

THE FRIENDLY HOME

3156 East Avenue, Rochester, NY 14618

ADMISSION AGREEMENT

This Admission Agreement is entered into on **DATE**____, **2020** by and between The Friendly Home (hereinafter referred to as "FH"), **NAME of ADDRESS, CITY, STATE ZIPCODE** (hereinafter referred to as "Member" or "You"). FH and the Member agree to the following terms and conditions relating to the admission and provision of services to the Member by FH:

I. **CONDITIONS TO ADMISSION OF MEMBER**

a) **Personal Physician** You understand that FH cannot admit you except on a physician's order. You must meet the admission criteria per FH policy and you agree to authorize your physician to perform such examinations as may be required by NY State law or regulation for your admission.

- i) By signing this agreement, you select and designate a FH physician as your personal physician. FH retains the services of physicians, physician assistants and nurse practitioners licensed to practice in New York State to provide medical services to its Members; and you agree to be examined and treated by any or all medical professionals during your stay at FH. You have the right to appoint a physician of your choice as your physician if he/she is currently credentialed and has privileges to practice at FH as well as is licensed and currently registered to practice medicine in New York State.
- ii) You agree to a physician visit at least once every thirty (30) days for the first ninety (90) days after admission; and at least once every sixty (60) days thereafter and more often when medically indicated. If you use your own physician, you agree to see to it that each such visit by your personal physician or alternate physician is made on a timely basis.
- iii) You authorize FH to arrange for another physician to examine you if your personal or alternate physician is not available for the next scheduled visit or immediately when required by your medical condition.

b) **Dental Examinations** You agree to undergo a complete oral examination to be performed within 30 days after admission, by a licensed and currently registered dentist or dental hygienist, and by a dentist at least annually thereafter. You authorize FH to assist in arranging for such services. You will be responsible to pay for all dental services not covered by any third party payor or other insurance coverage for which you are eligible.

c) **Financial Statement** Prior to admission you agree to furnish FH, and also upon request at any reasonable time after admission, a true statement of all of your financial resources and income and insurance information.

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FH agrees to cooperate with you in applying for any insurance benefits or other reimbursement programs for which you may be eligible. You agree to notify FH promptly if you add or discontinue any medical insurance coverage, and if there are any other changes in your Medicare or private insurance coverage. In addition, you will notify FH when your personal resources have declined to \$30,000.00, in order to allow sufficient time to meet the Department of Social Services' Medicaid eligibility requirements and to allow your Medicaid application to be processed timely. By signing this Agreement you certify that the financial information you have provided to FH, which is hereby made a part of this Agreement, is true, accurate, complete, and can be relied upon by FH.

II. RESIDENT DESIGNATED REPRESENTATIVE, POWER OF ATTORNEY, AND HEALTH CARE AGENT

a) You have appointed one or more individuals to act on your behalf as your Member Agent(s), as indicated in your Fiscal Agent Agreement and/or other legal documents provided. The Member Agents you appoint are your Designated Representative, your Fiscal Agent and/or Power of Attorney, and your Health Care Agent. You agree to promptly notify FH of any and all changes in address, phone number or identity of any Agent. You direct all current and future Fiscal Agents and/or Powers of Attorney to (1) meet all payment obligations under this Agreement from Member's assets and/or insurance coverage, including by signing additional authorizations as required, (2) cooperate in obtaining Medicaid and recertification of Medicaid for Member, if needed, (3) manage Member's assets responsibly so that FH will not be denied payment for the cost of care from Member's assets and from Medicaid. Member authorizes FH and its agents, including without limitation, FH's attorneys and debt collectors, to communicate directly with Member's Agents and family members regarding the terms of this Agreement, including without limitation with respect to payment of Member's bills and debt to FH and collection of any amount owed to FH.

III. SERVICES PROVIDED BY FH

a) Basic Services

FH shall provide the Member the following Basic Services for the Basic Charge specified in Section IV (a) of this Agreement:

i) **Room.** Lodging, a clean, healthful, sheltered environment, properly outfitted room. Member understands that room transfers may be necessary, and agrees to cooperate in making such changes.

