breach of this Agreement on the part of the Responsible Party.

- We will notify you in writing at least sixty (60) days in advance of any changes in the daily rate.
- Charges are incurred for the day of admission, but not for the day of discharge if discharge occurs before 11:00 AM. If a bed is "reserved" prior to admission, the per diem rate will be charged for each day that the bed is reserved.
- Any charges paid in advance will be refunded upon death or discharge.
- Tips or gratuities to Loretto or to any of its employees, staff or volunteers are prohibited.

IV. RELEASE OF INFORMATION

The undersigned Resident and/or Responsible Party does hereby authorize and direct Loretto:

(a) To forward copies of all pertinent medical records, and corresponding documents to all duly authorized government agencies, representatives, and/or treating facilities upon receipt by said facility of an appropriate request.
(b) To release medical, demographic, insurance and other information necessary and pertinent to the procurement of any and all Medicare, Medicaid, Medicare Managed Care/HMO, Medicaid HMO, or private third party insurance benefits to which the Resident is entitled as reimbursement for services provided by Loretto and/or other treating facilities under this Agreement.
(c) To receive on behalf of the Resident direct payment for all Medicare, Medicaid and/or third party insurance benefits otherwise payable to the Resident for all services furnished to the Resident by Loretto or the vendor providing such services under this Agreement.

V. MEDICARE ELIGIBILITY

When your Medicare Part A coverage expires, unless you are eligible for Medicaid coverage, you will be responsible for payment of Loretto's private daily rate and you will be responsible for those other obligations as set forth in this Agreement. Loretto will review your eligibility for Medicare Part A benefits and will notify you and your Responsible Party if Medicare Part A is denied.

VI. MEDICARE PART D

Beginning January 1, 2006, Medicare will cover certain prescription drugs through a new Part D program. Although the program is voluntary, New York State law requires Medicaid applicants and recipients to enroll in Medicare Part D as a condition of eligibility for Medicaid. Loretto is available to assist you in selecting a prescription plan so that you continue to have timely access to the medication you need.

VII. MEDICAID APPLICATION

The Resident and Responsible Party agree to fully cooperate with the County Department of Social Services in the Medicaid application/recertification process. The Resident and Responsible Party agree to provide complete information and documentation on a timely basis to the appropriate County Department of Social Services as necessary to complete the Medicaid application or Medicaid recertification or as otherwise requested by the County Department of Social Services, including, but not limited to the disclosure of a description of any interest that the Resident or the Resident's spouse has in an annuity. All such information, documentation and disclosures are to be provided within the time frames requested by the County Department of Social Services.

In the event the Medicaid application or Medicaid recertification is denied due to a transfer of assets within the applicable Medicaid "look-back" period or due to an equity interest in the Resident's home that exceeds the current equity interest limitation, the Resident and the Responsible Party agree to take one or more of the following actions, as appropriate, to qualify for or to continue eligibility for Medicaid:

a. undertake, to the Resident's and/or the Responsible Party's best efforts, all reasonable actions necessary to have the transferred assets returned to the Resident or to obtain the fair market value for the assets transferred;

b. designate the state in any annuity purchased by or on behalf of the Resident or the Resident's spouse as the remainder beneficiary in either the first or second position, as appropriate, under applicable Medicaid laws and regulations and restructure any such annuity as necessary, including, but not limited to, the removal or elimination of any deferral or balloon payments, the provision for payments in equal amounts during the term of the annuity, ensuring that the annuity is actuarially sound, ensuring the annuity is irrevocable and non-assignable; or

c. with respect to home equity interest in excess of the Medicaid limit, sell the home at fair market value or secure a reverse mortgage or home equity loan to reduce the equity interest in the home to below the Medicaid limit.

In addition, the Resident and the Responsible Party agree to forego the purchase of a promissory note, loan, mortgage or life estate, unless such purchase will not adversely affect the Resident's eligibility or continued eligibility for Medicaid.

If due to a transfer of assets or due to an equity interest in the Resident's home in excess of the Medicaid limit, the Resident's Medicaid application or Medicaid recertification is denied, the Resident and/or the Responsible Party hereby agree to timely request and prosecute a hardship waiver application with the appropriate County Department of Social Services. Alternatively, the Resident and the Responsible Party agree to consent to Loretto requesting and prosecuting a hardship waiver application and will agree to sign an appropriate authorization when and if the need arises.

