

## ADMISSION AGREEMENT

- A. Facility agrees:
1. To provide basic room and board, general nursing care, social services dietary services and activities as required by law.
  2. To assist, provide or obtain, as required by law, the services of providers of Resident's choice for necessary care.
- B. The following provisions are applicable to all residents. The Resident and/or Legal Representative agree:
1. To give the facility five (5) days written notice to intent to vacate within this time or the time given in a notice of discharge issued by the facility.
  2. To have an attending physician and alternate physician who are available and who will visit the Resident regularly and in an emergency according to the policies of the Facility State, and Federal law.
  3. To the administration of such services as are required to carry out the Resident's plan of care as Resident, Facility and Resident's attending physician deem appropriate, except where the resident has indicated in writing to the facility and Resident's physician that a particular service is refused to the extent provided by law.
  4. To abide by all rules, regulations, policies, and procedures as are from time to time established by Facility.
  5. To initiate and maintain a proceeding in state court to appoint a Guardian or Conservator for the Resident within thirty (30) days of a written request by Facility to do so.
  6. To provide facility with a copy of any written document indicating the Resident's choices for treatment of terminal illness and/or use of life-sustaining medical treatment such as a Living will, Directive to Physicians, or a durable Power of Attorney for Health Care.
  7. That custody of the resident shall be assumed by the Resident or Legal Representative upon discharge, if this is medically appropriate as certified by the Facility's medical director, and if this is not in violation of state or federal law.
  8. The right of a Medicaid recipient/resident to facility services is not contingent upon past or future contributions.
  9. To be financially responsible, jointly and severally, for all charges accruing under this Agreement
  10. To pay, monthly, in advance, the Basic Daily Rate (referred to as "BDR" throughout this Agreement), as adjusted, in effect at the time the services are provided or to pay for items provided but not paid for by Medicare, Medicaid, or any other third-party payor.
  11. To acknowledge receipt of the following written information on which the charges for items and services provided by Facility as of the admission date are based:
    - a) Charges for items and services provided by Facility and:
      - 1) Included or excluded from the BDR.
      - 2) Not covered by Medicaid or Medicare, respectively, or the BDR.
    - b) Items and services provided by Facility and paid for by Medicaid or Medicare, respectively.
    - c) Acuity charge system or method of adjusting the BDR depending on the complexity of care required by the Resident.
    - d) To acknowledge that the foregoing are subject to change upon reasonable notice.
  12. To pay promptly when billed. If payment is not made by the fifth (5<sup>th</sup>) of the month, the Facility may add a late charge, not to exceed the maximum percentage rate permitted by law, to the payment due until full payment is received by Facility. A failure to make full payment by the fifth of the month may be treated by the Facility as ground for termination of this Agreement where merited under applicable law. The Resident agreed to pay the reasonable expenses of collection, including costs, disbursements, and attorney's fees.
  13. To pay the established rate for holding a vacant bed, if bed hold is requested, in compliance with Facility's policy on bed hold and readmission unless payment is made by Medicaid or another third-party payor.
  14. To settle all accounts with Facility, in full, at the time of discharge, to the satisfaction of the Administrator or designee. Resident and Legal Representative agree to assume financial responsibility for any legal charges related to proceedings to appoint a Guardian or Conservator for the resident.
- C. The following provisions are applicable to private pay residents only. Excludes Medicare & Medicaid residents.
1. The Resident and/or Legal Representative agree:
    - a) That the information given to enable the Facility to assist the Resident to apply for benefits under Titles XVII and XIX of the Social Security Act is correct; further, that the Facility is hereby authorized and directed to release information concerning Resident to insurance companies, federal intermediaries and/or state agencies, and regulatory bodies, in connection with care rendered or to be rendered to the Resident to the extent necessary for the Facility to assist the Resident in obtaining payment and otherwise comply with the applicable law.
    - b) I understand it is my responsibility to pay the nursing home and agreed sum of \$\_\_\_\_\_ as determined by patient resources or family subsidy upon admission, and by the \_\_\_\_\_ day of each and every month thereafter. If Medicaid benefits are denied, the status of the resident will be private pay at a rate of \$\_\_\_\_\_ per day.

c) Except where prohibited by law, to agree to the following assignment of benefits:

Except where Resident's healthcare benefit plan(s) provides for automatic payment of benefits to the provider of services, Resident and/or Legal Representative authorize payment of benefits, otherwise payable to Resident, for services rendered by Facility and/or as indicated on an accompanying bill or claim. Until revoked in writing by the Resident or Legal Representative, this assignment of benefits shall remain valid and in force for the Facility and/or as indicated on an accompanying bill or claim.

2. The Resident and Legal Representative agree:

a) Upon admission, payment shall be made for the day of admission and for any remaining days of the current month.

b) To pay to BDR as adjusted, for the day of discharge. Failure to give five (5) days written notice of intent to vacate will result in liquidated damages being charged to the resident's account in an amount equal to five (5) days at the BDR as adjusted. Within 30 days of discharge or whatever period is required by state law, Facility shall refund to the Resident the prepaid portion of the monthly rate pro-rated on a daily basis after deduction of all applicable charges.

D. General Agreements:

1. In the event the Resident knowingly leaves the facility or is temporarily away from the Facility under the care of any person not directly employed by the Facility, all responsibility of the Facility for the Resident's welfare shall terminate.
2. The Facility shall not be liable to the Resident or Legal Representative or his or her heirs, assigns, or representatives, or estate for any damages incurred by the Resident except if said damages are caused by the sole negligence of the Facility, its employees, or agents acting within the scope of their employment or agency. It is understood and agreed that the facility is not in any manner to be considered an insurer of the health, safety, or welfare of the Resident or the Resident's property.
3. The facility shall not be responsible for the loss of money and loss or damage to jewelry, documents, or other personal Resident's property.
4. All medical care provided to Resident by the medical Director or any other physician is a part of the physician's independent medical practice and is not provided by or on behalf of the Facility.
5. This agreement represents all of the understandings between the parties and there are no conditions, terms, or provisions affecting this Agreement which are not specifically contained herein. This Agreement shall not be modified, altered, or otherwise subject to any oral statements or representations not incorporated in writing in this Agreement.
6. The Facility operates under and in compliance with the terms of Title VI of the Civil Rights Act of 1964. No distinction will be made on the grounds of race, color, creed, national origin, age or handicap in the admission and treatment of Residents, the accommodations provided, the use of equipment and other facilities, and/or the assignment of personnel to provide services.
7. If any terms or conditions of the Agreement are invalid or unenforceable by reason of any rule of law, federal or state statute, or regulations, this Agreement shall be deemed amended to comply with the relevant law, statute, or regulation and shall remain in full force and effect.

I have read and understood the entire Agreement. I accept all terms and conditions stated therein.

\_\_\_\_\_  
Resident's Name

\_\_\_\_\_  
Facility Name

\_\_\_\_\_  
Date of Admission

\_\_\_\_\_  
Signature - Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Legal Representative

\_\_\_\_\_  
Legal Representative's Title  
(e.g., Guardian, Conservator, Power  
of Attorney)

\_\_\_\_\_  
Date

If a competent resident signs with an "X" or a mark, two witnesses must also sign.

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness #2

\_\_\_\_\_  
Date

**Revised: November 19, 2010**