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- ii) **Board.** Board, including therapeutic or modified diets as prescribed by a physician.
- iii) **Nursing and Other Services.** Twenty-four hours per day nursing care and services by other staff members in the daily performance of their assigned duties.
- iv) **Equipment and Supplies.** All equipment, medical supplies and modalities notwithstanding the quantity usually used in the everyday care of FH Members, including but not limited to: catheters, hypodermic syringes and needles, irrigation outfits, dressings and so forth. Also, the use of equipment customarily stocked by FH including but not limited to: crutches, walkers, wheel chairs and/or other supportive equipment. This also includes training in the use of equipment when necessary, unless such item is prescribed by your physician for your regular and sole use. Those supplies which are Medicare allowable will be billed to Medicare Part B and are not part of the basic charge.
- v) **Oxygen.** Oxygen is provided as a part of the Member's care and treatment when ordered by the Member's medical providers.
- vi) **Bed Linen.** Fresh bed linen, as required, changed at least twice weekly, including sufficient quantities of necessary bed linen or appropriate substitutes are available; linen is changed as often as required for incontinent Members.
- vii) **Gowns or Pajamas.** Hospital gowns or hospital pajamas as required by the clinical condition and needs for privacy and dignity of the Member, unless the Member elects to furnish these items.
- viii) **Laundry Service.** Laundry services for hospital gowns or pajamas and other launderable personal clothing items used by Member.
- ix) **Medicine Cabinet Supplies.** General household medicine cabinet supplies, including but not limited to: non-prescription medications as stocked by FH, materials for routine skin care, oral hygiene, routine care of hair and so forth, except when specific items are medically indicated and prescribed for exceptional use by a specific Member.
- x) **Assistance/Supervision.** Assistance and/or supervision when required with activities of daily living, including but not limited to toileting, bathing, feeding, ambulating/mobility and transfers.
- xi) **Activities.** An activities program, including but not limited to a planned schedule of recreational, motivational, social and other activities, together with necessary materials and supplies.

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- xii) **Social Work and Pastoral Care Services.** Assistance in obtaining qualified social services and pastoral care services as needed, in coordination with available community resources, together with consultation by a qualified Social Worker.
- xiii) **Dental Services.** See (I b)
- xiv) **Physician/Physician Assistant/Nurse Practitioner Services.** The services of the attending physician, physician assistants, and/or nurse practitioners are available. If such individuals are employees of FH, your medical insurance carrier will be billed as appropriate. You will be notified of any co-pays or deductibles as they apply.

b) Additional Services

FH agrees to make available to you on a fee-for-service basis the additional services listed below to the extent that your personal physician orders them. Member shall be responsible for and shall promptly pay for all fees, co-payment, co-insurance and deductible amounts due for any and all of these services provided to the Member.

- i) **Audiology.** Services related to your hearing to be administered by a qualified audiologist.
- ii) **Therapy Services.** Physical, occupational and/or speech pathology treatment provided by or under the supervision of a qualified therapist as prescribed by your physician. Respiratory therapy, as prescribed by the primary care physician. Rehab services for a mental disorder and intellectual disability, or services of a lesser intensity, as prescribed by the primary care physician.
- iii) **Lab or x-ray.** Laboratory and radiology services administered by appropriately licensed personnel.
- iv) **Podiatry .** Podiatry services administered by an appropriately qualified specialist which services may include special nail care, corn and callous care, and other procedures as ordered by your physician.
- v) **Medical Specialty Services.** Medical specialty services including but not limited to psychiatry, dermatology, orthopedics, surgery and ophthalmology provided by a qualified specialist.
- vi) **Prescription Drugs.** Prescription drugs are not included in the FH daily rate. For Members with Medicare Part D and/or other third party coverage, the costs of prescription drugs will be billed to such payor on a monthly basis. The cost of

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the Member's prescription drugs that are not covered under any third party payor plan, including but not limited to Medicare Part D, will be billed monthly to the Member and the Member shall promptly pay all charges, co-payments, co-insurance and deductible amounts due for the prescription drugs provided to the Member.

All medications administered to Members of FH must be dispensed by the FH contracted pharmacy. Medications brought to the FH from the Member's home or from another facility will not be administered to the Member.

