

COMMONS HEALTH CENTER
ADMISSION AGREEMENT

Introduction

Current Basic Daily Rate (SNF): _____

This is an agreement (“Agreement”) between BSL/BN COMMONS SNF OPERATOR LLC d/b/a Benchmark Senior Living at The Commons in Lincoln (“we” or “us”), _____ (“you”), and _____ (the "Responsible Party") setting forth terms and conditions for your stay at Benchmark Senior Living at The Commons (the “Facility”). This is a legal document creating rights and obligations for each person or party signing the Agreement. Please read the Agreement carefully before you sign it. If you do not understand any provision of this Agreement, you should not sign the Agreement until you obtain clarification of the provision you do not understand. You are encouraged to have this Agreement reviewed by your legal representative or by any other advisor you may have before you sign the Agreement.

In consideration of the mutual promises set forth in this agreement, the Facility, you, and the responsible party hereby agree as follows:

A. Responsibility Party/Legal Representative

1. References to Responsible Party

There are spaces for this Agreement to be signed by a Legal Representative and/or Responsible Party, if applicable.

A Responsible Party is an individual who voluntarily agrees to honor specified obligations of the Resident under this Agreement as described herein without incurring any personal financial liability. Examples of a Responsible Party include a relative or a friend of the Resident or a Health Care Proxy. We may not require a person to sign this Agreement as a Responsible Party unless the person has legal access or physical control of the Resident’s available income or resources to pay for the care and services we provide. We may decline to admit any Resident who has no source of payment for all or part of the Resident’s stay.

A Legal Representative is an individual who under independent legal authority has authority to act on the Resident's behalf. Examples include a court-appointed guardian and/or a conservator, and/or the holder of a durable or springing power of attorney executed by the Resident. Documents evidencing a person's Legal Representative status must be provided to us. Except in the case of a guardian, a Legal Representative automatically serves as a Responsible Party. If you have a Legal Representative, he or she must sign this Agreement for it to be valid.

2. Obligations of a Legal Representative or Responsible Party under this Agreement.

If you sign this Agreement as a Legal Representative or Responsible Party, you agree to use the Resident's available income and resources (in contrast to your own income and resources) to pay for the Resident's care and services. You also agree to apply for benefits to which the Resident may be entitled, and to furnish third party payors with information and documentation concerning the Resident which reasonably are available to you and which are necessary to the processing of the Resident's application for third party payor benefits. If you fail to pay for Resident's care and services, we may take any and all appropriate action, including termination of this Agreement.

3. Limitations on the Obligations of a Legal Representative and Responsible Party under this Agreement.

If you sign this Agreement as a Legal Representative or Responsible Party you incur no personal financial liability by doing so. We may not require a third party to guarantee payment to us as a condition of admission to, of expedited admission to, or of continued stay in our Facility. You do, however, acknowledge and agree that (i) you want Resident to be admitted to and receive the care and services provided by the Facility, (ii) you are making certain promises and undertaking certain obligations in this Agreement, and (iii) the Facility is admitting the Resident and providing care and services in reliance upon these promises. You are personally liable for any damages incurred by the Facility due to your failure as Legal Representative/Responsible Party to fulfill your obligations under this Agreement.

4. Rights of Legal Representative or Responsible Party Under This Agreement.

By signing this Agreement as a Legal Representative or Responsible Party, you

have the right to participate in the care planning process for the Resident, and we agree to notify you when there is 1) an incident involving the Resident that results in injury and has the potential for requiring physician intervention, 2) a significant change in the Resident's physical, mental, or psychosocial status, or 3) a need to alter treatment significantly. You are also entitled to receive all notices required to be sent to the Resident by law or by this Agreement.

B. Payment

Beginning on the ____ day of _____, 201_, we shall provide nursing facility care and services to you in exchange for payment. You are responsible for paying for the nursing facility care and services we provide to you as described below. We participate in the Medicare Program.

NOTE: The Facility does not participate in the Medicaid/MassHealth (Title 19) program. Medicare or private insurance may pay for part of your stay (please see Section B.2 below). You are responsible for paying for your care if Medicare or private insurance is not available to cover the cost of your care. As set forth herein, we will cooperate in your transitioning to a nursing facility that accepts MassHealth (Medicaid) should that be necessary.

1. Private Payment

Our basic daily rate is shown on page 1 of this Agreement. You agree to pay us our daily rate for each day of nursing facility care and services we provide to you. We charge the basic daily rate for the day of admission and the day of discharge except when prohibited by law. Payment for a portion of a month shall be based on the number of days in the month we provide care and services to you.

The basic daily rate includes payment for nursing services, use of a bed and the room in which the bed is located, linens, bedding, incontinence supplies, routine laundry service, regular meals and snacks, certain equipment, social services, activities, and routine personal hygiene items which are required to meet your needs. Local telephone, cable and Internet service are also included in the basic daily rate. Certain items and services are not covered in the basic daily rate. Extra charges for those items and services are set forth in **Exhibits A and A-1** to this Agreement or they may be billed to you directly by the provider.