Loretto may provide you with information and/or assistance with the Medicaid application. In order for Loretto to do so, it is essential that you or your Responsible Party timely provide complete and accurate information and records as requested.

VIII. FINANCIAL RESPONSIBILITY

Resident and Responsible Party agree to use all of the Resident's income, assets and/or financial resources to pay Loretto for nursing and other services rendered to Resident, and any and all ancillary charges incurred by Resident, from the Resident's income, assets and/or financial resources. Resident and Responsible Party agree that a failure to comply with the terms of this Agreement to include but not limited to this provision shall be deemed a breach of this Agreement, for which Loretto shall have recourse against the Resident and/or Responsible Party. Any financial loss or damages experienced by Loretto as a result of or due to the Resident's and/or Responsible Party's failure to comply with or any breach of this Agreement shall become the personal liability of the Resident and/or Responsible Party, including but not limited to any damages to Loretto and/or for any and all expenses or collections costs incurred by Loretto in connection therewith. Such expense and/or collection costs will include, but may not be limited to, reasonable attorneys' fees, court costs and related disbursements.

Medicare Part B Benefits covering physician and other therapeutic services you receive at Loretto will be applied for by Loretto and will be paid to the facility on your behalf. The receipt of Medicare funds for physician and other therapeutic services will not reduce the daily charge for covered services that you pay. You will be billed, as required by law, for all deductible and co-payments under the Medicare Part B program. If you have some form of wrap around insurance policy and provide that information to us, we will bill the insurance carrier on your behalf to facilitate reimbursement to you.

IX. PERSONAL PROPERTY

Lost/damaged items must be reported at time of occurrence to Loretto's Social Service Department. The Resident has the option to keep valuable personal property (such as jewelry, money and clothing) in a locked drawer in his or her room, or to request Loretto to hold said property for safekeeping. It is the responsibility of the Resident, Resident's Spouse and/or Responsible Party to arrange for the disposition of the Resident's property upon discharge. Property left in Loretto for more than thirty (30) days after discharge will be disposed of at the discretion of Loretto.

Resident must pay for damages suffered and money spent by Loretto relating to any claim arising from any wrongful or negligent act of resident. Resident is responsible for all acts of resident's family, employees, guests and invitees. Resident is encouraged to obtain renter's insurance at resident's expense.

X. TRANSFER AND DISCHARGE

Temporary Absence (also referred to as "bed hold" or "bed leave")
If the Resident leaves Loretto due to a hospitalization or therapeutic leave, subject to and pursuant to applicable law Loretto may not be obligated to hold the Resident's bed available until his or her return, unless prior arrangements have been made for a bed hold pursuant to Loretto's "Bed Hold Reservation Policy and Procedure." The Resident and/or Responsible Party acknowledge receipt of the Facility's "Bed Hold Reservation Policy and Procedure", and agree to pay any and all bed hold charges incurred by the Resident.

In the absence of a bed hold, the Resident may be placed in any appropriate bed available in Loretto at the time of his or her return from hospitalization or therapeutic leave.

Before a Resident is transferred to a hospital, the attending physician will inform the Resident's Responsible Party or responsible family member accordingly, except in an extreme emergency, when Loretto staff have tried but have been unable to reach the Responsible Party or family member. In that circumstance, the Responsible Party or family member will be forwarded a letter restating when and where the Resident was transferred and restating Loretto's bed hold policy and procedure.

Private Pay Residents who elect to retain a bed in Loretto during a period of hospitalization or therapeutic leave may do so by:

1. Notifying the Social Services Department and Admissions Department via telephone;
2. Signing a bed guarantee letter with the Social Services Department and/or Admissions Department stating their intent to hold their bed at Loretto's private pay rate; and
3. Continuing payment at the private pay rate.

Medicare Residents are not entitled to reimbursement for Bed Hold or Therapeutic Leave under the Medicare Program. However, Medicare Residents may elect to retain a bed in Loretto by following the Private Pay Resident Bed Reservation policy above.

Medicaid Recipients may be eligible for a bed hold subject to and pursuant to applicable law and pursuant to the Facility's "Bed Hold Reservation Policy and Procedure". Medicaid recipients

who are not entitled to bed hold or do not meet the eligibility requirements for bed hold including those whose bed hold has expired or has been terminated, may elect to secure the same bed in Loretto by:

1. Notifying the Social Services Department and Admissions Department via telephone;
2. Signing a bed guarantee letter with the Admissions Department and/or Social Services Department stating their intent to hold their bed at Loretto's private pay rate.