- vii) **Dental Surgery and Prosthesis.** Dental surgery, orthodontia work, dental prosthesis (including repair).
- viii) **Additional Services and Supplies.** Additional supplies or services will be provided if prescribed or recommended by the attending physician. Examples of additional services and supplies include but are not limited to: diagnostic services as ordered by a physician and not routinely provided by FH, any outside medical specialists and consultants, audiology equipment, dental surgery and/or prosthesis, eye exams and/or glasses, and intravenous therapy.
- ix) **Transportation Expenses.** FH shall make arrangements for Member transportation as necessary for medical care or services provided outside of FH. The Member shall be responsible for the payment of transportation expenses not covered by third party payors.
- x) **Personal Items.** The Member shall pay for items of a personal nature including clothing, personal items, beautician and barber services, professional dry cleaning, cosmetics, specialty brand toiletries, newspapers, magazines, television and telephone service.

IV. CHARGES AND PAYMENTS FOR SERVICES TO MEMBER

- a) **Basic Charge**
 - i) You agree to pay to FH the Basic Charge per day of \$XXX.00 plus a required New York State Assessment Tax.
 - ii) FH reserves the right to adjust the Basic Charge and charges for additional services upon giving thirty (30) days' prior notice to Member, unless a room change to a room with a different rate is made in accordance with the Member's wishes or needs.

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- iii) Member will be charged for the day of admission but will not be charged for the day of discharge.

b) Initial Payment

- i) If the Member is private pay, without third party payer or other insurance coverage in force on the day of admission, or a Member who has not requested a Medicare eligibility review, Member may be requested to provide advance payment to the FH, prior to or on the day of admission, this amount being equal to sixty (60) days advance payment of the Basic Charge not including any charges for ancillary services.
- ii) If the Member is a Medicaid recipient, the Member shall pay FH the amount specified in the NAMI Budget Letter. You agree to provide FH with a copy of your Budget Letter upon receipt.
- iii) If the Member has Medicare Part A coverage in effect for admission to FH, no initial payment is due to FH until the Medicare Part A coverage ends or is denied.
- iv) You agree to and hereby assign, direct and authorize payment to FH or its contract service designees, any Medicare, Excellus, MVP or other related insurance benefits for any covered services furnished by or through FH, including physician services while a Member at FH. You agree to provide proof of all insurance coverage and to provide FH with written notice of any changes in your insurance coverage or insurance carrier.

c) Monthly Payment

- i) Basic Service Fees are due on the day of admission for the balance of the month of admission. Basic Service Fees for all subsequent months are due the first day of each month. The fee is calculated by multiplying the daily rate by the number of calendar days in the month. The calculation includes the day of admission and excludes the day of discharge.
- ii) If the monthly charge is not received by the Home within ten (10) days after it is due, the Home may charge a late payment of 1.25% of the amount overdue for each month or portion of a month for which it is overdue, not to exceed the maximum amount permitted by law.
- iii) If the Member is discharged prior to the end of a period for which the Basic Service Fee has been paid, prepaid monies in excess of the amount necessary to cover charges for services already provided will be refunded to the Member, Fiscal Agent or Designated Representative.
- iv) In the event of the Member's death, the Home will refund to the Member's estate, or to whomever has been appointed by the Surrogate Court, any prepaid monies in excess of the amount necessary to cover charges upon receipt of sufficient evidence that the party is entitled to the refund.
- v) Bedholds not covered by insurance are due in the same manner as #1 above.
- vi) Any coinsurance and deductible amounts not covered by medi-gap insurance are payable by the Member or on his/her behalf by the Fiscal Agent.
- vii) Noncompliance with payment requirements or failure to timely pursue a Medicaid application may result in the Home's requirement of representative

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payee status. In addition FH may require direct deposit to a designated financial institution account of the FH of governmental benefit checks including but not limited to Social Security, Veterans, or Railroad Retirement that is intended to satisfy the net allowable monthly income (NAMI) as determined by the Department of Social Services.

viii) The fiscal agent or Member authorizes the assignment of benefits of all applicable insurance payments (Medical or long Term Care) to be paid directly to The Friendly Home.

d) Financial Assistance Programs

i) It shall be the responsibility of the Member and Fiscal Agent to make application for Medicaid or other reimbursement programs including the preparation of any and all supporting documents which may be required of the Member in connection with such application. FH agrees upon request to assist the Member and Financial Agent in the preparation and filing of such application.

ii) All payments due under this Agreement will continue to be made by the Member until FH receives written notice of the Member's eligibility to receive Medicaid or other reimbursement funds.