Account statements are mailed prior to the first of each month for that month's care. Statements also include the actual charges for any services not included in the daily rate during the prior month. These statements are payable as set forth at

Section (B)(6), below.

2. Third Party Payor Programs in General

We participate in the Medicare Program as a provider of nursing facility care and services. If you are eligible for Medicare benefits, we agree to accept payment from the Program in lieu of our daily rate; however, you remain responsible for paying all co-payments, coinsurance, deductibles, patient paid amounts and charges for items and services that the Program does not cover.

We also participate as providers of nursing facility care and services offered by other third party payors such as private insurance companies. If you are entitled to benefits under insurance offered by a non-Medicare insurance program and if we participate as a provider under the program, we agree to accept payment from the program in lieu of our daily rate; however, you remain responsible for paying all co-payments, coinsurance, deductibles, patient paid amounts and charges for items and services that the program does not cover. Any appeal of a private insurance coverage decision is solely your responsibility and a pending appeal will not impact your obligation to pay for the services for which coverage was denied. If insurance payment is ultimately received, we will promptly reimburse you. Information concerning coverage under the Medicare program, is set forth in **Exhibit B** to this Agreement. We do not participate in the Medicaid/MassHealth program.

3. Billing and Changes in Rates

We shall provide you with monthly statements itemizing all charges incurred by you. We shall provide you with at least sixty (60) days' written notice of any increase in the basic daily rate or in the extra charges for items and services set forth in Exhibit A to this Agreement.

4. Collection Costs and Attorneys' Fees

We may not require you or your Legal Representative or Responsible Party to agree, as a condition of admission, expedited admission, or continued stay in our Facility to pay attorney's fees or any other costs incurred in collecting payment for nursing facility care and services we provide to you.

5. When We Hold a Bed for You

If we hold or reserve a vacant bed for you at your request and the charges for the bed are not paid by insurance or by any third-party payor, you are responsible for paying our daily charges for the bed for each day we hold or reserve the bed for you. Private Pay Residents on leave of absence or in the hospital are billed

automatically to hold the bed unless otherwise indicated. Under other circumstances, arrangements can be made to reserve the Resident's bed on specific request to the Facility at the current per diem rate.

The Facility and its owners, directors, officers, members, managers, agents and employees assume no responsibility for any injury, illness, or deterioration in your condition that may occur which you are temporarily absent, with or without physician or Facility approval. You release the Facility, its owners, directors, officers, members, managers, agents and employees from all liability for any injury, illness or deterioration in your condition that may occur while you are temporarily absent.

6. We Do Not Extend Credit

We neither extend credit nor accept payment in installments. We do not accept payment via credit card. Payments of the aggregate daily rate are due in advance on the first day of each month. All other fees are due and payable upon receipt. In the event that payment in full has not been received by the last day of the month in which the statement is dated, a service charge of one and one-half percent per month of the outstanding balance will be added to the bill. You agree to reimburse the Facility for any bank charges arising from checks returned due to insufficient funds or for any other reason.

Any payment made by you or on your behalf (for example, by an insurance company or governmental entity), which is less than the full amount due to us under this Agreement shall be treated as a partial payment on your account even if you or someone on your behalf places a statement or endorsement on a check that the lesser amount is payment in full.

7. Refunds Due to You

Payments properly made by you to us are not refundable except that, in the event of your death or transfer or discharge, we will refund the appropriate prorated portion of any advance payment made by you or on your behalf. We will refund to you any credit balance within a reasonable time not to exceed thirty (30) days after we have applied such balance toward outstanding fees for services provided by us.

8. Notice to Us When You Leave Our Facility

You may leave our Facility at any time. However, for payment purposes we require two (2) days' advance notice and may charge you for two days if you leave our Facility without two (2) days' advance notice.

C. Your Right to Remain In Our Facility

1. Voluntary Transfer and Discharge

You may discharge yourself from our Facility at any time, if you so desire, subject to our right to charge you for two days if you leave our Facility without two (2) days' advance notice. Any outstanding charges payable by you and not third party payers such as Medicare become due and payable on the day you leave. We agree to cooperate as necessary in arranging for your voluntary transfer or discharge.

2. Involuntary Transfer and Discharge

a. Transfer Within the Nursing Facility

We may not transfer you from room to room within our Facility contrary to your wishes except to meet your health care or safety needs which otherwise could not be met, as documented in your clinical record by your attending physician.

b. Transfer from Unit or Discharge From Nursing Facility. We may involuntarily transfer or discharge you only for one of the following reasons:

- 1) the transfer or discharge is necessary for your welfare because your needs cannot be met in our Facility;
- 2) the transfer or discharge is appropriate because your health has improved sufficiently so that you no longer need the services of our Facility;
- 3) your presence in our Facility endangers the safety or health of other individuals;
- 4) you have failed, after reasonable and appropriate notice, to pay for (or to have paid under Medicare) your stay, and in the case of Medicare, when you have failed to cooperate to apply for Medicare coverage and to exhaust your appeal rights if such coverage is denied, or if such coverage is denied for reasons within your control; or
- 5) we cease to operate as a nursing facility.

c. Limitations on Involuntary Transfers/Discharges. We may not

discharge you without your consent except for grounds (1) through (5) described in Section C(2)(b) above and in accordance with the procedures set forth under state and federal law.