Medicaid Residents who are not entitled to Bed-Hold or Therapeutic Leave and who choose to leave Loretto (i.e., family member chooses to take resident home for the weekend/holiday) may only secure their bed in accordance with the Facility's Bed Hold Reservation Policy and Procedure by following the "Private Pay" bed hold procedure stated above and paying Loretto at the Private Pay daily rate.

Intra-Facility Room Change

Loretto does not guarantee permanent placement on any units or floors. Admitting rooms should not be considered as one's permanent location. There are many factors that may preclude one from remaining in their admitting room or that may warrant a transfer to another room or unit. The ultimate goal is to ensure the most appropriate and best placement for all residents thus enhancing their quality of life.

Loretto reserves the right to transfer the Resident to a new room within the facility on an as-needed basis, upon prior written notice to the Resident and the Responsible Party, which shall include a reason for the change, and consultation with the Resident and/or the Responsible Party, consistent with applicable law. Residents that are admitted as short-term Residents who subsequently become long-term Residents will be the subject of an intra-facility transfer to rooms that are better suited for long-term Residents. Loretto may also initiate a room change for medical or social reasons consistent with applicable law and the Resident's rights. Such notice and consultation will not be required under the following circumstances: 1. The Resident has requested the change; 2. The medical condition of the Resident requires a more immediate change; or 3. An emergency situation develops. Under such circumstances, Loretto will endeavor to give the Resident and/or the Responsible Party prior notice of such change.

Discharge Planning

Loretto works cooperatively with all residents to assist them with achieving their highest level of independence. A part of this effort is active discharge planning. By signing this Agreement, the Resident agrees that if at any time the Resident's care needs can be effectively managed outside of a Skilled Nursing Facility, the Resident will work cooperatively with Loretto on discharge planning to an appropriate non-Skilled Nursing Facility. The most typical assessment tool used is the Patient Review Instrument (PRI). PRI scores of PA, PB, BA, or CA will automatically trigger review, as they are typically well served in non-Skilled Nursing programs.

Voluntary Discharge

If the Resident no longer requires the services provided by Loretto, or voluntarily wishes to be discharged, the Resident and/or the Responsible Party will work cooperatively to develop and implement a safe, appropriate, and timely discharge plan.

Involuntary Discharge for Non-Payment

To the extent authorized by applicable law, Loretto reserves the right to discharge the Resident if the Resident and/or the Responsible Party has failed to pay for, or secure third party coverage of the Resident's care at Loretto. Non-payment also occurs when the applicable Resident NAMI

is not delivered to Loretto or as otherwise required by Medicaid. The Resident may be discharged for non-payment only if the charge is owed and is not in dispute or funds are actually available or would be available to the Resident and/or the Responsible Party refuse to cooperate with Loretto in obtaining such funds or there is no appeal of a denial of benefits pending. Non-payment applies if the Resident and/or Responsible Party does not submit necessary paperwork for third party payment, including but not limited to Medicaid payment, or after the third party, including but not limited to Medicaid, denies the claim and the Resident or and/or Responsible Party refuse to pay for the Resident's stay at Loretto. Such discharge will comply with Federal rules as contained in 42 CFR 483.15 and New York rules pursuant to 10 N.YC.R.R. Section 415.3.

Involuntary Discharge for Non-Financial Matters

Loretto may transfer or discharge the Resident if 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 Loretto; the resident's health has improved sufficiently and the resident no longer needs the services provided by Loretto; the health or safety of individuals in Loretto would otherwise be endangered and all reasonable alternatives to transfer or discharge have been explored and have failed to safely address the problem; and for any other reason permitted by applicable law to include in accordance with federal rules/regulations as contained in 42 CFR 483.15 and New York State rules as contained in 10 NYCRR Section 415.3, as same currently exist or as hereinafter amended or modified.

Upon discharge or transfer, it is the responsibility of you and the Responsible Party to arrange for the removal of your property (furniture, pictures, clothing, etc.) from Loretto.

XI. SMOKING POLICY

Given the threat posed by smoking to the health, safety, and wellbeing of our residents, Loretto has undertaken a smoke-free initiative. Therefore, as of 7/1/13, the campus of Loretto is a tobacco-free environment. No smoking or tobacco products are allowed in any of the campus buildings or on the grounds of Loretto.

