

## ADMISSION AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the "Facility", and \_\_\_\_\_, hereinafter referred to as the "Resident."

### 1. Services and Charges.

1.1. In consideration of payment of an Initial Fee and the Base Rate by the Resident, the Facility shall provide room, board, linens, bedding, and nursing care to the Resident. The Initial Fee shall be a one-time fee in the amount of \$\_\_\_\_\_. The Base Rate shall equal \$\_\_\_\_\_ per day. The Base Rate is subject to change as herein provided.

1.2. The Facility shall also provide the Additional Services set forth on Exhibit A, attached hereto and by this reference incorporated herein, based on a nursing assessment as determined in consultation with the Administrator of the Facility. The Base Rate shall not include those Additional Services itemized on Exhibit A. The Facility shall charge an additional fee as set forth on Exhibit A for each Additional Service. No further additional fees shall be charged for items not contained in the schedule of Additional Services as set forth on Exhibit A, except that additional fees may be charged for nonprescription drugs, other personal supplies, services by a barber or beautician, or other similar personal expenses not otherwise paid. Exhibit A may be changed in accord with the terms of this Agreement.

1.3. When the Resident is temporarily absent from the Facility for any reason, the Resident shall be charged the then current Base Rate and charges for Additional Services, less \$\_\_\_\_\_ per day from the first day of absence, or as regulated by state or federal law.

1.4. The Initial Fee, Base Rate, and charges for Additional Services shall be paid as follows:

1.4.1. The total Initial Fee shall be paid on the date of admission.

1.4.2. The Base Rate and the charges for Additional Services shall be paid in advance of care by the \_\_\_\_\_ day of each month, except that payment of the Base Rate and the charges for Additional Services for the period from the date of admission to the first regularly scheduled monthly payment date shall be paid on the date of admission.

1.4.3. Charges for additional items such as nonprescription drugs, other personal supplies, services by a barber or beautician, or other similar personal expenses shall be paid by the \_\_\_\_\_ day of the month following receipt of the services or supplies by the Resident.

1.5. The Resident shall be charged for the day of admission but not for the day of discharge.

1.6. A payment shall be deemed to be past due if not made on or before the time set forth in this Agreement. The Resident shall pay any reasonable costs incurred by the Facility, including attorney fees, in collecting delinquent fees and charges.

1.7. The Resident may require a change in level of care resulting in a change of charges. The Facility shall have the power to make a change in rates, charges, and fees on the basis of a nursing assessment, including but not limited to ambulation, bedfast or chairfast bathing, partial incontinence, incontinence, feeding, catheter care, hypodermics, disorientation or lack of cooperation, special diets prescribed by a physician, and special treatment procedures.

1.8. Changes in the Base Rate shall be communicated in writing to the Resident or the Resident's Representative at least thirty days prior to the effective date of such change. Changes in charges for Additional Services shall be communicated in writing to the Resident or the Resident's Representative at least sixty days prior to the effective date of such change. Changes in any additional charges which are based on a change in the Resident's condition shall be communicated prior to the effective date of the revised additional charges. If notice of changes in additional charges based on a change in the Resident's condition is given orally, written notice shall be given within one week following the effective date of the revised additional charges.

1.9. In the event that the Resident leaves the Facility or dies, the unused portion of any monthly payment shall be refunded, except that the Facility may deduct therefrom any amount owed by the Resident to the Facility.

1.10. The terms of this Agreement are subject to the terms of contracts with third party payors. The Resident is responsible for all charges not covered by third party payors pursuant to the third party payors' contracts with the Facility.

### 2. Temporary Absences.

2.1. If the Resident has a temporary absence from the Facility for medical treatment, the Facility shall provide written information to the Resident specifying (1) the duration of the bed hold policy under applicable governmental regulations, if any, during which the Resident shall be permitted to return and resume residence in the Facility and (2) the Facility's policies

regarding bed hold periods. The Facility shall then ask the Resident or the Resident's Representative if he or she wishes the Facility to hold open the bed. The Facility shall document in the Resident's records the fact that such information was given and the response of the Resident or the Resident's Representative. Upon request of the Resident or the Resident's Representative, the Facility shall hold open the bed for at least ten days during the Resident's absence, and the Facility shall receive payment for the absence in accordance with the provisions of this Agreement. For Residents not receiving Title XIX assistance, all outstanding balances owed to the Facility must be paid in full before a bed can be held for medical treatment.