Before we involuntarily transfer or discharge you, we shall give you and your Legal Representative or Responsible Party written notice of the proposed transfer or discharge. This written notice shall be given at least 30 days before the proposed transfer or discharge, although we may give reasonable notice of less than 30 days if the reason for the proposed transfer or discharge is based on the safety or health of you or others, or if you have resided in the Facility for less than 30 days. Among other things, the written notice shall specify the reasons for the proposed transfer or discharge, the effective date of the proposed transfer or discharge, and the location to which you will be transferred or discharged. The written notice shall also notify you of your right to appeal the transfer or discharge decision, and provide you with the names and phone numbers of agencies available to furnish you with legal and other assistance.

3. Hospital Transfers

We maintain transfer agreements with local hospitals. In the event you require medical services not available at the Facility, subject to the orders of your attending physician, you may be transferred to any hospital indicated by the physician. You hereby consent to any such transfer unless you direct otherwise at the time of transfer. In the case of an emergency, you may be transferred to any hospital with which we maintain a transfer agreement. We are not responsible for payment for care and services provided to you by any hospital, other health care facility, or any other health provider or professional.

4. Non-Medicaid Participation

This Facility does not participate in the MassHealth (Medicaid/Title 19 program). If you need to move to a nursing home that accepts MassHealth because your income and assets are no longer sufficient to pay for your care, we will provide limited assistance (for example, locating Medicaid- participating nursing homes in the area, coordinating a discharge plan). You are responsible for finding and arranging for your admission to the MassHealth participating facility.

D. Your Personal Property

1. Management of Your Funds

You have the right to manage your personal financial affairs. At your written request, we will hold and safeguard money for you, and will release this money

upon your later written request. If the money we hold for you exceeds \$100.00, we will place that money in an interest-bearing account. Negative balances are not permitted. We will provide you with an accounting of these funds upon your request, and at least once every three months.

2. Secured Space

We offer security for your personal belongings by providing a reasonable amount of secured space. We will provide a lock box (locking drawer) for your valuables and we encourage you to make use of it. We, however, cannot be responsible for any loss or damage to your valuables or money that are not delivered into the custody of the Facility Administrator or his/her designee, unless that loss or damage is caused by the negligent, reckless or willful action of the Facility staff.

3. Waivers of Liability Not Permitted

We may not require you, or your Legal Representative or Responsible Party, to agree to waive or limit our liability for loss of personal property or injury suffered as a result of negligence on the part of our Executive Director or of our employees or agents. However, we are only responsible for loss of personal property or injury that is caused by negligence on the part of our Executive Director, our employees, or agents.

E. Medical Treatment

1. Right to Consent to or Refuse Medical Treatment

By signing this Agreement, you consent to receive the nursing facility care and services we have agreed to provide you. You consent to routine nursing care and medical care, as recommended by your attending physician. You have the right to consent to or refuse any nursing care or medical treatment. If you are incapable of making your own medical decisions, or become so in the future, we will follow the direction of a legally authorized alternative health care decision maker such as a Health Care Proxy or guardian. You have the right to be fully informed about the nursing care and medical care we provide to you, and we are available to answer your questions about the nursing care and services we have agreed to provide you.

2. Choice of Health Care Providers

a. Choice of Doctor

You have the right to receive care from an attending physician of your choice, and you agree to provide us with the name and telephone number of your attending physician. All attending physicians must be credentialed by our Facility. If you have no attending physician, or do not provide us with the information concerning

your attending physician, we shall consult with you and assist you in selecting an attending physician of your choice. If after consultation, you do not select a physician, we will select an attending physician for you. If we select an attending physician for you, we shall make all reasonable efforts to ensure that the services of the physician are covered by your health insurance, if any, and we shall provide you with the physician's name, phone number and specialty. In the event of a life-threatening emergency, we will make reasonable efforts to contact your attending physician, and if we are unable to do so, we may obtain a physician's services for you. You are responsible for payment for physicians' services.

b. Choice of Pharmacy

While residing at our Facility, you have the right to utilize the services of a pharmacy of your choice; however, you acknowledge that your choice of pharmacy may be subject to limitations imposed by your health insurance provider. Our Facility, however, may order any prescribed necessary medications from its pharmacy of choice if your pharmacy is unavailable or unable to provide any such necessary medications. You authorize us to use generic name medications except as otherwise ordered, in writing, by your physician. If you choose coverage under Medicare Part D, you are encouraged to select a plan that covers as many medications as possible.

If you select your own provider, that pharmacy must agree to provide services in accordance with all applicable federal and state statutes and regulations and the requirements of the Facility, including but not limited to 24-hour service and delivery, labeling, unit dose form, and monitoring. You agree not to bring medications or drugs into the facility unless those medications or drugs are accurately labeled and delivered to our Director of Nursing or a nursing supervisor in charge of the nursing station responsible for your care. The Director of Nursing Services and the Consultant Pharmacist are also authorized to destroy any excess or undesired medications in accordance with Facility policy and any applicable law.