XII. GOVERNING LAW/DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Although it is hoped that any dispute, claim, demand or controversy between the Resident and Loretto will not occur, we believe that when disputes, claims, demands or controversies do arise, it is in our mutual interest to handle them promptly and with minimum disturbances. Accordingly, to provide for a faster, less costly, and more confidential solution to disputes, claims, demands or controversies that may arise, the Resident and Loretto agree that any disputes, claims, demands or controversies exceeding the jurisdictional threshold for small claims court shall be resolved by final and binding arbitration pursuant to the attached Arbitration Addendum, the terms/provisions of which are incorporated herein by reference and made a part hereof. Notwithstanding any other provision contained herein or in the Arbitration Addendum, the agreement to arbitrate and the Arbitration Addendum shall not be binding on or enforceable against the parties unless and until the attached Arbitration Addendum is signed by the Resident or the Resident's legal representative with authority to act for the Resident. Signing the Arbitration Addendum is neither a condition of admission, nor a requirement to continue to receive care at Loretto.

XIII. ACKNOWLEDGMENT

We have been informed of and given copies of the Resident's Handbook, "Your Rights as a Nursing Home Resident in New York State", Resident Bill of Rights, information on advance directives, grievances and Notice of Privacy Practices. Your signature acknowledges your understanding and agreement to comply with the terms, conditions and requirements of this Agreement along with your acceptance of the rights and responsibilities (under separate cover) as a resident of Loretto, and your acknowledgment of receipt of the above referenced documents and executed copy of this Agreement.

Resident's signature _____ Date: _____

Print Name _____

Responsible Party _____ Date: _____

Print Name _____

Relationship _____

Address _____

Telephone Number Work: (____) _____

Home: (____) _____

Cell: (____) _____

Witness:

_____ Date: _____

Witness:

_____ Date: _____

Loretto Representative:

IN COMPLIANCE WITH NEW YORK STATE AND FEDERAL LAWS WHICH PROHIBIT DISCRIMINATION BASED ON RACE, CREED, COLOR, NATIONAL ORIGIN, AGE, SEX, SEXUAL ORIENTATION, SEXUAL PREFERENCE, DISABILITY, BLINDNESS, MARITAL STATUS, RELIGION, SPONSORSHIP, OR SOURCE OF PAYMENT. THIS FACILITY ADMITS AND TREATS ALL RESIDENTS ON A NON-DISCRIMINATORY BASIS.

ARBITRATION ADDENDUM

This ARBITRATION ADDENDUM (this "Addendum") is entered into by and between the Loretto Health Care Facility referenced on the face page of the Admission Agreement (hereinafter the "Facility") and the Resident (hereinafter the "Resident" or "you" or "your").

Arbitration is different than a legal action commenced in court. In some instances arbitration may be less expensive than traditional litigation and may result in faster and more efficient resolution of disputes between the parties. However, by agreeing to arbitrate the parties hereto are agreeing to waive any right to have any dispute heard in a court of law by a judge or jury. You may wish to seek legal counsel before signing this Addendum.

Subject to the provisions contained herein, the agreement to arbitrate governs any and all past, present or future disputes between you and the Facility, whether arising from the terms of the Admission Agreement or as a matter of state or federal law. The obligation to arbitrate applies equally to the parties hereto. The parties agree that the mutual obligation is valid and sufficient consideration for waiving the right to a trial by jury or a judge in a court of law.

Subject to the provisions contained herein, any dispute, claim, demand or controversy arising out of, or relating to, your stay at the Facility, the care provided to you by the Facility [including arising out of any act or omission related to any service provided to the Resident (including, without limitation, any room and board and any rehabilitative, skilled nursing or other health care services)], the Admission Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined as follows:

1. Recognizing that the benefit of arbitration in providing a faster and less costly procedure for the resolution of disputes is not necessary for claims within the jurisdiction of Small Claims and Commercial Small Claims Courts, any dispute, claim, demand or controversy meeting the jurisdictional requirements for such courts under the Consolidated Laws of the State of New York shall be heard exclusively in such Small Claims or Commercial Claims Court.

