



FOUR SEASONS

Nursing & Rehabilitation Center

SUNRISE CENTER

ADULT DAY HEALTH CARE CENTERS

LAKESIDE CENTER

ADMISSION AGREEMENT

ADULT DAY SERVICES AGREEMENT made this _____ day of _____, 20____, by and between the ADULT DAY SERVICES PROGRAM OF THE FOUR SEASONS ADULT DAY HEALTH CARE CENTER a for-profit Corporation (hereinafter referred to as the "Adult Day Services Program" or the "Program") located at:

☐ 9517 Avenue J,
Brooklyn, New York 11236

☐ 945 East 108 Street
Brooklyn, New York 11236

and

Name of Registrant _____
(Last) (First)

(hereinafter referred to as the "Registrant" residing at _____

or Name _____
(Last) (First)

the Registrant's next of kin and/or Sponsor (hereinafter referred to as the "Responsible Party", residing at _____

In consideration of the mutual promises and obligations set forth herein, the Adult Day Services Program accepts the Registrant for admission daily occupant for care, subject to the following terms and conditions:

I. ADMISSION

A. Criteria: The Registrant will be admitted to the Adult Day Services Program, subject to availability, when ordered by an authorized New York State licensed physician, and only if s/he meets the assessment/admission criteria set by the New York State Department of Health and by the Program.

B. Restrictions on Admission and Retention: The following restrictions for admission and retention of Registrants will apply:

1. A Registrant who manifests behavioral or emotional disorders or who suffers from substance addiction or habituation shall not be admitted to or retained in the Program unless the Program can adequately and appropriately manage the Registrant's problem(s).
2. No Registrant suffering from a communicable or infectious disease may be admitted to or retained in the Program unless a physician certifies, in writing, that the disease poses no danger to other Registrants.
3. A Registrant may be discharged due to nonpayment of charges.
4. A Registrant, who is a participant in any other Adult Day Services Program, or similar service, shall not be admitted, or retained in, the Program.

C. Terms of care: This Agreement does not and is not intended to constitute an undertaking or contract, expressed or implied, to care for the Registrant beyond the Registrant's scheduled days or hours or for overnights, weekends or for residential care.

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II. SERVICES TO BE PROVIDED

The following services, as assessed to be needed, shall be provided to the Registrant by the Program and are included in the basic charge (as hereinafter defined):

- A. Board, including therapeutic or modified diets as prescribed by a physician or registered dietician will include at least one meal per session and necessary supplemental nourishment.
- B. Nursing services by or under the supervision of a Registered Nurse, which may include treatment, supervision and/or administration of medications to be provided by the Registrant or Responsible Party pursuant to a valid physician's prescription.
- C. Supervision and/or assistance, when necessary, with activities of daily living, including but not limited to toileting, feeding, ambulation, and bathing.
- D. Rehabilitation therapy, when prescribed by a physician, by or under the supervision of a licensed and/or registered physical therapist, occupational therapist, or speech pathologist.
- E. A planned schedule of therapeutic and/or recreational activities, along with the necessary materials and supplies.
- F. Nutritional counseling.
- G. Social work services for registrants and their families.
- H. Referrals for necessary dental services and sub-specialty care.
- I. Transportation if the eligible Registrant resides within the catchment area served by the Program.
- J. Non-Jewish religious services, if requested by a Registrant, and Jewish services, on a regular basis, especially at Holidays.

III. PHYSICIAN SERVICES:

Registrants are to submit the results of a physical examination, conducted by their private community physician, within six weeks prior to, or within seven days after admission, and at least annually thereafter. The cost of such examination shall be the responsibility of the Registrant and/or Responsible Party.

If or when the Registrant's personal physician has not examined the Registrant within thirty days of an examination due date, or is not available to provide necessary medical services, the program shall be authorized to arrange for medical services. In such event, the Program agrees to notify the Registrant's personal physician when deemed appropriate. Payment for medical services not included in the basic charge shall be the responsibility of the Registrant and/or Responsible Party. Any other medical specialty will be billed to Medicare and/or Third Party Payers, and will be the financial responsibility of the Registrant, if Third Party does not fully reimburse.

IV. FINANCIAL ARRANGEMENTS:

1. Charge: The full Private Pay rate for Adult Day Services is \$ _____ per day. For those deemed to be Medicaid Eligible or Medicaid Pending, a subsidized charge of \$ _____ per day will be allowed for a maximum of thirty (30) visits.

2. Payment Methodology:

The Registrant and/or Responsible Party agree (s) to pay the basic charge as follow:

- a) At the conclusion of each month in which the Registrant received services in the Adult Day Services Program, the Program will compute the actual charges for such services, based upon actual days of attendance. The Registrant and/or the Responsible Party shall then receive a monthly invoice, which must be paid within 15 days after receipt.
- b) The process of payment, reconciliation and satisfaction of charges shall be addressed every month in which the Registrant receives Adult Day Services in the Program.

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3. Increase/Decrease in Charges: If the basic charge is to be increased or decreased the Program will give thirty(30) days prior written notice of same to the Registrant and/or Responsible Party and the Registrant or Responsible Party will be required to pay the Program the new, basic charge after the 30 days prior notice period.
4. Refund Policy: Provided that there are no outstanding sums owed to the Program, any funds which the Program has received in advance payment shall be refunded in the event of termination of participation within thirty(30) days thereafter.

A. Medicaid Registrants:

Medicaid currently covers all costs of services provided to the Registrant who is eligible for medical assistance under the Medicaid program. The Registrant and/or Responsible Party agree to provide all documentation necessary to apply for and obtain approval for Medicaid assistance, and to assist in such application.