F. Visitors

You may have visits from family members, physicians, or representatives of the Ombudsman Program at any time. Other persons may visit you during reasonable visiting hours.

G. Release of Information

(a) You authorize us to release medical or other information about you that is necessary to complete insurance claims, determine coverage or eligibility and obtain payment from governmental agencies, including but not limited to the federal Center for Medicare and Medicaid Services and its agents, to respond to inquiries from governmental agencies and private insurers providing reimbursement for your care, and/or to complete medical records. This authorization remains in effect for as long as necessary for the Facility to secure reimbursement on your behalf. During your stay, you authorize us to require a standard method for your identification, e.g., an identification bracelet or photographic print.

(b) You authorize us to release your discharge planning summaries and medical information to any other health care institution or provider to which you are transferred or from which you are receiving care, and as otherwise required or permitted by law, throughout your stay at the Facility and thereafter as required or permitted by law.

(c) Your Legal Representative or Responsible Party has the right to receive all notices required to be sent to you by law or by this Agreement and to participate in your care planning process. We agree to notify such individual when there is 1) an incident that results in injury to you and has the potential for requiring physician intervention, 2) a significant change in your physical, mental, or psychosocial status, or 3) a need to alter treatment significantly.

H. Our Rules and Regulations

You agree to comply with such reasonable rules, regulations, policies and procedures as we from time to time establish and make available to you subject to reasonable accommodation of your individual needs and preferences. You agree that we have provided you with a current copy of our rules and regulations and the Benchmark Senior Living at The Commons in Lincoln Resident Handbook, a copy of the regulations “940 CMR 4.00 Long Term Care Facilities”, and such other information as we are required to provide to you under law. We will provide you with 30 days’ advance notice of any change in our rules, regulations, policies and procedures. There may be circumstances, however, that necessitate that a change in our rules, regulations, policies and procedures will take effect within a shorter time frame or immediately.

I. Advance Directives

You may provide us with advance directives specifying your wishes as to the care and services you desire to receive in certain situations. Such an advance directive may include both a Health Care Proxy and/or a “MOLST” form. A MOLST form is used to communicate medical orders from a care provider such as doctor or nurse to other health professionals such as emergency responders. The MOLST form is a medical document that can be acted on immediately based on a person’s current medical situation. A Health Care Proxy is a legal document that takes effect only after a person is no longer able to communicate his or her wishes. While it is not a condition of admission, you may provide us with a Health Care Proxy designating an individual to make health care decisions for you in the event you become incapable of doing so or in the event you are unable to communicate your health care decisions to us. If you require assistance in formulating an advance directive we will try to provide same to you as required by and in accordance with law. It is important that you provide us with a copy of any advance directive so that we may inform our staff to ensure that your wishes are respected.

J. Private Duty Nurses and Physicians

You may also choose, at your expense, to use outside agencies or personnel (e.g., private duty nursing personnel and physicians) to meet your needs if those needs exceed the services we offer. Any such individuals will not become or be considered as our employee. Please note that, for the safety and security of all of our residents, we have provided Guidelines for Private Duty Caregivers to you as part of your admission package, which must be reviewed with all outside agencies and/or personnel you choose to use. We reserve the right to exclude from the Facility any private duty nursing personnel or physician who fails to comply with our rules. A one-time fee noted in the Fee Schedule attached as Exhibit A is charged by the Facility for orientation and training of all private duty caregivers.

K. Your Agreement to Seek Benefits From and Cooperate with Third Party Payors

If you are eligible for any third party payor benefit (whether under the Medicare Program or other insurance plan), you agree to apply for any such benefit in a timely manner and to cooperate in complying with all requirements of such third party payor, including submitting any and all information necessary to process

your application for coverage.

In the event you fail to pay for your care, we will notify you and a person you designate.

L. Immunizations

Residents of nursing facilities are required to be immunized against influenza virus on an annual basis and pneumococcal disease in accordance with recommended guidelines, unless certain exceptions, including but not limited to the following, apply: (1) that the vaccine is contraindicated; (2) that you or your legal guardian refuse the vaccine after being provided with education regarding the benefits and potential side effects of influenza immunization. We request that you be immunized by your physician and provide us with documentation of your immunization on an annual basis. If you have not been immunized by your physician, we will make these immunizations available to you.

M. Responsibilities of You and Your Family

1. You agree to provide at your own expense sufficient personal clothing, toilet articles, and personal needs items. We are not responsible for any personal effects, valuables, or money that you keep in your possession, and in order to better avoid loss, we strongly encourage you to leave valuable possessions such as jewelry in possession of your family.

