

Enriched Housing Program Admission Agreement

I. General Provisions

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

_____ and
Name of Enriched Housing Program

_____ and _____ stating
Name of Resident Resident's Representative

the terms and conditions of the resident's admission and living arrangements at the

_____, located at
Name of Enriched Housing Program

Address

This agreement is effective as of _____ and shall remain in effect until
Date

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 Enriched Housing Program.

The parties to this agreement understand that this Enriched Housing Program is an adult care facility providing lodging, board, housekeeping, personal care, and supervision services to the resident in accordance with the New York State Social Services Law and the regulations of the New York State Department of Health.

II. Enriched Housing Program Services

The operator shall be responsible for the provision of the following:

- 1) Housing (describe living arrangement).

2) One prepared, hot congregate meal per day, plus food and assistance with shopping for and preparation of food for other meals and snacks.

3) Personal care services as necessary.

4) Social services case management.

5) Housekeeping services.

6) Linen services.

7) Laundry of resident's personal washable clothing.

8) Assistance in arranging transportation for purposes of obtaining medical and dental care and other essential services.

9) A coordinated activities program.

10) Provision of 24-hour emergency coverage by a responsible person(s).

III. Resident Responsibilities

The resident and 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, a dated and signed medical evaluation which conforms to Department regulations. Thereafter a medical evaluation which conforms to

Department regulations at least once every twelve (12) months or more frequently if change in condition warrants.

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 their rights and property of other residents.

IV. Financial Arrangements

A. Rate

The resident and the resident's representative agree to 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:

Monthly Rate \$ _____ * Payment due by _____

Weekly Rate \$ _____ * Payment due by _____

Daily Rate \$ _____ * Payment due by _____

* Must include payments made by a third party.

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 for additional charges, fees, or assessments for such services and supplies. The operator guarantees that supplemental services or supplies shall be provided at resident option and charges shall 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 his 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 representative of additional charges and expenses due to increased cost of maintenance and operation.
- 4) In the event of any emergency which affect 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 _____. (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 _____. A provision to reserve a 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 Responsibilities

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 Home Relief (HR) 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 HR funds.

The resident or the resident's representative shall complete the following:

- | | Check One |
|---|--------------------------|
| I receive SSI funds or I have applied for SSI funds | <input type="checkbox"/> |
| I receive HR funds or I have applied for HR funds | <input type="checkbox"/> |
| I do not have either SSI or HR | <input type="checkbox"/> |

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 termination the agreement and leave the Enriched Housing Program;

3. Upon 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 are:

1. The resident requires continual medical or nursing care which the Enriched Housing Program cannot provide;
2. The resident's behavior poses imminent risk of death or imminent risk of serious physical harm to himself or anyone else;
3. 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 services agreement. If failure to make timely payment resulted from an interruption in the receipt by the resident of any public benefits to which he is entitled, no involuntary 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 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 Enriched Housing Program;
5. The operator has had its operating certificate limited, revoked, temporarily suspended, or the operator has voluntarily surrendered the operating certificate of the Enriched Housing Program to the New York State Department of Health;
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

Enriched Housing Program 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 by the State Department of Health. 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 Health. Copies will be sent to the 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 will unless the court rules in favor of the operator.

In the event the lease for the dwelling unit in which the resident resides is between the resident and the landlord directly, termination of this enriched housing admission agreement will not in and of itself terminate the lease and corresponding occupancy in the dwelling unit.

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 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. When the 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 Enriched Housing Program 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 Enriched Housing Program. In addition, the operator shall return, within three (3) 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 termination 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 a resident dies without a will and the whereabouts of the next-of-kin of the individual is unknown, the operator shall then contact the Surrogate's Court of the County wherein the Enriched Housing Program 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 for Enriched Housing Programs 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. 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.

Dated: _____

Signature of Resident

Dated: _____

Signature of Resident's Representative

Dated: _____

Signature of Operator or His Designee

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:

<u>Item</u>	<u>Basis for the Additional Charge</u>
Dry Cleaning	<input type="checkbox"/> _____
Professional Hair Grooming	<input type="checkbox"/> _____
Personal Toilet Articles	<input type="checkbox"/> _____
Commissary Goods	<input type="checkbox"/> _____
Extraordinary Activities Supplies	<input type="checkbox"/> _____
Special Cultural Events	<input type="checkbox"/> _____
Transportation	<input type="checkbox"/> _____
*Medical	<input type="checkbox"/> _____
Recreational	<input type="checkbox"/> _____
Long Distance Telephone Calls	<input type="checkbox"/> _____
Other (Specify)	
_____	<input type="checkbox"/> _____
_____	<input type="checkbox"/> _____
_____	<input type="checkbox"/> _____

Dated: _____

Signature of Resident

Dated: _____

Signature of Resident's Representative

Dated: _____

Signature of Operator or His Designee

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