

# BROOKSIDE

NURSING HOME, INC.

## ADMISSIONS AGREEMENT

**Date:** \_\_\_\_\_ **Current accommodation daily rate:** \_\_\_\_\_

This is an agreement between Brookside Nursing Home of \_\_\_\_\_ (hereinafter called the Nursing Home) and \_\_\_\_\_ (hereinafter called the Resident/Resident's Responsible Party \*). All the above parties to this contract understand, acknowledge, and agree to all the following terms and conditions without any reservations or exceptions whatsoever.

### I. DISCLOSURE OF MANAGEMENT AND OWNERSHIP PHILOSOPHY

1. This Nursing Home does not discriminate against any Resident before, during, or after admission into the facility on the basis of race, color, creed, age, handicap, sex or national origin.
2. This facility is desirous of conforming to all applicable Federal, State, and Local regulations and statutes regarding the health, welfare, and safety of all of its Residents.
3. This facility is committed to the goal of providing high quality care and treatment of all of its Residents, without exception.

### II. AGREEMENT OF THE NURSING HOME

The Nursing Home shall endeavor to provide the room, board, routine nursing care, and other personal services pertaining to the care, safety, and well being of the Resident.

### III. AGREEMENT OF RESIDENT/RESIDENT'S RESPONSIBLE PARTY \*

The Resident/Resident's Responsible Party \* agree to the following:

1. To pay 30 days in advance upon admission based on Current Accommodation Rate if the Resident will pay for stay from own funds.
2. To authorize that the Resident will be visited by their Attending physician of their choice according to state and federal regulations, and more often if medically indicated. If the Resident's personal physician is not available, the Nursing Home shall be empowered to call an alternate physician, Resident / Resident's Responsible Party\* and or the Medical Director
3. The Residents medical condition is under the management of his attending physician, who is **solely responsible** for issuing orders for medications, diet, and other items affecting the Resident's medical care and welfare. The Resident/Resident's Responsible Party \* hereby acknowledges that the Resident may refuse and or agree to any or all medical treatments and services rendered to the Resident under the general and specific instructions of said physician.
4. To authorize the Resident's transfer to a hospital or other appropriate health care facility when the Resident's physician prescribes diagnostic study, medical care, or treatment of a level and nature that cannot be performed in the nursing home.

5. Resident/Resident's Responsible Party \* To pay bills incurred by the Resident for all professional and therapeutic services, diagnostic examinations, medications, and medical supplies, special duty nursing service, companion service, except where these items are included in the daily rate.
6. To assume responsibility for all transportation charges of the Resident who is self funding to hospital, clinic, home, or physician offices, except where these charges are included in the daily rate.
7. To provide personal comfort items, clothing and effects. All clothing and all personal and other items shall be clearly marked to identify the Resident as owner.
8. To provide for the Resident's immediate discharge and transfer upon notice to the Resident/ Resident's Responsible Party\* where the Nursing Home finds that the Resident is harmful to himself or to others, or where his behavior is so disturbing as to interfere with the care and comfort of other Residents. (Please refer to the Residents Rights which are a integral part of this agreement)
9. To promptly pay all charges due and owing when bills are rendered. Partial payments are not acceptable, nor does the Nursing Home extend credit. Failure by Responsible Party\* to pay charges shall:
  - a. Be grounds for the Nursing Home to seek removal of the Resident from the facility.
  - b. Obligate the Responsible Party \* to accept physical custody of the Resident.
  - c. In the event charges are not paid by a third party payer, the Resident/Resident's Responsible Party\* will be responsible for balance.
10. If it is necessary to place the account in the hands of a collection agency and/or attorney for collection, Resident/Resident's Responsible Party\* agree to pay all collection agency charges and expenses and reasonable attorney's fees and court costs. Resident/Resident's Responsible Party\* agree also that all unpaid charges shall accrue interest at the rate of 18% per annum.
11. To abide by all rules and regulations established in connection with the operation and maintenance of the Nursing Home.
12. All parties to this contract agree that it may be modified only:
  - a. Upon express written approval and authority of the Resident /Resident's Responsible Party\*, or
  - b. When the Nursing Home, with a 30 day notice, presents the Resident/Resident's Responsible Party \* with changes in the terms or conditions of care.
13. In the event the Resident/Resident's Responsible Party\* requests the Discharge of the Resident against the advice of the attending physician, the Resident hereby specifically release the Nursing Home, its officers and employees from any and all liability whatsoever for any damages or injuries which may result by reason of such discharge.

