

MANOR HILLS  
ADULT RESIDENTIAL CARE FACILITY  
4192-B BOLIVAR ROAD  
WELLSVILLE, NY 14895

RESPIRE ADMISSION AGREEMENT

BETWEEN: The operator of Manor Hills Adult Care Residence and:

Resident: \_\_\_\_\_

Responsible Party: \_\_\_\_\_

It is the purpose of Manor Hills Adult Care Residence to provide each resident and responsible party with a statement of terms and conditions of the temporary admission and living arrangements at Manor Hills located at 4192B Bolivar Road, Wellsville, NY 14895. The parties to this agreement understand that this residence is an Adult Care Facility providing lodging, board, 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 Social Services.

- I. This agreement is effective as of \_\_\_\_\_ and shall remain in effect for a period of no longer than six (6) weeks in any given period within a calendar year, unless amended or terminated by the parties in accordance with the provisions of section VII, of this agreement titled Termination.
  
- II. The operator of Manor Hills shall provide the following accommodations and services in the daily rate.
  1. A private ( ) or a semi-private ( ) room.
  2. Board including three nutritious meals a day, with an alternate available, served at regularly scheduled times: and a nutritious evening snack.

3. The following therapeutic diets when prescribed by your physician:
  - a. 1800 calorie ADA
  - b. Regular NAS (no added salt)
  - c. House Lo-Cal (regular with no concentrated sweets)
4. Personal care services as necessary on a twenty-four basis.
5. Twenty-four hour in house supervision.
6. Linen services.
7. Laundry of residents' personal washable clothing.
8. Housekeeping services.
9. Medication management.
10. An organized and diversified program of individual and group activities.
11. Case management services.

### III. Resident responsibilities:

The resident and/or the resident's representative shall be responsible for the following:

1. Payment of the required daily rate.
2. To provide personal clothing and effects. All clothing must be labeled.
3. Payments 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, a dated and signed medical evaluation which conforms to Department Regulations. Thereafter, a medical evaluation only upon change of health status.
5. To immediately inform the operator or designee of a change in health status, change in medication.
6. To obey smoking regulations and limit smoking to designated areas.
7. Participate in fire drills. They are held on a regular monthly basis for your safety and protection.

8. To assure safety for all of our residents we ask that electrical appliances be inspected by our maintenance department when they are brought in. Please notify administrative office for arrangements.
9. Residents of Manor Hills are free to leave Manor Hills and return at their discretion. All residents, however, must sign out when leaving and sign in when returning. This can be done at the front desk. You will also be asked to give an approximate time when signing in and out.
10. All meals will be served in the dining room. Exceptions for temporary illness can be made.
11. Residents are permitted to have food in their rooms as long as it is properly stored in closed containers. Perishable items must be kept refrigerated either in the family gathering room or in your own personal refrigerator in your room (these are not provided by the facility) for sanitation purposes.
12. If you find that you are incompatible with your roommate, you will be given the option of a room change when an appropriate vacancy becomes available. We expect you to treat your roommate and fellow residents with courtesy and ask that you respect the rights of others as your rights are adhered to.
13. Personal care services are provided on a daily basis. Our employees are trained to promote good hygiene practices and it is vital that we have your cooperation when delivering this service.

#### IV. FINANCIAL ARRANGEMENTS:

##### A. Rate:

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

Monthly Rate \$ \_\_\_\_\_ \* Payment due by \_\_\_\_\_

Weekly Rate \$ \_\_\_\_\_ \* Payment due by \_\_\_\_\_

Daily Rate \$ \_\_\_\_\_ \* Payment due by \_\_\_\_\_

\*Must include payments made by a third party\*

The operator of Manor Hills shall not accept any tip or gratuity in any form.

#### B. 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 \_\_\_\_\_. (The total of the daily rate for a month shall not exceed the established monthly rate) The length of time the space shall be reserved is \_\_\_\_\_. A provision to termination as set forth in section VII of this agreement.