2. All other disputes, claims, demands or controversies between you and the Facility shall be submitted to and resolved exclusively by confidential binding arbitration, and not by resort to a judicial proceeding, except to the extent that applicable state or federal law provides for judicial review of arbitration proceedings or the judicial enforcement of arbitration awards. Arbitration under this Addendum shall be conducted before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") or, if the AAA declines to hear and/or oversee such arbitration, such other similar rules and procedures as the parties may reasonably agree to in writing. The arbitration shall take place at the AAA office located closest to the Facility, unless the parties mutually agree to, or AAA requires, a different location. Each party shall bear its own costs related to the arbitration except that any fees of the arbitrator(s), AAA, or any other neutral body or arbitration service provider shall be split evenly between the parties. Notwithstanding the foregoing, the prevailing party in the arbitration shall be entitled to an award of the arbitration fees it paid, or will be required to pay, AAA, or any other neutral body or arbitration service provider.

This Addendum to arbitrate includes, but is not limited to, any dispute, claim, demand or controversy for payment, nonpayment or refund for services rendered to the Resident by the Facility, violations of any statutory, common law or contractual rights of Resident or the Facility,

fraud, misrepresentation, negligence, gross negligence, malpractice, or any other Claim alleging any deviation or departure from accepted standards of medical or other professional care or safety. This Addendum to arbitrate shall not in any way limit the Resident's right to file a grievance or complaint, formal or informal, with the Facility or any appropriate state or federal regulatory agency; and nothing contained herein shall be deemed to prohibit or in any way discourage the Resident or anyone else from communicating with federal, state or local officials, including but not limited to, federal and state surveyors, other federal or state health department employees, and representatives of the Office of the State Long-Term Care Ombudsman, in accordance with 42 CFR section 483.10(k).

The parties agree that damages awarded, if any, in an arbitration conducted pursuant to this Addendum shall be determined and decided by the Arbitrator in accordance with the substantive law and provisions of the State of New York or federal law applicable to a comparable civil action. Subject to the foregoing, either party shall be entitled to any remedies that would otherwise be available to him/her/it under applicable federal, state, or local laws. The Arbitrator shall be neutral and selected according to the applicable arbitration rules and procedures. Each party shall, subject to the applicable arbitration rules and procedures, be entitled to the exchange of non-privileged information relevant to the disputes, claims, demands or controversies submitted to arbitration. Each party agrees that he/she/they/it shall undertake to keep confidential all awards and orders in the arbitration, as well as all information and materials in the arbitral proceedings not otherwise in the public domain, unless disclosure is required by law or is reasonably necessary for the enforcement of a party's legal rights. Either party may, without inconsistency with this Addendum to arbitrate, seek from a court any provisional remedy to protect such confidentiality. Furthermore, the parties agree that any information disclosed during the arbitration process, as well as any arbitration award, shall be kept strictly confidential and shall not be communicated or shared with any person other than each party's legal or financial advisors. Notwithstanding the foregoing, any award of the Arbitrator may be entered as a judgment in any court of competent jurisdiction. Any award of the Arbitrator is final and binding.

The Facility is engaged in interstate commerce; as such these arbitration provisions are governed by the Federal Arbitration Act, 9 U.S.C. § 1 et. seq.

This Addendum shall remain in effect for all care and services subsequently rendered at the Facility, even if such care and services are rendered following the Resident's discharge and readmission to the Facility. Each party hereby agrees to execute such further agreements or documents as may be necessary following any dispute, claim, demand or controversy to give effect to the provisions of this Addendum. The binding arbitration provisions of this Addendum shall be a complete defense to any suit, action, or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any dispute, claim, demand or controversy arising between the parties which is subject to arbitration as set forth herein.

This Addendum shall inure to the benefit of and bind the parties hereto, their agents, heirs, successors and/or assigns, including, without limitation, all agents, employees and servants of the Facility and shall be enforceable by such agents, employees and servants as third-party beneficiaries, and by all persons whose dispute, claim, demand or controversy is derived through or on behalf of the Resident, including but not limited to that of any parent, spouse, child, guardian, executor, administrator, legal representative, estate or heir of the Resident.

The Resident and/or his/her legal representative acknowledge that this Addendum has been explained to him/her and by signing this Addendum acknowledges that he/she understands the Agreement. Notwithstanding any other provision contained in the Admission Agreement or this Addendum, the agreement to arbitrate and this Addendum shall not be binding on or enforceable against either party unless and until this Addendum is signed by the Resident or the Resident's legal representative with authority to act for the Resident.

IN WITNESS WHEREOF, the Resident and the Facility have entered into this ARBITRATION ADDENDUM effective as of the date set forth in the signature block below.

RESIDENT

_____
Name:
Date:

If executed on behalf of Resident - by legal representative with authority to act for Resident

_____
Name:
Title:
Date:

FACILITY

By: _____
Name:
Date: