BRIARWOOD MANOR
1001 LINCOLN AVENUE
LOCKPORT, NEW YORK 14094

Admission Agreement

I. General Provisions

This is the admission agreement between the operator of **Briarwood Manor Adult Care Home, Assisted Living Program** (ALP) ("facility") and [redacted] (Resident) and
(Resident Representative)
stating the terms and conditions of the Resident's admission and living arrangements at **Briarwood Manor**, located at **1001 Lincoln Avenue Lockport, NY 14094.** This agreement is effective as of **05/14/86** and shall remain in effect until amended by the parties or until terminated by the parties 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 program is an Assisted Living Program (ALP). Providing long term residential care to include, lodging, board, housekeeping, personal care and supervision services to the Resident. Also, providing or arranging for home care to the Resident in accordance with New York State Social Services Law and Public Health Law and the Regulations of the New York State Departments of Health.

II. Assisted Living Program Services

The ALP operator will provide an organized, 24 hour a day program of supervision, care and services, including:

1. A **private ( )** or **semi-private (X)** room (check one);
2. Board including three meals a day, served at regularly scheduled times; and a nutritious evening snack;
3. Personal care services as necessary on a twenty-four hour basis;
4. Twenty-four hour supervision;
5. Housekeeping services;
6. Linen services;
7. Laundry of Resident's personal washable clothing (operator is not responsible for dry cleaning or lost or damaged clothing or other personal articles unless the loss or damage is due to the negligence or intentional acts of the operator or his agents);
8. A special diet when ordered by Resident's primary physician limited to the following types:
   House (X) No Concentrated Sugar ( )
9. An organized and diversified program of individual and group activities;
10. Case management services;
11. Offering to Resident an opportunity to place funds in a Facility maintained personal allowance account;

12. The provision of, or arrangement for, the following home care services:
    a) personal care services which are reimbursable under Title XIX of the Federal Social Security Act;
    b) home health aide services;
    c) personal emergency response services;
    d) nursing services;
    e) physical therapy;
    f) occupational therapy;
    g) speech therapy;
    h) medical supplies and equipment not requiring prior approval; and
    i) adult day health care in a program approved by the Commissioner of Health.

III. Resident Responsibilities

The Resident and/or the Resident's Representative shall be 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 third party coverage;
4. At the time of admission, Resident agrees to cooperate with the completion of the assessment process which includes obtaining a dated and signed medical evaluation on a form conforming to Department regulations. Resident agrees to cooperate with the reassessment process which includes obtaining approved medical evaluation form no later than 45 days after admission and six months thereafter, or as frequently as required to respond to changes in Resident's condition to ensure immediate access to necessary and appropriate services by the Resident.
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.

IV. Financial Responsibilities

The Resident and/or the Resident's Representative jointly and severally agree to pay and the operator agrees to accept the following payment in full satisfaction of the basic rate for services, material, equipment and food as specified in the Admission Agreement, which the operator must provide according to the law and regulation:

A. Required Fees

1. Basic **monthly rate ("Rate"): $802.00** , payable in advance by the tenth (10th) day of each month. Resident agrees to apply for and maintain all applicable income entitlements and public benefits necessary to support payment for the services provided by the operator;
2. Resident will be charged for the day of Admission and not the day of Discharge. The day of Discharge is the day when the room is cleared of all Resident's belongings and personal property;
3. The Private daily rate will be based on the resident's PRI score which is done at the time of admission, no later than 45 days after admission and 6 months thereafter, or as frequently as required to respond to changes in Resident's condition. The daily rate will be divided into 3 categories for both semi-private and private rooms.

Categories		**Rate**	
		Semi	Private
Category 1	(PA=Physical A)	$75/day	$85/day
Category 2	(PB=Physical B) (CA=Clinical A)	$85/day	$95/Day
Category 3	(PC=Physical C) (CB=Clinical B)	$95/day	$105/day

If a Resident's physical condition changes it will be reflected in a change in the PRI score which may reflect a change in the daily rate based on the categories above. The change in the daily rate will be effective from the date the Resident's condition changes and only if the change in condition lasts for more than 14 days.

B. Supplemental Services

If the operator provides services and supplies beyond those required by law and regulation, he agrees to itemize in or attach to this agreement a listing of such services and supplies as well as the basis of additional charges, fees or assessments for such services or supplies. The operator guarantees that supplemental services or supplies shall be made only for services and supplies actually chosen by and provided to the Resident. The operator agrees to provide these services and 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 his/her representative; or,
2. To provide additional care, services or supplies upon the express order of the Resident's primary physician; or,
3. Upon thirty (30) days written notice to the Resident and his/her Representative of additional charges or fees or an adjustment in the basic daily/monthly rate 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 services, material, equipment, and food supplied during such emergency.

D. Reservation

In case of temporary absence of Resident, operator agrees to reserve the Resident's residential space. The then current terms and conditions and basic monthly Rate of this admission agreement will remain in effect until the operator receives a written thirty (30) day termination notice.

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 shall attach a listing of the items to be transferred to this agreement. This listing shall become part of this agreement and include any agreement made by third parties for the benefit of the resident.