2.2. If the Resident has a temporary absence from the Facility for therapeutic reasons as approved by a physician, the Facility shall provide written information to the Resident specifying (1) the duration of the bed hold policy under applicable governmental regulations, if any, during which the Resident shall be permitted to return and resume residence in the Facility and (2) the Facility's policies regarding bed hold periods. The Facility shall then ask the Resident or the Resident's Representative if he or she wishes the Facility to hold an open bed. The Facility shall document in the Resident's records the fact that such information was given and the response of the Resident or the Resident's Representative. Upon request of the Resident or the Resident's Representative, the Facility shall hold open the bed for at least eighteen days per year, and the Facility shall receive payment for the absence in accordance with the provisions of this Agreement. For Residents not receiving Title XIX assistance, all outstanding balances owed to the Facility must be paid in full before a bed can be held for therapeutic reasons.

2.3. For Residents receiving Title XIX assistance, the Department of Human Services will continue funding for the temporary absence periods allowed pursuant to Sections 2.1 and 2.2 of this Agreement. Private pay Residents shall be charged the rates, fees, and charges set forth in Section 1 of this Agreement for the temporary absence periods.

2.4. In the event that the Resident's temporary absence from the Facility for medical treatment or for therapeutic reasons exceeds the applicable bed hold period set forth in Section 2.1 or 2.2 hereof, the Resident shall be readmitted to the Facility immediately upon the availability of a bed in a semi private room if the Resident requires the services of the Facility and is eligible for Title XIX assistance.

### **3. Transfer or Discharge.**

3.1. The Facility shall not involuntarily transfer or discharge the Resident, except (1) for medical reasons; (2) for the Resident's welfare or for the health or safety of other individuals in the Facility; (3) for nonpayment of the rates, fees, and charges due pursuant to this Agreement; (4) by reason of action by the Iowa Department of Human Services; (5) by reason of action

by the Professional Standards Review Organization; or (6) if the Facility ceases to operate. The Facility shall provide the Resident with prior notice of transfer or discharge as required by law.

3.2. The Facility shall not involuntarily move the Resident to another room within the Facility, except (1) for incompatibility with or disturbing roommates; (2) for the welfare of the Resident or other residents; (3) for medical, nursing, or psychosocial reasons; (4) to allow a new admission to the Facility which would otherwise not be possible due to separation of roommates by gender; (5) for a change to a semi private room upon becoming eligible for Title XIX assistance; or (6) for administrative reasons regarding the use and functioning of the Facility.

3.3. The Resident or the Resident's Representative shall have the right at all times to voluntarily discharge the Resident from the Facility, provided that the Administrator of the Facility is given prior notification in order that a proper transfer or discharge can be effected. The Facility requires fourteen days' advance written notice of a planned discharge or transfer and the Resident may be charged for such days.

### **4. Rights and Responsibilities of Resident.**

4.1. Prior to admission, the Resident shall deliver to the Facility a current physical and medical history of the Resident. The physical and medical history shall be certified by a licensed physician and shall indicate the Resident's required level of care.

4.2. The Resident shall be responsible for all expenses for medical treatment ordered by the attending physician and for optional goods and services delivered to the Resident by providers other than the Facility.

4.3. The Facility does now or may in the future use the unit dose system of dispensing medication. If the Facility is using the unit dose system, the Resident agrees to accept the pharmaceutical arrangement made by the Facility or to use a pharmacy utilizing a drug distribution system compatible with the system used by the Facility.

4.4. All foodstuffs, liquids, medications, and personal effects brought to the Resident must be brought to the Nurse's Station and checked with the Nurse in Charge before delivery to the Resident.

4.5. The Resident shall provide such personal clothing and effects and spending money as needed or desired by the Resident.

4.6. The Resident shall be responsible for damage done to the Facility by the Resident or the Resident's invitees, other than ordinary wear and tear, or to the person or possessions of others.

4.7. Each right and responsibility of the Resident hereunder shall devolve to the Resident's Representative named in this Agreement when a Resident is adjudicated incompetent, when the Resident has executed a Health Care Power of Attorney, and the Resident is unable, in the judgment of the attending physician, to make health care decisions, or when a physician or Qualified Mental Retardation Professional states in the Resident's record that specific impairments prevent the Resident from understanding his or her rights.

4.8. The Resident or the Resident's Representative shall give the Facility fourteen days' advance written notice of a planned change in the person or entity responsible for paying the rates, charges, and fees due pursuant to this Agreement.

4.9. In the event that the Resident refuses to permit the use of protective devices when use has been directed by the attending physician, the Nurse in Charge, or the Administrator of the Facility, the Facility shall not be responsible for injury as a result of such refusal not occasioned by the negligence of the Facility.

4.10. The Facility shall not be responsible for loss, injury, or damage to the Resident or to others not occasioned by the negligence of the Facility caused by electric pads or appliances brought into the Facility by or for the Resident.

