

# THE HIGHLANDS AT BRIGHTON

## ADMISSIONS AGREEMENT

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ between The Highlands at Brighton, 5901 Lac de Ville Blvd., Rochester, New York, 14618 (hereinafter ‘the facility’) and \_\_\_\_\_, resident (hereinafter ‘resident’).

The Highlands at Brighton is a long term care facility which has as its goal for each resident to move toward the least restrictive, most independent setting. As such, each admission is considered an interim placement, or a stay of short duration, until a plan of discharge is in place. Discharge planning begins the day of admission.

**\*Please be advised there are several security cameras dispersed throughout the building.**

### ADMISSION TERMS AND CONDITIONS:

- 1) The resident shall appoint a “Designated Representative” who will be available to assist resident in a variety of matters outlined in this Agreement. Resident’s designated representative is \_\_\_\_\_ (telephone \_\_\_\_\_).
- 2) Room assignments are not permanent. Room assignments are based on individual and community needs.
- 3) The resident shall obey all regulations of the facility as they now exist or may hereafter be amended, and shall fulfill resident responsibilities as stated in the Resident Bill of Rights.
- 4) A physician of the facility will see a resident a minimum of once every 30 days for the first 90 days of their residency and every 60 days thereafter as required by the state regulations. In addition, residents will be seen by a physician as deemed medically necessary.
- 5) The resident shall be responsible for all hospital costs, physician’s fees, medication and other treatments or aids ordered by the physician if they are not covered by a third party or insurance provider, and if they are not included in the facility’s Basic Services.
- 6) The resident shall allow diagnostic lab work and tests to be performed at least yearly as specified in the Standing Orders or as prescribed a physician.
- 7) The resident/designated representative agrees to provide personal clothing, personal effects and personal allowance as needed. The resident/designated representative agrees to log in and label ALL personal belongings brought into the facility, on day of admission and at any time thereafter. **\*WAIVER: The Highlands at Brighton will not be responsible for any missing or damaged valuables, personal belongings or money throughout the duration of the stay. Administration of The Highlands at Brighton encourages residents and their families to leave valuables at home and not bring them to the facility. NOTE: A locked space/drawer is available to all residents upon request.**

- 8) The resident shall allow the facility to photograph the resident for purposes of identification and for clinical purposes only. Taking pictures of residents (other than one's own family member) is strictly prohibited.
- 9) The resident shall meet all financial obligations with regard to the facility and additional service providers in a timely manner, and shall provide upon admission Medicaid, Medicare and other insurance and financial information necessary for timely and accurate billing by the facility. The resident/designated representative shall bring in all insurance cards to be photocopied for financial records.
- 10) The resident is not permitted to smoke anywhere in the facility or on the facility's grounds at any time.
- 11) Residents are encouraged to bring items from home to create a more homelike and comfortable atmosphere. **Please note: Pre-approval is required for any piece of furniture brought into the facility. Electrical items need to be inspected by maintenance to insure their safety.**
- 12) The Highlands at Brighton is a community that demands and expects a standard of behavior from staff, residents and visitors that reflects respect, consideration, politeness, and courtesy. The resident shall comply with these standards of behavior.

#### **BASIC SERVICES INCLUDED IN THE DAILY RATE**

- 1) Room and board - lodging in either a private or semi-private room. All meals including any special diets as prescribed by a physician, except tube feeds, are included.
- 2) Nursing services - 24 hours per day skilled nursing care as needed. Skilled nursing care under Medicare billable guidelines may include but are not limited to wound care, therapies, IV antibiotics, trach care and tube feedings.
- 3) Certified Nursing Assistant services - assistance and/or supervision when required with activities of daily living, may include but are not limited to toileting, bathing, feeding, and ambulation assistance.
- 4) Durable Medical Equipment - customarily stocked equipment including but not limited to crutches, walkers, wheel chairs and other supportive equipment. **A specific item that is prescribed by a physician for regular and sole use for a resident would be the resident/designated representative's responsibility to purchase. That item then becomes his/her person property.**
- 5) Medical supplies - medical supplies and modalities, notwithstanding the quantity usually used in everyday care of facility residents may include but is not limited to catheters, hypodermic syringes and needles, irrigation outfits, dressings, and pads.
- 6) Bed linens - fresh bed linens changed a least 2 times a week and as needed.

