

ADMISSION AGREEMENT ADDENDUM FOR THE ASSISTED LIVING PROGRAM

I. General Provisions

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

_____ and
(Adult Care Facility/ALP)

_____ and _____ stating
(Resident) **Resident's Representative (if any) the**
terms and conditions of the resident's admission and living arrangements at the
_____, located at
(Adult Care Facility/ALP)

Address

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 Department of 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:

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- 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 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 not later than 45 days from the date of admission on a form conforming to Department regulations. The resident agrees to cooperate with the reassessment process which includes obtaining an approved medical evaluation form every six (6) 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

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.

Should the resident be eligible for Medicaid, the operator agrees to accept the established Medicaid ALP rate for the services outlined in Section II of this Addendum. This payment is in addition to the specified rate in the Admission Agreement.

The resident is eligible for Medicaid. Y _____ N _____

Rate

The resident and the resident's representative, if any, agree to pay, and the operator agrees to accept, the following payment in satisfaction of Section II of this addendum (select one schedule of payment). This payment is in addition to the specified rate in the Admission Agreement.

Monthly Rate \$ _____ Due Date _____

Weekly Rate \$ _____ Due Date _____

Daily Rate \$ _____ Due Date _____

V. 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, if any)

Dated: _____
_____ (Signature of Operator or His Designee)

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 New York State Department of Health's Centralized Complaint Intake Program at 1-866-893-6772.

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 terminate 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 physically 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.