#### C. Gifts

If the 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 terms transfers to this agreement and include any agreements made by third parties for the benefit of the resident.

### V. RESIDENT RIGHTS AND PROTECTION:

The operator of Manor Hills agrees to provide each resident with a copy of the Resident's rights and protection and to treat each resident in accordance with the principles state within.

#### VI. PERSONAL ALLOWANCE ACCOUNTS:

The operator of Manor Hills agrees to establish a personal allowance account for all residents who desire one. A statement of offering form will be executed with the resident or representative.

The resident agrees to inform the Operator if he/she 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:

The admission agreement and residency at Manor Hills may be terminated in the following ways:

1. By mutual agreement of the resident and the Operator.
2. Upon three ( 3 ) days notice from the resident to the Operator of the resident's intention to terminate the agreement and leave Manor Hills.
3. Upon thirty (30) days written notice from the operator to the resident 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 the favor of the operator. The grounds upon which involuntary termination may occur are:

- a. The resident has a change in status and requires long term adult care. The resident and the operator agree to a long term commitment. A long-term admission agreement will be completed in accordance with the New York State Social Services Law and the Regulations of the New York State Department of Social Services.
- b. The resident requires continual medical or Nursing care, which Manor Hills can not provide.
- c. The resident's behavior poses imminent risk of death or imminent risk of serious physical harm to himself or others.
- d. 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 premises, materials, equipment and food which the resident has agreed to pay pursuant to the resident's admission and service agreement. If failure to make timely payment resulted from an interruption in the receipt by the resident of any public benefits to which he/she is entitled, no voluntary termination can take place unless the operator, during the 30 days notice period, assists the resident in obtaining such benefits, or any other available supplemental public benefits. The resident and/or legal representative must cooperate with such efforts by the operator.
- e. The resident repeatedly behave 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.

- f. The operator has had operating certificate limited, revoked, temporarily suspended or the operator has voluntarily surrendered the operating certificate of Manor Hills to the New York State Department of Social Services, or;
- g. A receiver has been appointed pursuant to section 461-f of the New York Social Service 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 the resident a notice of termination on a form prescribed from the State Department of Social Services. 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 termination, a statement of the resident's rights to object and a list of the legal and advocacy resources approved by the State Department of Social Services. Copies will be sent to the resident's next-of-kin, legally responsible relatives and 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. When the resident challenges the court termination, the operator, in order to terminate, must institute a special proceeding in court. The resident will not be charged against his/her will unless the court rules in favor of the operator.

## VIII. TRANSFER

Notwithstanding the above, the 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 respite admission

and without thirty (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 or nursing services are required. When the basis for the transfer no longer exists and the resident is deemed appropriate for placement in an adult home, he/she shall be readmitted when an opening becomes available.
2. In the event that a 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 New York State Social Services Law and is providing for the orderly transfer of all residents in the facility 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.

#### A. BED RESERVATIONS:

Manor Hills shall give resident's the option of reserving their room in the event of a temporary absence from the facility. Reservations are at the same daily rate and shall be reserved until such time as the resident or representative requests that the reservation be cancelled, or notification from the physician or hospital that the resident is in need of a higher level of care. This does not supersede the requirements for termination in section VII of this agreement.

#### IX. REFUND 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 Manor Hills. In addition, the operator shall return, within three (3) business days of the termination of the agreement, any money, property or anything of value held in safe

keeping or owed to the resident. This shall include any money or property of the resident that comes into possession of the operator after discharge. Manor Hills shall not be responsible for such valuables, or belongings left more than thirty (30) days after termination of the respite admission agreement.

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.

Upon termination of the agreement and when appropriate, the operator shall turn over the property of the individual to the legal representative or the Surrogates Court of the County.

