FIELD OF DREAMS SENIOR LIVING

3260 N. 7th Street, Allegany, NY 14706 Phone 716-543-4200 Fax 716-373-1850

ADULT DAY CARE ADMISSION AGREEMENT

I. General Provisions

This is the admission agreement between the operator(s) of ____________________ and ____________________
(Name of Facility) (Name of Client)

And ____________________ stating the terms and
(Client's Representative)

Conditions of the client's admission at Olean Manor, Inc. Adult Day Care, Inc. Adult Day Care located at 3260 North 7th Street, Allegany, NY 14706. This agreement is effective as of ____________ and shall remain in effect unless amended by the parties or until terminated in accordance with the provisions of Section VII of this agreement.

This agreement shall be attached to the application for admission provided by the facility.

The parties to this agreement understand that this facility is an Adult Day Care facility providing organized activities, personal care services, supervision, and a nutritious meal to the client in accordance with New York State Services Law and the Regulations of the New York State Department of Social Services.

II. Facility Services

The operator shall be responsible for the provision of the following:

1) Two meals a day served at 8:30am & 12:30pm, a morning coffee and an afternoon juice.
2) Personal care Services as necessary from 8:00am-4:00pm.
3) 8 hours of supervision
4) The following diet when ordered by the client's primary physician ____________________
5) An organized and diversified program of individual and group activities.
6) Case Management Services

III. Client Responsibilities

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The client and the client's representative shall be responsible for the following:

1) Payment of the required rate prior to services rendered.
2) Payment of all medical expenses including transportation. for medical purposes, except where payment is available under Medicare, Medicaid, or third party coverage.
3) At the time of admission, a dated and signed medical evaluation which conforms to Department of Health Regulations. Thereafter a medical evaluation which conforms to Department Regulations at least once every six (6) months or more frequently if a change in condition warrants.
4) Informing the operator of a change in health status, change in physician or change in medications.
5) In addition to the facility, to respect the rights and property of other clients.

IV. Financial Agreements

A. Rate*

The client and the client's representative agree to pay and the operator agrees to accept the following payment in full satisfaction of the services which the operator must provide according to law and regulation:

WEEKLY RATE $ ___________*Payment due by 1st day of week

DAILY RATE $___________ *Payment due prior to services

*Must include payments made by a third party.

B. Supplemental Services

If the operator provides services and supplies beyond those required by law and regulation, he agrees to itemize a listing of such services and supplies as well as the basis for additional charges, fees or assessments for such services for supplies. The operator guarantees that supplemental services or supplies shall be provided at client option and charges shall be made only for services and supplies actually chosen by and provided to the client. The operator agrees to provide these services and supplies to clients at a charge that is reasonably related to the cost of the services or supplies.

C. Adjustments to the Rate/Supplemental Service

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Charges

The operator agrees not to charge additional fees or assessments in excess of those stated in this agreement with the following exceptions:

1) Upon the express written approval and authority of the client or his representative; or
2) To provide additional care, services or supplies upon the express order of the client's primary physician; or
3) Upon thirty (30) days written notice to the client and his representative of additional charges and expenses due to increased cost of maintenance and operation.
4) In the event of any emergency which affects the client, additional charges may be assessed for the benefit of the client as are reasonable and necessary for services, material, equipment, and food supplied during such emergency.

D. Gifts

If a client wishes to voluntarily transfer money, property, or things of value to the operator upon admission or at any other time, the operator shall attach a listing of the item(s) to be transferred to this agreement. This listing shall become part of this agreement and include any agreements made by third parties for the benefit of the client.

E. Tipping

The operator shall not accept, nor allow his/her staff or agents to accept any tip or gratuity in any form.

V. Client's Rights and Protections

The operator agrees to provide the client with a copy of the Client Rights and Protection Pamphlet and to treat each client in accordance with the principles stated therein.