#### IV. MISCELLANEOUS PROVISIONS

##### 1. Refund

A full refund shall be promptly made, within 30 days, of any excess amount of **prepayment** in the event of death or when the Resident leaves the Nursing Home for reasons beyond the Resident's control, the facility does not require a deposit for Residents other than self funding Residents.

2. In the event this Resident is or is to be under VA benefits, the following sections do not apply – Section 111, 1, and 2.
3. In the event this Resident is or is to be under Medicaid benefits, the following sections do not apply - Section 111, 1.
4. In the event this Resident is or is to be under Medicare benefits, the following sections do not apply - Section 111, 1.

**5. Valuables**

The Resident/Resident's Responsible Party\* acknowledge that the Nursing Home maintains facilities for the safekeeping of money and valuables, with quarterly written accounting or upon request. The Nursing Home shall not be responsible for monies or valuables unless delivered to the Nursing Home administration office for safekeeping.

The Nursing Home shall not be responsible for any monies or valuables or personal effects left more than 30 days after the discharge of the Resident.

**6. \* Duties of Responsible Party** The Resident agrees to be responsible for all charges incurred by him. To the extent that the Responsible Party has legal access to the income or resources of the Resident to pay for the Residents care at the facility, the Responsible Party agrees to do so in a timely manner and to the fullest extent possible.

**7. Notices**

All notices required to be served upon the Resident/Resident's Responsible Party \* in accordance with this agreement shall be deemed sufficiently served if mailed to the Resident/Resident's Responsible Party \* , at the address set forth below.

**8. Disclosure**

By virtue of this document, the facility has attempted to accurately and fully disclose the terms and conditions under which care is rendered to the Resident.

The facility requests and requires the same full and accurate disclosure on the part of the Resident/Resident's Responsible Party\*, **prior to admission, (A, The Resident's physical and mental condition.)**(**B. The self-funding Resident's financial ability to pay for services. (Financial disclosure is specifically not required for those not self funding for Nursing Home stay).**

The Resident/Resident's Responsible Party \* understand the facility has a right to require and receive truthful and relevant information concerning both the Resident's physical, mental and financial status upon admission.

**Other**

Will this prospective Resident pay for stay out of own funds?

YES \_\_\_\_\_ NO \_\_\_\_\_

I certify that I have been informed of all charges included in the daily rate and have received a copy of the charges.

**Brookside Nursing Home Inc. of**

Signatures:

By Administrator \_\_\_\_\_

Resident \_\_\_\_\_

Admitted by: \_\_\_\_\_

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

Address: \_\_\_\_\_

Zip Code \_\_\_\_\_

Phone No. \_\_\_\_\_

POA \_\_\_\_\_

Guardian \_\_\_\_\_

Relative \_\_\_\_\_

*After signing of this Agreement by both parties the following Social Information is required for the Resident's medical records.*

Birthplace \_\_\_\_\_ Dentist \_\_\_\_\_

Religion \_\_\_\_\_ Eye Doctor \_\_\_\_\_

Occupation \_\_\_\_\_ Podiatrist \_\_\_\_\_

Citizenship \_\_\_\_\_

Spouse Name \_\_\_\_\_

Address \_\_\_\_\_ Tel. \_\_\_\_\_

Resident's Father's Name \_\_\_\_\_

Resident's Mother's Name \_\_\_\_\_

**In an Emergency notify:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Tel. No. \_\_\_\_\_