2. If your address outside the Facility changes, you agree to notify us of your new address.

3. You are responsible for making arrangements concerning and paying for burial/funeral expenses.

N. Indemnification

You shall indemnify and hold us, our managers, members, officers, agents, and employees harmless from and against any and all claims, demands or causes of action for injury or death to person(s), or damage to property (including all costs and reasonable attorneys' fees incurred in defending any claim, demand or cause of action) which are caused by the act or omission of you or your visitors and which are not caused by any willful, reckless or negligent act or omission by us. This indemnification includes but is not limited to claims, demands or causes of action

stemming from your refusal to accept any nursing care, medical or other treatment or any other item or service determined by us or by any other treating health professionals to be necessary.

O. Miscellaneous

1. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts. If your care is paid for by Medicare, the laws and regulations governing the Medicare program will control this Agreement.
2. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the validity or enforceability of the remaining provisions. However, instead of such invalid or unenforceable provision, the parties agree that a court may add as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and as may be legal, valid, and enforceable.
3. This Agreement, including the Exhibits and any other addenda, the Resident Handbook and the Benchmark Senior Living at The Commons resident admission packet constitutes the entire agreement and understanding between you and us with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. There are no oral or written agreements, understandings, restrictions, warranties, or representations between you and us other than those set forth in this Agreement, or incorporated in this Agreement by reference. This Agreement may be amended only by a document in writing signed by you and us, and no act or omission of any employee or agent of the Facility shall alter, change or modify any of the provisions of this Agreement.
4. The waiver by any party to this Agreement of any breach or default of agreement by any other party shall not operate as a waiver of any subsequent breach or default by the other party.
5. We may assign our rights and obligations under this Agreement to an affiliate. This Agreement shall be binding upon the parties, their

heirs, the legal representatives, successors and assigns.

6. You acknowledge that prior to the signing of this Agreement, you read it, it was explained to and/or translated for you by a representative of the Facility, that you have been given the opportunity to have the Agreement reviewed prior to signing and you understood it and consented to it.
7. The captions in this Agreement are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
8. You guarantee the truthfulness of all information provided to us (including information relating to your financial resources). By signing this Agreement, you acknowledge that we rely on such information, and you agree to pay all damages directly or indirectly resulting from your misrepresentation of information provided to us, including reasonable attorney's fees.
9. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement. Signatures sent by facsimile or in PDF format shall be binding for purposes of this Agreement.
10. Benchmark Senior Living LLC is the manager of the Facility, as our agent, and has the authority to act on behalf of the Facility with regard to all matters pertaining to the Facility, including but not limited to the execution and delivery of this Agreement.
11. The effective date of this Agreement is the date of your initial admission to the Facility. This Agreement will remain in effect during and following any temporary absence from the Facility, including but not limited to absence due to hospitalization or home leave. Termination of this Agreement by you or the Responsible Party will become effective only when you permanently leave the Facility. Termination of this Agreement will not relieve you from liability from any sums due and owing pursuant to this Agreement.
12. **Arbitration is a fair and often quick way to resolve a dispute without involving the court system. You are encouraged to read**

Exhibit C carefully, to ask any questions you have, and to consult with your attorney, family, or friends before choosing to accept the terms and conditions of the agreements to arbitrate. If you choose to sign the Arbitration Agreement found in Exhibit C, then all disputes arising out of or relating *in any way* to this Skilled Nursing Facility Agreement or to your stay with us SHALL BE RESOLVED BY BINDING ARBITRATION AND NOT BY A JUDGE OR JURY as more fully detailed in Exhibit C.

THE UNDERSIGNED CERTIFY THAT THEY HAVE READ AND AGREE TO THE FOREGOING, TO THE WHOLE AND ENTIRE AGREEMENT BETWEEN THE PARTIES, AND THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT.

SIGNATURE PAGE TO FOLLOW

SIGNATURES

This Agreement may be executed in multiple copies, each of which will be considered an original. We will retain one copy and one copy will be given to you.

RESIDENT:

Name: _____
Signature: _____ Date: _____

ON BEHALF OF THE RESIDENT (Legal Representative , if applicable):

Name: _____
Signature: _____ Date: _____
Title or Relationship: _____

ON BEHALF OF THE RESIDENT (Responsible Party, if applicable):

Name: _____
Signature: _____ Date: _____
Title or Relationship: _____

If a second person who will not reside in the Skilled Nursing Facility is a party to The Commons in Lincoln Continuing Care Contract, that person must agree and sign as follows:

I am a party to the Continuing Care Contract dated _____. I have reviewed and agree to the terms and conditions of this Agreement.

CCRC Resident Date

**BENCHMARK SENIOR LIVING LLC
(ON BEHALF OF BSL/BN COMMONS SNF OPERATOR LLC):**

Name: _____
Signature: _____ Date: _____
Title: _____

EXHIBIT A

Items Not Included in Basic Daily Rate – Private Pay Residents and Medicare Residents

Items and services which are not included in our Basic Daily Rate:

A. If you or your Legal Representative/Responsible Party requests one or more of the items or services listed below, you will be notified of the charges at the time of your request. Current charges are listed in the attached Fee Schedule, **Exhibit A-1**.