VI. Termination

This admission agreement may be terminated in the following ways:

1) By mutual agreement of the client and operator;
2) Upon seven days notice from the client to the operator of the client's intention to terminate the agreement and leave the program;
3) Upon 72 hours written notice from the operator to the client

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Involuntary termination of an admission agreement is permitted only for the reasons listed below:

The grounds upon which involuntary termination may occur are:

1) The client requires continual medical or nursing care which the adult day care cannot provide;
2) The client's behavior poses imminent risk of death or imminent risk of serious physical harm to himself/herself or others;
3) The client fails to make timely payments for all authorized charges, expenses and other assessments, materials, equipment and food which the client has agreed to pay pursuant to the client's admission and service agreement. If failure to make timely payment resulted from an interruption in the receipt by the client of any public benefits to which he/she is entitled no involuntary termination can take place unless the operator during the 72 hour notice period, assists the client in obtaining such benefits, or any other available supplemental public benefit. The client must cooperate with such efforts by the operator;
4) The client repeatedly behaves in a manner that directly impairs the well-being, care or safety of the client or any other client or which substantially interferes with the orderly operation of the program;
5) The operator has had its operating certificate limited, revoked, temporarily suspended, or the operator has voluntarily surrendered the operating certificate of the facility to the New York State Department of Social Service;
6) A receiver has been appointed pursuant to the Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all clients in the facility to other facilities or is making other provisions for the client's continued safety and care.

If the operator decides to terminate the admission agreement for any of the reasons given above, the operator will have hand delivered to the client a notice of termination on a form prescribed by the State Department of Social Services. Such notice will include the date of termination and discharge, which must be at least 72 hours after deliver of the notice.

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the reason for termination. Copies will be sent to the client's next-of-kin legally responsible relatives, and to the appropriate regional office of the State Department of Social Services.

VII. Transfer

Not withstanding the above, the operator may seek appropriate evaluation and assistance and may arrange for the transfer of a client to an appropriate and safe location, prior to the termination of an admission agreement for the following reasons:

1) When a client develops a communicable disease, medical or mental condition, or sustains an injury such that continual skilled medical or nursing services are required. When the basis for the transfer no longer exists, and the client is deemed appropriate for placement in a day care, he/she will be readmitted;
2) In the event that the client's behavior poses an imminent risk of death or serious physical injury to himself/herself, or others;
3) When a receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all clients in the facility to other facilities or is making other provisions for the client's continued safety and care. After transfer, if return to the facility is not anticipated, the operator will initiate termination procedures as set forth in Section VII of this agreement.

VIII. Refund/Return of Client Monies

The operator shall provide the client with a refund based on the daily charge and the date of termination if either the operator or the client has given notice to terminate this agreement as provided for in Section VII above.

IX. Waiver

Any modification or provision of this agreement not consistent with Social Services Law and the Regulations of the State Department of Social Services for Adult Day Care shall be null and void.

Waiver by the client of any provision in this agreement which is required by law or regulation shall be null and void.

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X. Agreement Authorization

We, the undersigned, have read this agreement; have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Date	Signature of Client
Date	Signature of Client Representative
Date	Signature of Operator or Designee

- **Fee Schedule Attached**

Supplemental Services and Supplies

This statement is a part of the admission agreement, and shall specify operator responsibility to provide and resident responsibility for payment of the following items:

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ITEM	BASIS FOR THE CHARGE
1) Dry Cleaning	As charged by local cleaners
2) Professional Hair Grooming	As charged by beautician
3) Commissary Goods	As purchased by self
4) Activity supplies	Provided by operator
5) Special cultural events	As charged by event if necessary
6) Transportation	
Medical	As charged by provider
Recreation	As charged by provider
Activity transportation	Operator provides
7) Long distance phone calls	As required through pay phones

_______________ ______________________________

Date Signature of Client

_______________ ______________________________

Date Signature of Client's Representative

_______________ ______________________________

Date Signature of Operator or Designee

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Fee Schedule 2020

Full Day (8 hours) .... $85.

Half Day (4 hours) .... $55.

- Additional hours for extended half day commitments will be $10 per hour, not to exceed $85.

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