

Adult Facility Admission Agreement

Adult Homes/Residences for Adults

I. General Provisions

This is the Admission Agreement between the operator(s) of
THE FOUNTAINS AT MILLBROOK AND

_____ Name of Resident, and

_____ Resident's Representative
 stating the terms and conditions of the resident's admission and living
 arrangements at **THE INN**, located at **79 FLINT ROAD, MILLBROOK, NEW YORK
 12545**. (Hereafter referred to as "the operator").

This agreement is effective as of _____ and will remain
 effect until amended by the parties or until terminated by either party in accordance
 with the provisions of Section VII of this agreement.

The parties to this agreement understand that this facility is an adult care facility
 providing lodging, board, housekeeping, personal care (not required in facilities
 certified as residences for adults) and supervision services to the resident in
 accordance with New York State Social Services Law and the regulations of the
 New York State Department of Social Services.

The agreement consists of this 8 page core document and the following addenda:

RESIDENT HANDBOOK _____

II. Facility Services

The operator is responsible for the provision of the following:

1. A private() or semi-private() room. (*Check one*)
2. Board, including three meals a day served at regularly scheduled times, and a
 nutritious evening snack daily.
3. Personal care services as necessary on a twenty-four (24) hour basis. (Not
 required in facilities certified as Residences for Adults).
4. Twenty-four (24) hour supervision.
5. Housekeeping services.
6. Linen services.
7. Laundry of resident's personal washable clothing.
8. The following diets when ordered by the resident's primary physician:

9. An organized and diverse program of individual and group activities
10. Case management services.
11. Medication management services, as necessary.

Agreement

III. Resident Responsibilities

The resident or the resident's legal representative is responsible for the following:

1. Payment of the required rate.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except where payment is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in conditions warrants, providing the operator with a dated and signed medical evaluation which conforms to regulations of the New York State Department of Social Services.
5. Informing the operator of change in health status, change in physician or change in medications.
6. In addition, the resident agrees to obey all reasonable rules of the facility and to respect the rights and property of other residents. The operator should attach a copy of all written facility rules for residents to the agreement.

IV. Financial Agreements

- A. Rate – The resident and the resident's representative agree that the resident will 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 (select one schedule of payment):

Monthly rate \$ _____ *	Payment due by _____
Weekly rate \$ _____ *	Payment due by _____
Daily rate \$ _____ *	Payment due by _____

*Must enumerate payments made by a third party.

*NOTE: Monthly rate does not include level of care rate. See attached sheet.

- B. Supplemental Services – If the operator provides services and supplies beyond those required by law and regulation, the operator agrees to itemize in or attach to this agreement a listing of such services and supplies as well as the basis for additional charges, fees or assessments for such services or supplies. The operator guarantees that supplemental services or supplies will be provided only at resident option and charges will be made only for services and supplies actually chosen by and provided to the resident. The operator agrees to provide these services and supplies to residents who receive Supplemental Security Income (SSI) or Home Relief (HR) payments at a charge that is reasonably related to the cost of the services or supplies.

C. Adjustments to the Rate/Supplemental Services 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 resident or the resident's representative.
2. To provide additional care, services or supplies upon the express order of the resident's primary physician.

3. Upon thirty (30) days written notice to the resident and the resident's representative of additional charges and expenses due to increased cost of maintenance and operation; or
 4. In the event of any emergency which affects the resident, additional charges may be assessed for the benefit of the resident as are reasonable and necessary for service, material, equipment, and food supplied during such emergency.
- D. Reservation – The operator agrees to reserve a residential space as specified in II.1 above in the event of the resident's absence. The charge for this reservation is \$ _____ * per _____. (The total of the daily rate for one month period may not exceed the established monthly rate). The basic length of the time the space will be reserved is _____. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section VII of this agreement. A resident may choose to terminate this agreement rather than reserve such a space, but must provide the operator with required notice.
- * NOTE: Monthly rate does not include level of care rate.
- E. Gifts – If a resident wishes to voluntarily transfer money, property or things of value to the operator upon admission or at any other time, the operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items to be transferred. This listing must become part of this agreement and include any agreements made by third parties for the benefit of the resident.
- F. Property or items of value in the operator's custody If, upon admission or at any other time, a resident wishes to place property or things of value in the operator's custody and the operator agrees to accept the responsibility of such custody, the operator must enumerate the items so placed and attach to this agreement a listing of such items.
- G. Tipping – The operator must not accept, nor allow facility staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

V. Residents Rights and Protections

The operator agrees to provide the resident with a copy of the Resident's Rights and Protections Pamphlet and to treat each resident in accordance with the principles stated therein.

VI. Personal Allowance Accounts

The operator agrees to offer to establish a personal allowance account for any resident who receives either Supplemental Security Income (SSI) or Home Relief (HR) payments by executing a Statement of Offering (DSS-2853) with the resident or the resident's representative.

The resident agrees to inform the operator if he/she receives or has applied for SSI or HR funds.

The resident or the resident's representative must complete the following:
I receive SSI funds () or I have applied for SSI funds ()

I receive HR funds () or I have applied for HR funds ()

I do not receive either SSI or HR funds ().