V. MEMBER FUNDS

a) Members may deposit money in a Member Safekeeping Account, maintained by FH in accordance with the terms of Section V (b) below, for use in paying for personal items. A Member who receives Medicaid shall receive such personal money as provided in the Medicaid regulations and may have all or any part of these funds deposited into a Safekeeping Account, maintained by FH in accordance with the terms of Section V (b) below, for use in paying for personal items.

b) FH makes available to its Members, on a voluntary basis, access to a Member Safekeeping Account. Money deposited into such accounts will be maintained by FH in an interest bearing account and may be withdrawn as cash during Business Office hours and after hours upon request by Member. FH will not be responsible for cash withdrawn by Member. A quarterly statement of account, including deposits, withdrawals and the interest earned and compounded quarterly on the funds in the account, will be provided to you or your representative. If Member funds go into a negative balance, the balance due must be paid immediately.

VI. DISCHARGE OF RESIDENT, RESERVATION OF ROOM

a) Discharge of Member

i) The Member is free to leave FH at any time. The Member is requested to give seven (7) days prior written notice of the Member's voluntary discharge from FH.

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ii) The Member agrees that in the event the Member discharges himself from FH against the advice of the attending physician and FH, the Member shall indemnify and hold harmless the physician, FH, its employees and agents, against all claims, actions, proceedings, costs, damages and liabilities, including reasonable attorneys' fees arising out of, connected with or resulting from such discharge.

b) Discharge by FH

- i) FH may, upon thirty (30) days' prior written notice, transfer or discharge the Member if: the Member fails to timely pay for care provided; or, if FH ceases to operate.
- ii) FH may transfer or discharge the Member with less than thirty (30) days' notice: in event of a medical emergency or as necessitated by the Member's urgent medical needs; the health of individuals in FH would otherwise be endangered; the safety of individuals at FH would otherwise be endangered; when the Member's health has improved sufficiently to allow a more immediate transfer or discharge; the transfer or discharge is being made to comply with a request by the Member; or if an immediate transfer of the Member is required by licensing authorities.
- iii) The Member acknowledges that FH may transfer or discharge the Member to the Member's home, to the home of the Member's Designated Representative or family, or to any other location for which an appropriate discharge plan can be developed.

c) Discharge Planning for Transitional Care

You agree to accept discharge planning upon the advice of your personal physician and FH rehab team and to be discharged from FH upon attainment of the goals set forth in your care plan. You agree to cooperate and participate with FH staff in preparing and executing your discharge plan. Should you request and require long-term care services, you acknowledge and agree that you may be required to transfer to another bed within FH. A stay in transitional care does not guarantee placement on any other unit at FH. Formal application and admission criteria must be met. You further acknowledge that should you be admitted for long-term care services at FH, those services would be provided under this Member Admission Agreement.

d) Refunds

Subject to Section V(a) and V(b), FH agrees to refund promptly the proportion of prepaid charges in excess of the proportion obligated for services already furnished in the event the Member leaves FH prior to the end of a payment period for reasons beyond the control of the Member.

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e) Bed Hold Policy

When a Member is transferred to an acute care hospital setting, the bed is retained when:

- i) **Non - Medicaid Members.** The Member agrees to pay the Basic Charge for each day the bed is held during the period of temporary hospitalization.
- ii) **Medicaid Members.** Medicaid does not cover payment for bed holds when a Member is hospitalized. The Home will readmit on a priority basis.
- iii) **Therapeutic Bed Hold.** The Department of Health will reimburse the FH to reserve the bed of an eligible Medicaid recipient for a maximum of 10 days per 12 month period for temporary therapeutic leaves of absence.