4.11. The Facility shall not be liable for and the Resident agrees to indemnify, defend, and hold the Facility harmless from claims, damages, and expenses, including attorney's fees and litigation costs, resulting from any injury or death to persons and any damages to property not occasioned by the negligence of the Facility caused by, resulting from, attributable to, or in any way connected with the Resident's negligent or intentional act or omission.

#### **5. Rights and Responsibilities of Facility.**

5.1. The Resident or the Resident's Representative shall manage the Resident's personal finances. If the Facility is required to manage the Resident's personal funds, said personal funds shall be kept separate from the Facility's funds and shall be disbursed from the Resident's account upon request of the Resident or the Resident's Representative. Accurate records shall be kept of all disbursements and shall be available to the Resident or the Resident's Representative upon request.

5.2. The Facility reserves the right to limit the personal effects of the Resident brought to the Facility.

5.3. The Facility is unable to exercise complete control over the Resident's personal effects, and therefore the Facility shall not be responsible for loss or damage to said personal effects not occasioned by the negligence of the Facility.

5.4. The Facility shall not be responsible for the Resident when he or she is away from the Facility and not under the supervision of the Facility.

5.5. The Facility may obtain as necessary, at the Resident's expense, the services of a licensed physician for the Resident if a personal physician has not been named or is not available, as well as such medication or medical equipment or services as the physician may order.

5.6. The Facility may arrange for a transfer of the Resident to an appropriate facility when ordered by the attending physician or in an emergency. The Facility shall immediately notify the Resident's Representative of such transfer.

5.7. Facility will keep Resident's protected health information confidential and will follow applicable federal and state laws regarding the use and disclosure of Resident's health information. Upon admission, the Resident or his/her authorized Representative, will receive a copy of the Facility's Notice of Privacy Practices which describes the Resident's rights with respect to his/her protected health information and how the Facility may use and disclose the Resident's protected health information.

#### **6. Authorizations.**

6.1. \_\_\_\_\_ is designated as the Resident's Representative for purposes of this Agreement.

6.1.1. The Resident's Representative shall not be generally liable for the needs of the Resident, but the Facility shall contact or attempt to contact the Resident's Representative regarding such needs on behalf of the Resident.

6.1.2. The Resident's Representative shall be liable for the Resident's obligations under this Agreement to the extent that the Resident's Representative receives or has received funds from the Resident.

6.1.3. The Resident's Representative shall have all rights provided in this Agreement and granted responsible parties in the rules and regulations of the Iowa Department of Inspections and Appeals.

#### **7. General.**

7.1. The failure of the Facility to insist, in any one instance or more, upon the performance of any of the terms or conditions of this Agreement or to exercise any right or privilege herein conferred shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, but the same shall continue and remain in full force and effect.

7.2. The parties hereto understand that this Agreement is not a lease and does not create any interest in real estate or the property owned by the Facility and the right of occupancy does not inure to the benefit of the heirs, assignees, or representatives of the Resident.

7.3 The Resident's rights under this Agreement may not be assigned to any other person or entity.

7.4. The Facility shall not be liable for loss or damage to the Resident's property caused by fire, theft, or other casualty, nor for any injuries from the use of the Facility by the Resident or his or her invitees not occasioned by the negligence of the Facility.

7.5. Should either party hereto be eligible for federal, state, or other funds on behalf of the Resident, nothing in this Agreement shall be construed so as to make either party ineligible for such funds, and the Resident expressly waives any provisions hereof which might now or hereafter be in conflict with any federal, state, or other law or regulation and agrees to apply for and cooperate in obtaining such benefits when eligible therefor.

7.6. The invalidity of any restriction, condition, or other provision of this Agreement or any part of the same shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

7.7. No amendment to this Agreement shall be valid unless made in writing executed by or on behalf of the party against whom enforcement is sought.

7.8. The Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa.

7.9. This Agreement has been executed on behalf of the Facility by the Facility's duly authorized agent, and no shareholder, member, partner, director, officer, employee, or agent of the Facility shall have any personal liability hereunder to the Resident under any circumstances.

7.10. This Agreement and any Exhibits hereto contain the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any prior representations, understandings, or agreements.

7.11. This Agreement shall remain in effect until such time as the Resident is voluntarily or involuntarily transferred or discharged from the Facility.

7.12. Each of the undersigned certifies that he or she has read and understands the foregoing Agreement, has received a copy thereof, is duly authorized to execute this Agreement, and accepts its terms.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**THE RESIDENT**

\_\_\_\_\_

**RESIDENT'S REPRESENTATIVE**

\_\_\_\_\_

(signature)

\_\_\_\_\_

(print name)

\_\_\_\_\_

(title: attorney-in-fact under Power of Attorney, Guardian/Conservator, family member)

\_\_\_\_\_

(print full address)

**THE FACILITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Its Authorized Representative