#### X. 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 Care Facilities shall be null and void.

#### XI. MISCELLANEOUS:

Supplemental Services: Attached to the agreement is a listing of additional services as well as the basis for additional charges. These supplemental services are provided as a courtesy to our residents and Manor Hills shall guarantee that such services shall be provided only with the express written approval of the resident or legal representative. Charges shall be at a reasonably related cost of actual services or supplies.

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 order of the resident's personal physician to provide additional care, services or supplies.

2. Upon thirty (30) days notice to the resident and/or representative of additional charges and expenses due to the increase cost of maintenance and operations.
3. In the event of an 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.
4. Upon the express written approval and authority of the resident or legal representative.

### RESPITE ADMISSION AGREEMENT

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 Resident

DATE: \_\_\_\_\_  
Signature of Legal Representative

DATE: \_\_\_\_\_  
Signature of Operator or Designee

SUPPLEMENTAL SERVICES AND SUPPLIES

This statement is part of the agreement with Manor Hills and shall specify operator responsibility to provide and resident responsibility for payment of the following items:

ITEM \_\_\_\_\_ BASIS FOR THE ADDITIONAL CHARGES

\_\_\_\_\_ Dry Cleaning..... Special laundering and dry cleaning per resident expense

\_\_\_\_\_ Professional Hair grooming..... Prices are posted in the beauty shop

\_\_\_\_\_ Personal Toiler Articles..... We only supply toilet paper in the bathrooms

\_\_\_\_\_ Commissary Goods

\_\_\_\_\_ Extraordinary Activities Supplies... We furnish equipment only per planned activities of the facility

- \_\_\_ Special Cultural Events.....Per activity function
- \_\_\_ Transportation.....Per planned activities and special request & arrangements with administration
- \_\_\_ Medical.....For emergency care only
- \_\_\_ Recreation..... Per planned activities
- \_\_\_ Telephone calls..... Per expense of resident
- \_\_\_ Other (Specify).....Medications for residents
  - .....Telephones for residents rooms
  - .....Televisions for residents rooms

Signature of Resident \_\_\_\_\_ Date \_\_\_\_\_

Signature of Resident's Representative \_\_\_\_\_ Date \_\_\_\_\_

Signature of Operator Or designee \_\_\_\_\_ Date \_\_\_\_\_

\* Except where payment is available under Medicare, Medicaid or other coverage.

## STATEMENT OFFERING PERSONAL ALLOWANCE ACCOUNT

For Supplemental Security Income SSI or HRI Recipients

I understand that Social Services Regulations provide me as an SSI or HR recipient, with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator cannot accept my personal allowance to pay for supplies and services that the operator is required to provide by law, regulation, or admission agreement, in addition, my personal allowance may not be used to pay the operator for any services for which payment is available under Medicare, Medicaid, or third party coverage.

I understand that the operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal allowance funds.

I understand that I or my representative choose a facility maintained personal allowance account, the Department of Social Services Regulations require the operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account) show or give me upon request, or at least every three months, a summary of my account which includes my current balance; tell me of any other important facts about my account.

I understand that I do not have to put my funds in a facility maintained account.

I understand that I may close my facility maintained account at any time and have my funds returned to me.

I understand that there are legal protections for my funds and account

I understand that I may ask the Department of Social Services or legal / advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

Check one of the following boxes:

I authorize the operator to establish a facility maintained personal allowance account.

I do not authorize the operator to establish a facility maintained personal allowance account.

As representative for \_\_\_\_\_, I agree to comply with the personal allowance requirements set forth above. I do  I do not  authorize the operator to establish a facility maintained personal allowance account.

I am not as SSI or HR recipient. However, the operator has offered to maintain a personal fund account for me. I hereby authorize such an account.

Signature of Resident \_\_\_\_\_ Date \_\_\_\_\_

Signature of Residents  
Representative \_\_\_\_\_ Date \_\_\_\_\_

Signature of Operator or  
Designee \_\_\_\_\_ Date \_\_\_\_\_