F. Tipping

Neither Resident nor his/her representative shall provide to any operator, administrator, employee or agent any tip, loan or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

V. Resident's Rights and Protections

The operator agrees to provide the Resident with a copy of the Residents 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 which receives either Supplemental Security Income (SSI) or Home Relief (HR) payments by executing a Statement of Offering (DSS-2853) with the Resident or his/her 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 shall 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 _____

VII. Termination

This admission agreement and residency in the Facility may be terminated in the following ways:

1. by mutal agreement of the Resident and the operator;
2. upon thirty (30) days written notice from the Reisdent to the operator of the Resident's intention to terminate the agreement and leave the facility; or

3. upon thirty (30) days written notice from the operator to 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 include:

1. if the Resident requires continual medical or nursing care which the Adult Care Facility connot provide;
2. if the Resident's behavior poses imminent risk of death or imminent risk of serious physical harm to himself/herself or anyone else;
3. if the Resident fails to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the Facility, materials, equipment and food which Resident has agreed to pay for or which are necessary pursuant to this admission agreement. If failure to make timely payments resulted from an interruption in receipt by the Resident of any public benefits to which he/she is entitled, no involuntary termination can take place unless the operator, during the thirty (30) day notice period, assists the Resident in obtaining such benefits, or any other available supplemental public benefits. The Resident must cooperate with such efforts by the operator;
4. if the Resident repeatedly behaves in a manner that directly impaires the well-being, care or safety of the Resident or any other resident, or which substantially interfers with the orderly operation of the facility.
5. if 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 Health; or
6. if 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 provisions 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 have hand-delivered to Resident a notice of termination on a form prescribed by the State Department of Health. Such notice will include the date of termination and discharge, which must be at least thirty (30) days after delivery of the notice, the reason for the 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 Health. Copies will be sent to Resident's next of kin, legally Responsible Relatives, and to the appropriate regional office of the Department of Health.

The Resident may object to the operator about the termination and may be represented by an attorney or advocate. When 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.

VIII. <u>Transfer</u>

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

1. If Resident develops a communicable disease, medical or mental condition,or sustains an injury such that continual skilled medical and nursing services are required. When the basis for the transfer no longer exists, and Resident is deemed appropriate for placement in the Facility, he/she shall be readmitted;
2. In the event that Resident'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 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 provisions for the residents' 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.

IX. Refund/return of Resident Monies and Property

At the time of discharge, transfer or termination of this agreement, the operator shall provide Resident with a final written statement of the Resident's payment and personal allowance accounts at the facility. In addition, the operator shall return, within three business days of the termination of the agreement, any money, property or thing of value held in safekeeping or owed the Resident. This shall include any money or property of the Resident which comes into the possession of the operator after discharge.

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

If the Resident dies, the operator shall 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 shall then contact the Surrogate's Court of the County wherein the facility is located in order to determine what should be done with the property of the individual.

Where the required notice by Resident or operator has been given and all of Resident's personal property is removed from the facility and an advance payment is a credit on Resident's account, Resident shall receive, within three business days of the termination of this agreement, a pro-rated refund on a per diem basis for the unused portion of the payment beyond the day before the Discharge date minus any expenses incurred by and/or monies owed to the operator, plus any property or things of value held in trust or in custody of the operator or which came into possession of the operator after discharge or transfer.

X. Waiver

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

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

XI. Miscellaneous Responsibilities

1. Responsibility for the provision and payment of the following items are as follows:

Facility	Resident/Resident Representative
Basic Recreational Supplies	All medical Expenses, Including Third-Party Coverage For Medical Expenses
Phone Calls For Medical Appointments	All Professional Services or Items of any Kind Ordered Specifically for or by Resident and/or Resident Representative
Transportation for Various Recreational Activities	Clothing Purchase
	Clothing Repair
	Dry Cleaning
	Personal Hygiene Items
	Beauty Parlor/Barber Shop
	Sundry Shop
	Cultural Events
	Non-Basic Recreational Supplies and Transportation
	Cable TV
	Private Telephone in Resident Room (if desired)
	Long Distance Telephone Calls
	Deposit for: Door Key - $5.00 Dresser Key - $3.00
	Replacement Cost: Door Key - $3.00 Dresser Key - $1.25
	Transportation: Medical*
	Escort Service**

____ I want a door key ____ $5.00 deposit paid

____ I want a dresser key ____ $3.00 deposit paid

____ I do not want a door key

____ I do not want a dresser key

*Except where payment is available under Medicare, Medicaid or third party coverage.

**Escort Rates:
Minimum charge of one hour per transport (round trip)
$10.00/hour - Locally (City and Town of Lockport only)
$20.00/hour - All other destinations
Additional charges in one half (1/2) hour increments or part thereof
$3.50/half hour - Locally (City and Town of Lockport only)
$6.50/half hour - All other destinations

2. This admission agreement shall guarantee that charges for such supplemental services and supplies shall be made only at Resident's option and only for services and supplies actually provided to Resident.

3. In the event that any portions of this admission agreement are held to be unenforceable or invalid by any court of competent jurisdiction then the validity and enforceability of the remaining portions shall not be affected.

XII. <u>Agreement Authorization</u>

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

DATED: _____ _____
(Signature of Resident)

DATED: _____ _____
(Signature of Resident Representative)

DATED: _____ _____
(Signature of Operator or Designee)