- * Private Room (see room rate schedule provided at time of admission)
- * Non-covered medical supplies and equipment
- * Private Duty Nurse or Aide (per resident request)
- * Hairdresser/Barber (see rate schedule provided)
- * Drycleaning
- * Sundries
- * Newspaper/Reading Materials
- * Social Events that are off site of the Facility or outside the scope of a standard activity programs.
- * Specialty Beds and overlays
- * Dental Services
- * Other health care services not provided by the Facility

B. The following non-included health care related services may be covered by insurance, as indicated:

- * Therapies: Physical, Occupational and Speech (therapies are covered by Medicare Part A; may be covered your Medicare Part B or other third party payor)
- * Pharmacy Services (medications are covered by Medicare Part A; may be covered by Medicare D or other third party payor)
- * Oxygen, Laboratory, Mobile X-Ray and Dietary Counseling (covered by Medicare Part A; otherwise may be covered your Medicare Part B or other third party payor)
- * Ambulance transport to MD offices (sometimes covered by Medicare Part A)

Detailed information regarding fees for specific health care services such as laboratory testing, oxygen services, mobile x-ray, ambulance and other transportation services, medications, dentists, podiatrists, and optometrists, are available at the facility's billing office during normal business hours.

EXHIBIT A-1
CURRENT FEE SCHEDULE

EXHIBIT B

PAYMENTS BY THIRD PARTY PAYORS

I. Payment by the Medicare Program

A. Eligibility: The Medicare Program will pay for your nursing facility care and services in the facility if and only if:

- 1) we are able to accept payment from the Medicare Program,
- 2) you are eligible for Medicare Program nursing facility benefits,
- 3) you have been admitted to the facility within 30 days after a hospital stay of at least three nights, AND
- 4) you require nursing services which must be performed or supervised by professional or technical personnel, based on Medicare regulations.

The Medicare Program will pay for your nursing facility care and services in the facility only if a bill is submitted to the Medicare Program for that care. Based on the four factors listed above, we will make the initial decision on whether or not to submit a bill to the Medicare Program for any portion of your first 100 days in the facility. We will give you or (if applicable) your Legal Representative or Responsible Party written notification when we first decide that we will not submit a bill to the Medicare Program. This notification is sometimes referred to as a Denial Letter or Notice of Non-Coverage. If, at that point, you or your Legal Representative or Responsible Party disagrees with our decision, you or your Legal Representative or Responsible Party can require us to bill the Medicare Program for up to 100 total days of care. Your direction to us is sometimes referred to as a direction to submit a Demand Bill. If the reason for the Denial Letter/Notice of Non-Coverage involves clinical reasons and you direct us to submit a Demand Bill, we may not bill you for any amount which the Medicare Program may later pay while the Medicare Program considers the Demand Bill, subject to your obligation to pay any applicable co-payment or deductible. If the reason for the Denial Letter/Notice of Non-Coverage involves technical reasons (for example, you were not admitted to our Facility within 30 days after a hospital stay of at least three nights), then we may bill you while the Medicare Program considers the Demand Bill, and we will furnish you with an appropriate refund if the Medicare Program approves the Demand Bill, subject to your obligation to pay any applicable co-payment or deductible.

B. Daily Deductible

Currently the Medicare Program will pay for at most 100 days of your stay in the facility per spell of illness. During the 21st through 100th days, however, you will be responsible for paying a daily Medicare deductible to us. The amount of this daily deductible is set by the Medicare Program. The daily deductible for 2016 is \$161.00, and will likely rise yearly.

C. Covered Items and Services

Payment by the Medicare Program currently includes payment for nursing services, use of a bed and the room in which the bed is located, linens, bedding, briefs and other incontinence supplies, routine laundry service, regular meals and snacks, certain equipment, social services, activities, and routine personal hygiene items which are required to meet your needs. If your stay is covered by Medicare Part A, pharmacy, oxygen, laboratory, x-ray, therapy (speech, physical, occupational), and medical transportation (under certain circumstances) are included in the Medicare Part A and paid to us. If your stay is not covered under Medicare Part A, they will be billed to Medicare Part B when possible, and otherwise will be your responsibility. Usually these fees will be billed to you directly by the provider.

Certain items and services are not covered in the Medicare daily rate. Extra charges for those non-covered items and services are set forth in Exhibit A to this Admission Agreement.

Please review the federal government's Medicare Coverage of Skilled Nursing Facility Care Booklet included in your admission packet for more detailed information about your coverage.

Future change in federal law may change the items and services which are included in payment by the Medicare Program to us.

D. Medicare Managed Care Plans

We do not currently participate as a provider of nursing facility care and services under any Medicare managed care plans. If that changes and you participate in a Medicare managed care plan in which we participate, that plan's requirements for eligibility for Medicare payments, deductibles and coinsurance, and covered services may be different from those discussed above. For example, your Medicare managed care plan may not require your admission to the facility within 30 days after a hospital stay of at least three nights.

EXHIBIT C

ARBITRATION AGREEMENT

- A. Arbitration Agreement.** The Resident, Legal Representative¹ and the Facility (hereinafter “the Parties”) each agree that in the event of a Dispute (as defined below) such Dispute will be resolved exclusively and finally through binding arbitration as described in this Arbitration Agreement.
- B. Arbitration.** Any and all claims or controversies (hereinafter “Disputes”) arising out of or *in any way* relating to the Skilled Nursing Facility Agreement, this Arbitration Agreement and/or any of the Resident’s stay(s) at the Facility, whether existing now or arising in the future, whether arising out of State or Federal law, whether for statutory, compensatory or punitive damages, or whether the Dispute sounds in contract, tort, common law or statute, shall be subject to binding arbitration.
- C. Expansive Authority of Arbitrator.** The Arbitrator is empowered to, and shall, resolve **all** Disputes, including without limitation, any Disputes regarding the making, execution, validity, enforceability, voidability, unconscionability, severability, scope, arbitrability, interpretation, waiver, duress, preemption or any other defense to enforceability of this Arbitration Agreement, as well as resolve the Parties’ underlying Disputes, as it is the Parties’ intent to completely avoid the court system.
- D. What is Arbitration?**
1. **Waiver of Trial by Judge or Jury.** Arbitration is a method of resolving disputes without involving the courts. In arbitration, a dispute is heard and decided by a private, neutral individual called an Arbitrator. The Parties are **not** waiving their right to bring a claim by agreeing to arbitrate disputes. **However, by signing this Arbitration Agreement, the Parties are giving up and waiving their right to have any Dispute decided in a court of law before a judge and/or jury**, as the Parties desire and expressly agree that any Dispute between them be resolved *outside* the court system.
 2. **Binding on Parties and Others.** It is the Parties’ intention that this Arbitration Agreement shall inure to the direct benefit of and bind the Facility, its parent, affiliates, and subsidiary companies, management companies, executive directors, owners, landlords, officers, partners, shareholders, representatives, directors, medical directors, employees, managers, successors, assigns, agents,

¹ The Legal Representative is a person authorized by you and/or under applicable law to make contract decisions for you. You must have a Legal Representative if you do not wish or are not capable of making contracting decisions on your own behalf.

attorneys and insurers and any entity or person that provided any services, supplies, or equipment related to the Resident's stay(s) at the Facility; and shall inure to the direct benefit of and bind the Resident and his/her successors, spouses, children, next of kin, guardians, conservators, administrators, legal representatives, responsible parties, assigns, agents, attorneys, health care proxies, health care surrogates, attorneys-in-fact, designees, third-party beneficiaries, insurers, heirs, trustees and representatives, including the personal representative, conservator or executor of the Resident's estate, any person whose claim is derived through or on behalf of the Resident, any person who previously assumed responsibility for providing the Resident with necessary services such as food, shelter, clothing, or medicine, and any person who executed this Arbitration Agreement. The Parties agree that all aspects of a controversy, including claims, cross-claims, and counterclaims, made by or against any person or entity bound by this Arbitration Agreement shall be included and exclusively adjudicated through Binding Arbitration, except as otherwise stated herein.

3. **Integration Clause.** This Arbitration Agreement represents the Parties' entire Agreement regarding Disputes, and it may only be changed in a writing signed by all Parties.

E. Arbitration Procedures and Applicable Law.

1. **Federal Arbitration Act.** The Parties expressly agree that the Skilled Nursing Facility Agreement, this Arbitration Agreement, and the Resident's stay(s) at the Facility involve interstate commerce. The Parties also stipulate that the Federal Arbitration Act 9 U.S.C. §1-16 in effect as of July 1, 2013 ("FAA") shall apply to this Arbitration Agreement, and that the FAA shall preempt any inconsistent state law and shall not be reverse preempted.
2. **Arbitration Process.**
 - a. Demand for Arbitration shall be made by any persons asserting that a Dispute exists (the "Claimant" or "Claimants") in writing and served via certified mail, return-receipt requested upon the persons or entities against whom the Dispute is asserted (the "Respondent" or "Respondents").
 - b. The Demand for Arbitration must contain a short statement of the nature of the Dispute and the relief sought by the Claimant or Claimants.
 - c. The arbitration panel shall be composed of one (1) arbitrator ("Arbitrator"). If there is no agreement on the selection of the Arbitrator within ninety (90) days after the Demand for Arbitration, then on the ninety-first (91st) day after the receipt of the Demand for Arbitration, the Claimants and Respondents

shall each select one arbitrator, and those two arbitrators shall confer with each other in good faith to select the ultimate and sole Arbitrator to resolve the Dispute.