- 7) Laundry services - laundry services for resident's washable personal clothing can be provided. Dry cleaning services are not provided. The facility is not responsible for any clothing that may become damaged or lost during laundering.
- 8) Medicine Cabinet Supplies - general medicine cabinet supplies, including but not limited to: non-prescription medication, materials for routine skin care, oral hygiene and care of hair. However, the resident will be responsible for the purchase of specific items if they are medically indicated and provided for the sole use of the resident or if the resident requests a specific brand of product other than that provided by the facility.
- 9) Activities - a planned schedule of activities including but not limited to social, motivational and recreational events, together with the necessary materials and supplies.
- 10) Social Work services – may include but are not limited to discharge planning, supportive services and, linkage to community services.
- 11) Dental services - each long term care resident will have a complete oral examination conducted by a licensed registered dentist within a month of admission. Monthly services include examinations, oral prophylaxis, scaling, fabrication and repair of dentures, restorations, oral hygiene instruction, extractions within the limits of general practice and fixed prosthetics limited to single unit crowns. The dentist will determine if a resident needs to be referred out for further dental work.
- 12) Maintenance therapy - maintenance physical, occupational, audiology and/or speech therapy evaluations and treatments when and as prescribed by the resident's personal physician. These services will be provided by or under the supervision of a qualified therapist.
- 13) Resident fund accounts - if a resident chooses, he/she may designate the facility to manage his/her personal funds (the facility becomes the representative payee for the resident). The facility arranges an interest bearing account and makes deposits to and withdrawals from the account to pay for the resident's bills. A resident shall receive quarterly statements on any account managed by the facility. No resident is under any obligation to participate in either aforementioned financial arrangement with the facility. The facility shall purchase a surety bond, or provide skilled nursing facility insurance, to assure the security of all personal funds of residents deposited with facility.

## SERVICES NOT INCLUDED IN THE DAILY RATE

The facility agrees to make available to the resident on a **FEE FOR SERVICES BASIS** additional services. The resident/designated representative is responsible for the cost of any additional services not covered by any third party payer or other insurance coverage. These additional services include, but are not limited to:

- 1) Hospital expenses - in the event that the resident is hospitalized or seen in a hospital emergency room.
- 2) Transportation expenses - costs of personal transportation to outside physician visits, medical services or for hospital services.
- 3) Television - televisions are available for viewing in common rooms and in the resident rooms of the following units: Cobbs Hill, Memory Lane, Behavior. If a television is not housed on one of the aforementioned units and a resident prefers to have a television in his/her room, he/she must supply his/her own (cannot be any larger than 20", 32" for flat screen) *which the facility must inspect for electrical integrity and safety*. Basic cable is furnished by the facility. **NOTE: All electrical items brought into the facility must be inspected by maintenance before being taken to a resident's room.**
- 4) Telephones – are provided for personal use at each bedside of the Cobbs Hill unit. However, if a resident on another unit prefers to have a telephone in his/her room, he/she must supply a telephone, which the facility must inspect for safety. The resident is responsible for contacting the local phone company to make arrangements for telephone service and to pay for the cost of installation and monthly phone bills.
- 5) Hairdresser - the services of the hairdresser are available on the premises. Arrangements to see the hairdresser can be done through the unit secretary.
- 6) Prescription drugs - all prescription drugs ordered by the resident's physician are available through the pharmacy which the facility has a service contract with. **\*As required by law, prescription drugs are included in the daily rate for residents who receive Medicaid.**
- 7) Physician/Physician Assistant/Nurse Practitioner services - the resident will be assigned a staff physician as the primary care physician upon admission to the facility. The resident will also be assigned a primary physician assistant/nurse practitioner upon admission to the facility. The resident/designated representative understands that he/she may be seen by another staff physician or physician assistance/nurse practitioner if the primary physician or physician assistant nurse practitioner is unavailable. **\*As required by law, these services are included in the daily rate for residents who receive Medicaid.**
- 8) Restorative therapy - physical, occupational and speech therapy evaluations and treatment when and as prescribed by the resident's physician or physician assistant/nurse practitioner. These services will be provided by or under the supervision of a qualified therapist. Provision of therapeutic services will be determined based on resident's level of cognitive and physical ability to actively participate.

- 9) Laboratory, EKG and radiology services - will be provided upon the order of the resident's physician, physician assistant/nurse practitioner and will be administered by appropriately licensed personnel.
- 10) Podiatry services - provided by a licensed podiatrist. The resident may choose to utilize a podiatrist other than that provided by the facility, also at their own cost.
- 11) Vision services - Eye exams including vision testing and screening for eye diseases and refractions. Follow up services and treatment, as appropriate, and optical services.
- 12) Other medical specialties - will be provided upon the order of the resident's physician, physician assistance/nurse practitioner and will be administered by and appropriately qualified specialist.
- 13) Recreation/leisure - activities that occur off-site (eg. shopping, movies, meals, museums, restaurants, etc) are at the expense of the resident.

### **FINANCIAL ARRANGEMENTS**

1. Payment 60 days in advance is required at the facility daily rate of \$\_\_\_\_\_ (Medicaid recipients pay an amount per month determined by the County Department of Social Services.)

If the Board of Directors of the facility determines that a change in the daily rate is appropriate, the resident/designated representative agree to pay the new daily rate on a monthly basis in advance in the effective date of that change. