Ingersoll Place

Adult Care Facility Admission Agreement

I. General Provisions

This is the admission agreement between the operator(s) of Ingersoll Place and

_____

Name of Resident

And

_____

Resident's Representative

stating the terms and conditions of the resident's admission and living arrangements at Ingersoll Place. Ingersoll Place, located at 3359 Consaul Rd., Niskayuna, NY 12304. This agreement is effective as of _____ 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 facility is an adult care facility providing lodging, board, and housekeeping, personal care, 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 Health.

II. Facility Services

The operator shall be 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.
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.
8. The following diets when ordered by the resident's primary physician:
   Regular – NCS – Texture Modified
9. An organized and diversified program of individual and group activities.
10. Case management services.

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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

The operator agrees to reserve the resident's residential space in the event of the resident's absence. The charge for this reservation shall be $_____ per month. (The total of the daily rate for a one month period may not exceed the established monthly rate). The length of time the space shall be reserved is (30) days unless other arrangements have been made. A provision to reserve residential space does not supersede the requirements for termination as set forth in Section VII of this agreement.

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 agreements made by third parties for the benefit of the resident.

F. Tipping

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

V. Resident's Rights and Protections

The operator agrees to provide the resident with a copy of the Resident 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 Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with the resident or his representative.

The resident agrees to inform the operator if he/she receives or has applied for SSI or SNA 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 SNA funds ☐ or I have applied for SNA funds ☐

I do not receive either SSI or SNA funds ☐

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 30 days notice from the resident to the operator of the resident's intention to terminate the agreement and leave the facility;

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basis for the transfer no longer exists, and the resident is deemed appropriate for placement in an adult home, he shall be readmitted;

2. In the event that a resident's behavior poses an imminent risk of death or serious physical injury to himself 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 residents in the facility to other facilities or is making other provisions for the resident'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.

IX. Refund/Return of Resident Monies and Property

Upon termination of this agreement, the operator shall provide the 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 things 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 in Section VII as 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.

X. Waiver

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

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

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:

Item		Basis for the Additional Charge
Dry cleaning	[x]	resident responsibility
Personal toilet articles	[x]	resident responsibility
Professional hair grooming	[x]	resident responsibility
Local & long distance telephone calls	[x]	resident responsibility at prevailing rate From phone carrier
Clothing purchase	[x]	resident responsibility
Extraordinary activities supplies	[x]	some activities may require voluntary Resident contributions (ex. dinner out)
Special cultural events	[x]	some events may require voluntary Resident contributions (ex. tickets)
Transportation:	[x]	No Charge
Recreation	[x]	No Charge
Medical	[x]	No Charge
Cable television	[x]	resident responsibility
Other (Specify):		
_____	[ ]	_____
_____	[ ]	_____

Dated: _____ _____
(Signature of Resident)

Dated: _____ _____
(Signature of Resident's Representative)

Dated: _____ _____
(Signature of Operator or Designee)

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ADMISSION AGREEMENT ADDENDUM FOR THE ASSISTED LIVING PROGRAM

I. General Provisions

This is the admission agreement addendum between the operator(s) of

Ingersoll Place (Adult Care Facility/ALP) and _____ (Resident)

and _____ (Resident's Representative, if any) stating the terms and conditions of

the resident's admission and living arrangements at the _____

Ingersoll Place ALP, located at 3359 Consaul Rd. Niskayuna, NY 12304.

This addendum pertains to the admission agreement approved by the Department for the above named adult care facility and amends only the sections contained herein; all other provisions of the admission agreement remain in effect, unless otherwise amended.

This addendum must be attached to the admission agreement of the adult care facility.

The parties to this addendum understand that this program is an Assisted Living Program (ALP) providing long-term residential care and providing or arranging for home care services 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 Social Services and Health.

II. Assisted Living Program Services

The ALP operator must be responsible for providing an organized, 24-hour-a-day program of supervision, care and services including:

1) the services listed in the Admission Agreement; and

2) The provision of or arrangement for, the following home care services:
   - i) personal care services which are reimbursable under Title XIX of the federal Social Security Act;
   - ii) home health aide services;
   - iii) personal emergency response services;
   - iv) nursing services
   - v) physical therapy;
   - vi) occupational therapy;
   - vii) speech therapy
   - viii) medical supplies and equipment not requiring prior approval; and
   - ix) adult day health care in a program approved by the Commissioner of Health.

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III. Resident Responsibilities

The Resident Responsibilities section of the admission agreement remains in effect except for the following modification regarding medical evaluations:

At the time of admission the 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. The resident agrees to cooperate with the reassessment process which includes obtaining an approved medical evaluation form no later than the date of admission and every six months thereafter, or as frequently as required to respond to changes in the resident's condition and to ensure immediate access to necessary and appropriate services by the resident.

IV. Financial Arrangements

Rate

The following supersedes the Financial Arrangements section of the admission agreement except for the Supplemental Services section:

The resident and the resident's representative, if any, agree to pay and the operator agrees to accept the following payment in full satisfaction of the basic rate for services, material, equipment and addendum which the operator must provide according to law and regulation: (select one schedule of payment)

Monthly Rate $_____ Due date _____
Weekly Rate $_____ Due date _____
Daily Rate $_____ Due date _____

The resident agrees to apply for and maintain all applicable income entitlements and public benefits necessary to support payment for services provided by the operator.

V. Agreement Addendum Authorization

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

_____ _____
Date (Signature of Resident)

_____ _____
Date (Signature of Resident's Representative, if any)

_____ _____
Date (Signature of Operator)

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Resident Rights in Assisted Living Programs

The Social Services Law and Public Health Law give you certain rights as a resident in an Assisted Living Program. AT A MINIMUM, A RESIDENT HAS THE RIGHT:

(i) To receive courteous, fair and respectful care and treatment, and not be physically, mentally or emotionally abused or neglected in any manner;

(ii) To exercise his or civil rights and religious liberties, and to make personal decisions, including the choice of physician, and to have the assistance and encouragement of the operator in exercising these rights and liberties;

(iii) To have private written and verbal communications or visits with anyone of his or her choice, or to deny or end such communications or visits;

(iv) To send and receive mail or any correspondence unopened and without interception or interference;

(v) To present grievances and complaints including those related to care and services and recommend changes in policies and services on his/her behalf, or the behalf of other residents, to the administrator, facility staff, the Department of Health, other government officials, or any other parties without fear of interference, coercion, discrimination, or reprisal. This extends to the resident's designee, as well. If not satisfied with the results of the complaint investigation, the resident or his/her designee shall have the right to appeal the outcome to the Department of Health, as appropriate.

(vi) To join other residents or individuals inside or outside the facility to work for improvement of resident care;

(vii) To confidential treatment of personal, social, financial, and health records;

(viii) To have privacy in treatment and in caring for personal needs;

(ix) To receive a written statement (admission agreement) of the services regularly provided by the facility operator, those additional services which will be provided if the resident needs or asks for them, and the charges (if any) for these additional services;

(x) To manage his or her own financial affairs;

(xi) To not be coerced or required to perform the work of staff members or contractual work; and if the resident works, to receive fair compensation from the operator of the facility;

(xii) To have security for any personal possessions if stored by the operator;

(xiii) To have recorded on the facility's accident or incident report the resident's version of the events leading up to the accident or incident; and

(xiv) To object if the operator terminates the admission agreement against the resident's will.

(xv) To refuse treatment after being fully informed of and understanding the consequences of such actions, unless the refusal causes, or is likely to cause, in the judgment of a physician, life threatening danger to the resident or others.

IF YOU FEEL THAT ANY OF THESE RIGHTS HAVE BEEN OR ARE BEING VIOLATED, YOU MAY CONTACT THE ADULT HOME COMPLAINT HOTLINE AT (866) 893-6772.

Resident Protections

IN ADDITION TO YOUR RIGHTS AS A RESIDENT, SOCIAL SERVICES LAW AND REGULATIONS PROVIDE OTHER PROTECTIONS. THESE IMPORTANT PROTECTIONS INCLUDE REQUIREMENTS THAT THE OPERATOR, ADMINISTRATOR, STAFF OR OTHER AGENTS OF THE OPERATOR:

Provide to you, before or at the time of the admission interview, a copy of the Admission Agreement, a copy and explanation of resident rights and protections, the listing of Legal Services and Advocacy agencies made available by the Department, and a copy of any facility rules related to resident activities, and tell you of your obligation to comply with these rules;

Provide to you at least 30 days advance notice of any change in the facility's rate or charges for supplemental services;

Provide to you, your next of kin or representative of your choice, at least 30 days advance notice of the facility's intention to termination your admission agreement. The notice must include: the reason for termination; the date of termination; that you have a right to object to the termination of the agreement and discharge; that if you object, you may remain in the facility and the operator, in order to terminate, must begin a court proceeding; that you will not be discharged against your will unless the court rules in favor of the operator. At the time of notice, the operator must give you a list of agencies providing free legal and advocacy services within the local area of the facility;

Allow you to end your admission agreement, subject to the conditions for notice established in your admission agreement;

Guarantee that you keep, from any Supplemental Security Income (SSI) or Home Relief (HR) payments you receive, a personal needs allowance to buy any items the operator is not required to provide to you;

Offer each SSI or HR recipient the opportunity to keep personal allowance funds in an account maintained by the facility;

Maintain complete records on your personal allowance account and upon request, or at least quarterly, show or give you a statement which has all deposits, withdrawals, and the current balance in the account;

Allow you to review upon request Department-issued inspection reports, excluding any confidential attachments, for the most recent two year period.

Encourage and assist residents in organizing and maintaining committees, councils, or such other self-governing body as the residents may choose;

Maintain a system for accepting and responding to grievances and recommendations for changes or improvements in facility operations;

Allow you privacy in your room, subject to reasonable access by facility staff;

Neither physical restrain you nor lock you in a room at any time;

Allow you to leave and return to the facility at reasonable hours;

Neither require from you nor accept from you any gratuity (i.e., tip or gift) in any form.