If the resident has a signatory to this agreement besides him/herself and if that signatory does not choose to place the resident's personal allowance funds in a facility-maintained account, then that signatory agrees that he/she will comply with the Supplemental Security Income (SSI) or Home Relief (HR) personal allowance requirements.

VII. Termination

This Admission Agreement and residency in the facility may be terminated in the following ways:

1. By mutual agreement of the resident and operator;
2. Upon ____ days notice from the resident to the operator of the resident's intention to terminate the agreement and leave the facility;
3. Upon 30 days written notice from the operator to the resident, the resident's next of kin, the person designated in this agreement as the responsible party and any person designated by the resident.
Involuntary termination of an Admission Agreement is permitted only for the reasons listed below and if the resident objects to the action, only after the operator initiates a court proceeding and the court rules in favor of the operator.

The grounds upon which involuntary termination may occur are:

1. The resident requires continual medical or nursing care which the adult care facility is not permitted by law or regulation to provide;
2. The resident's behavior poses imminent risk of death or imminent risk of serious physical harm to himself/herself or anyone else;
3. The resident fails to make timely payments for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which the resident has agreed to pay pursuant to the resident's admission and services agreement. If failure to make timely payment resulted from an interruption in the receipt by the resident of any public benefits to which the resident is entitled, no involuntary termination may take place unless the operator, during the 30 day notice period, assists the resident in obtaining such benefits, and any other available supplemental public benefits. The resident must cooperate with such efforts by the operator;
4. The resident repeatedly behaves in a manner that directly impairs the well-being, care or safety of the resident or any other resident, or which substantially interferes with the orderly operation of the facility;

5. The operator has had his/her 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 Services; or
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the facility to other facilities or is making other provision for the residents' continued safety and care.

If the operator decides to terminate the Admission Agreement for any of the reasons given above, the operator will give the resident 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 30 days after delivery of the notice, the reason for termination, a statement of the resident's right to object and a list of free legal and advocacy resources approved by the State Department of Social Services. The operator will give copies to the resident's next of kin, any person designated in this agreement as the responsible party, any person designated by the resident, and, within five (5) days of the notice to the resident, to the appropriate regional office of the State Department of Social Services.

The resident may object to the operator about the termination and may be represented by an attorney or advocate. If the resident challenges the termination, the operator, in order to terminate, must institute a special proceeding in court. The resident will not be discharged against his/her will unless the court rules in favor of the operator.

While legal action is in progress, the operator must not seek to amend the Admission Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Admission Agreement, or engage in any action to intimidate or harass the resident.

Both the resident and the operator are free to seek any other judicial relief to which they may be entitled.

The operator must assist any resident proposed to be transferred or discharged to the extent necessary to assure, whenever practicable, the resident's placement in a care setting which is adequate, appropriate and consistent with his/her wishes.

VIII. Transfer

Notwithstanding the above, an operator may seek appropriate evaluation and assistance and may arrange for the transfer of a resident to an appropriate and safe location, prior to termination of an admission agreement and without 30 days notice or court review, for the following reasons:

1. When a resident develops a communicable disease, medical or mental condition, or sustains an injury such that continual skilled medical or nursing services are required; or

2. In the event that a resident's behavior poses an imminent risk of death or serious physical injury to himself/herself or others; or
3. When a receiver has been appointed under the provision of New York State Social Services Law and is providing for the orderly transfer of all residents in the facility to other facilities or is making other provision for the residents' continued safety and care.

After a resident is transferred, in order to terminate the resident's Admission Agreement, the operator must proceed with the termination requirements as set forth in Section VII of this agreement, except that the written notice of termination must be hand delivered to the resident at the location to which he/she has been removed. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

If the basis for the transfer permitted under points 1 and 2 above no longer exists, the resident is deemed appropriate for placement in this adult care facility and the Admission Agreement is still in effect, he/she must be readmitted.

IX. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of the resident's discharge, but in no case more than three (3) business days after the resident leaves the facility, the operator must provide the resident, the resident's representative or any person designated by the resident with a final written statement of the resident's payment and personal allowance accounts at the facility. The operator must also return within three (3) business days any money, property or thing of value held in safekeeping or owed the resident. The operator must also return any money or property of the resident which comes into the possession of the operator after the resident's discharge.

The operator must refund, on the basis of a per diem proration, any advance payment (s) made by the resident.

If the resident dies, the operator must turn over the property of the individual to the legally authorized representative of the estate.

If the resident dies without a will and the whereabouts of the next-of-kin of the individual are unknown, the operator must contact the Surrogate's Court of the County wherein the facility is located in order to determine what should be done with the individual's property.

X. Representation

A resident has a right, but not an obligation, to identify a person who will receive notices from the facility in addition to those sent to the resident and to the resident's legal representative, if any. The person so identified does not, by this designation, gain any legal standing such as power of attorney or legal guardianship, nor is this person assigned, by this designation, any legal or financial obligations regarding care of the resident.

The person to receive duplicate notices regarding the resident who is party to this agreement is:

Name _____

Address _____

City/State/Zip _____

XI. **Waiver**

Any modification or provision of this agreement not consistent with law and regulation is null and void.

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

XII. **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 Resident Signature

Date Resident's Representative Signature

Date Operator or Operator's Designee Signature