- d. The Arbitrator shall decide the Dispute at the Arbitration Hearing through the issuance of an Arbitral Award that contains detailed findings of fact and conclusions of law that support the relief granted in the Arbitral Award.
 - e. The Arbitrator shall apply the Federal Rules of Evidence, except where otherwise stated in the Arbitration Agreement.
 - f. At the Arbitration Hearing, the Arbitrator shall apply, and the Arbitral Award shall be consistent with, the State substantive law for the State in which the Facility is located.
 - g. A Demand for Arbitration or other claim that is not served within the statute of limitations period that would apply to the same claim in a court of law sitting in the State wherein the Facility is located shall be waived and forever barred.
3. **Arbitration Discovery.** The following reasonable limitations shall apply to discovery during the arbitration process unless the Arbitrator determines that different discovery limitations are appropriate in order to preserve due process and/or are necessary to issue a just Arbitral Award on the merits of the Dispute:
- a. Each side shall be allowed to take no more than ten depositions, not including expert witnesses;
 - b. Each side shall be allowed to have no more than two expert witnesses;
 - c. Each side shall be allowed to serve no more than 30 interrogatories; and,
 - d. Each side shall be allowed to serve no more than 30 requests to produce documents.
4. **Confidentiality.** The arbitration proceeding shall remain confidential in all respects, including all arbitration filings, deposition transcripts, documents produced or obtained in discovery, or other materials provided by and exchanged between the Parties and the Arbitrator's findings of fact, conclusions of law, and award.

5. **Fees and Costs.** The Arbitrator's fees and costs associated with the arbitration shall be divided equally among the Parties to this Arbitration Agreement and the Parties shall bear their own attorneys' fees and costs in relation to preparation for and attendance at the arbitration hearing. To the extent permitted by law, any Party who opposes arbitrating the Parties' Dispute and/or opposes enforcement of the terms of the Arbitration Agreement and unsuccessfully defends against its enforcement shall be required to pay the successful Parties' attorney fees and costs incurred to enforce the Arbitration Agreement (i.e.; Motion to Compel Arbitration or for any other means reasonably undertaken to enforce the Arbitration Agreement).

6. **Waiver of this Arbitration Agreement.** Any Claimant may file its Dispute in a court of competent jurisdiction subject to the Respondent's approval, which approval shall be established by Respondent's filing a response to the Complaint without simultaneously moving to enforce this Arbitration Agreement. Should one of the Parties to this Arbitration Agreement breach its terms by initiating a lawsuit in the court system, the Parties expressly agree that participation in cooperative general discovery while a motion to compel arbitration is pending shall not constitute evidence of a waiver of the right to arbitrate. Filing a Dispute in small claims court shall be considered a waiver of this Arbitration Agreement. However, a waiver of this Arbitration Agreement for one Dispute shall not constitute a waiver of this Arbitration Agreement for any other Dispute.

7. **Survival Clause.** Except as noted below in Section F ("Right to Change your Mind") of this Arbitration Agreement, the terms and conditions recited herein shall survive and remain in full force and effect notwithstanding the death of the Resident, the discontinuation of operations at the Facility, or the termination, cancellation or natural expiration of the Skilled Nursing Facility Agreement or any other contract between Parties.

8. **Severability.** Any clause, term, phrase, provision or part thereof contained in this Arbitration Agreement is severable, and in the event any of them shall be found to be invalid for any reason, this Arbitration Agreement shall be interpreted as if such invalid clause, term, phrase, provision or part thereof were not contained herein, and the remaining clauses, terms, phrases, provisions or parts thereof, of this Arbitration Agreement shall not be affected by such determination and shall remain in full force and effect. This Arbitration Agreement shall not fail because any clause, term, phrase, provision, or part thereof shall be found void, invalid, or unenforceable. No part of this Arbitration Agreement will be construed against any Party because that Party wrote the Arbitration Agreement.

F. Right to Change Your Mind. This Arbitration Agreement may be revoked (i.e., rescinded or canceled) by written notice sent certified mail by any Party within thirty (30) days from the date the Resident moves in and takes occupancy of his/her Suite. However, if the alleged acts underlying or giving rise to a Dispute are committed prior to revocation as described above, the Dispute must be arbitrated as described in this Arbitration Agreement.

G. Voluntary Agreement. If you do not sign this Arbitration Agreement, you will still be allowed to live in and receive services in the Facility.

EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT HE/SHE: (1) HAS READ AND FULLY UNDERSTANDS ALL FOUR (4) PAGES OF THIS ARBITRATION AGREEMENT; (2) UNDERSTANDS THAT BY SIGNING THIS ARBITRATION AGREEMENT, EACH HAS WAIVED HIS/HER OR ITS RIGHTS TO A TRIAL BEFORE A JUDGE AND/OR A JURY; (3) VOLUNTARILY CONSENTS TO ALL OF THE TERMS AND CONDITIONS OF THIS ARBITRATION AGREEMENT; AND (4) CERTIFIES THAT HE/SHE IS THE RESIDENT OR A PERSON AUTHORIZED BY THE RESIDENT OR OTHERWISE AUTHORIZED TO EXECUTE THIS ARBITRATION AGREEMENT.

Signature Page

RESIDENT OR LEGAL REPRESENTATIVE:

Name: _____
Signature: _____ Date: _____

**BENCHMARK SENIOR LIVING LLC
(ON BEHALF OF BSL/BN COMMONS SNF OPERATOR LLC):**

Name: _____
Signature: _____ Date: _____
Title: _____

2898\0001\374133.8