If the Medicaid application is denied, the Registrant shall not be eligible for further subsidy, unless the Registrant and/or Responsible Party, has assumed full responsibility, in writing, for full payment of all future charges, until Medicaid coverage is ultimately approved. If Medicaid benefits are approved on a retroactive basis, any sums paid by the Registrant and/or Responsible Party toward the basic charge shall be refunded after the eligibility date. Such payment to the Registrant or Responsible Party shall be made only after the Medicaid benefits are received by the Adult Day Services Program.

B. Non-Medicaid Insurance coverage:

Any sums collected by the Program from Medicare and/or the Registrant's Third Party insurance benefits, will be credited to the account of the Registrant in the month such benefits are received. If the Registrant is no longer receiving services in the Program, such benefits will be refunded to the extent that benefits are remaining after application of such benefits for covered services already rendered.

C. Guarantee of Payment:

If payment on behalf of a private pay Registrant is not made in accordance with the Program's established policies or if any coverage which the Registrant may have such as Blue Shield, Medicare, Medicaid, Third Party insurance or other coverage rejects the Registrant's claim, or allows only part of the claim, the Responsible Party and/or the Registrant shall be responsible for immediate payment for services rendered. The Program may demand full payment of the Registrant's bill at any time, but if the Program does not demand full payment in one bill, this does not constitute a waiver of such demand and the Registrant and/or Responsible Party nevertheless remain obligated to make such payment.

V. NON-DISCRIMINATION

The Program shall not discriminate with regard to race, color, creed, sex, national origin, handicap, sponsorship or source of payment in the admission, retention and care of Registrants.

VI. NO GRATUITIES

The Registrant and Responsible Party agree to not offer remuneration, tips or gratuity in any form to any of the Program's employees for any services provided.

VII. CONFIDENTIALITY/PRIVACY OF HEALTH CARE RECORDS

All information concerning the Registrant is considered confidential and privileged, and shall not be released without prior written approval of the Registrant and/or Responsible Party except in the case of the Registrant's transfer to another institution, as may be required by law or Third Party payment contract or to Federal and State sources. All such information is protected under the Federal Privacy Act of 1974.

SUNRISE – LAKESIDE ADULT DAY HEALTH CARE CENTERS

ADMISSION AGREEMENT

SUNRISE ADULT DAY HEALTH CARE

☐ 9517 Avenue J,
Brooklyn, New York 11236.

LAKESIDE ADULT DAY HEALTH CARE

☐ 945 East 108 Street
Brooklyn, New York 11236

In witness whereof, the parties have executed this Agreement the day and year first below written.

FOUR SEASONS ADULT DAY HEALTH CARE CENTER
ADULT DAY HEALTH CARE PROGRAM

Signature of: _____ Date: _____
Facility Representative/Title

Registrant Signature: _____ Date: _____
and/or

Responsible Party Signature: _____ Date: _____

Relationship to Registrant: _____

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VIII. RULES AND REGULATIONS

The Registrant and Responsible Party will, at all times, comply with the rules, regulations and policies of the Adult Day Services Program and Four Seasons Adult Day Health Care Center, including any amendments made after commencement of the Registrant's admission. The Registrant and/or Responsible Party shall be notified of all rules, regulations and policies as well as any amendments thereto. This Agreement is subject to the general rules, regulations and policies of the Program, and to applicable laws, rules and regulations of governmental agencies having jurisdiction over the Program.

IX. REGISTRANT'S RIGHTS AND RESPONSIBILITIES

By signing this Agreement, the Registrant and Responsible Party have indicated that they have received, read and understand the Registrant's Bill of Rights as well as Responsibilities of Registrants.

X. AMENDMENTS

The program may amend this agreement from time to time as permitted by applicable law. The Program will provide the Registrant and/or Responsible Party with at least fifteen (15) days advance written notice before such amendments become effective. Thereafter, the Registrant and/or Responsible Party may accept the amendment or terminate the Agreement in accordance with section eleven (XI) below.

XI. TERMINATION

The Registrant and/or Responsible Party may terminate this Agreement by providing the Program with at least seven (7) days advance written notice. The Registrant and/or Responsible Party nevertheless remain responsible for all costs and charges incurred in connection with the Registrant's enrollment in the Program through the date of termination.

The Registrant may be discharged from the Program when it is the consensus of an interdisciplinary team that the Program is not suited to meet the needs of the Registrant. In such an event, the team is responsible to coordinate and collaborate with the Registrant and/or Responsible Party toward the development of an effective and responsible discharge plan.

XII. BINDING EFFECT

This Agreement shall be binding upon the Registrant and Responsible Party, and their respective heirs, executors, administrators, successors, and assigns. The Agreement shall be interpreted and enforceable in accordance with the laws of the State of New York.

Sunrise /Lakeside Adult Day Health Care Center

Subject: Person Centered Service planning Program/Self-determination/Self-Advocacy

Policy:

It is the policy of Sunrise / Lakeside Adult Day Health Care Center that each registrant enrolled in the program has an opportunity to self-determine and self-advocate their needs, wants, and desires while participating in the medical model adult day health care program.

Procedure:

- Staff members will ensure that all registrants are given an opportunity to make personal choices in the care and services they will receive;
- Staff members will ensure that activities, services, and support are based on the registrant's needs, wants, dreams, interest, strengths and capacities;
- Staff member will ensure that the registrant's circle of support, those individuals that are important to the registrant are included in the service planning of the registrant;
- Staff member will ensure that the registrant has meaningful choices with decisions based on his or her capability;
- Staff member will ensure that activities and services foster knowledge, abilities, and skills to achieve personal relationships, community inclusion a, dignity and respect;
- Staff member will ensure that the individual is satisfied with all programs and services provided;
- Staff members will maintain positive relationships with all registrants and their circle of support to ensure opportunities for continued independence.

Revised 5/2017