VII. RESPONSIBILITY FOR PERSONAL ITEMS

a) General

FH shall not be responsible for lost or damaged items of any kind including but not limited to cash, jewelry, eyeglasses, hearing aids or dental prostheses, unless such items have been given by the Member to FH for safekeeping or the FH is clearly responsible for their loss or damage.

b) Responsibility for Personal Items upon Discharge or Death

- i) Upon the discharge of the Member, Member shall be responsible for the timely removal of all personal items. The Member and Member Designated Representative agree to remove all of Members belongings on the date of discharge. Any personal items not removed from FH within thirty (30) days after notice has been given by FH shall be deemed abandoned. FH shall have the right to dispose of the items in any way including, but not limited to the sale of such items.
- ii) Upon the death of a Member, the Designated Representative or Executor is asked to remove all of the Member's personal belongings within 24 hours. Items remaining in the FH after 24-hours will be generally inventoried and moved to a secure location. Any personal items remaining in FH thirty (30) days after notice shall be deemed abandoned. FH shall have the right to dispose of such items in any way including, but not limited to the sale of such items.

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VIII. MEDICAL AND FINANCIAL RECORDS

a) FH shall keep such records on the Member as are required by applicable law and regulations.

b) FH shall maintain the confidentiality of the Member's records. However, FH is authorized by the Member to disclose information from Member's records to representatives of the State Department of Social Services, State Health Department, other governmental bodies when required, appropriate health care professionals and personnel treating Member, and as required by third party contract payers. By signing this Agreement, Member hereby acknowledges receipt of the FH Privacy Notice.

IX. MISCELLANEOUS PROVISIONS

a) This Agreement contains the entire agreement between the parties and may not be amended or modified except in writing.

b) The failure of any party to require the performance of any term of this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.

c) In the event any court of competent jurisdiction shall hold any of the provisions of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provisions hereof.

d) The laws of the State of New York hereof shall govern this Agreement and the terms and conditions.

e) By signing this Agreement, Member certifies that the information given by Member in applying for payment under Title XVIII of the Social Security Act is correct. Member authorizes any holder of medical or other information about Member to release to the Social Security Administration or its intermediaries or carriers any information needed for a Medicare claim. The Member requests that payment of authorized benefits be made on the Member's behalf.

f) By signing this Agreement Member specifically designates FH as Member's agent for submitting payment requests to Medicaid or other payors and assisting with any Medicaid application, and for appealing any and all denials of such requests or applications. Member agrees to provide FH and Medicaid with any and all records and supporting documents including bank and financial records, that may be required. Member hereby authorizes personnel of any banks or other financial institutions maintaining Member funds or other

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assets to release information to FH representatives. Member agrees that upon filing of a Medicaid application or recertification application, Member appoints FH as a limited power of attorney for the Member solely for the purpose of obtaining banking and financial information necessary for Member's completion of the Medicaid or other applicable application.

g) By signing this Agreement, Member expressly authorizes personnel of the county and/or state department of social services, other Federal, State or local agencies, Medicare and other third-party payors to communicate with and furnish information to FH concerning Member's eligibility for Medicaid, Medicare or other insurance. Member grants FH access to the Member's Department of Social Services Medicaid application and recertification file.

X. RECEIPT OF DOCUMENTS

The Member has received a copy of the following documents:

- a) Member's Handbook
- b) Advanced Directives Information
- c) Admission Agreement
- d) Resident Rights
- e) Fiscal Agent Agreement

**XI. PRIMARY CARE PHYSICIAN AFTER
ADMISSION TO THE FRIENDLY HOME**

The name, address, and telephone number of the Member's primary care physician is:

Name: Dr. NAME (to be determined upon admission)

Address: 3156 East Avenue

Rochester, NY 14618

Friendly Home Medical Staff Office: 789-3020

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STATE AND FEDERAL LAWS PROHIBIT DISCRIMINATION ON ADMISSION, RETENTION AND CARE OF MEMBERS ON THE BASIS OF RACE, CREED, COLOR, BLINDNESS, MARITAL STATUS, PHYSICAL HANDICAP, NATIONAL ORIGIN, SEX, SEXUAL PREFERENCE OR SPONSOR.

MEMBER

THE FRIENDLY HOME

Name of Member

By: _____
Signature of FH Representative

Signature of Member
Or

Print Name

Signature of Member Representative

Title

Relationship to Member

Date

Date

Revised 3/1/2017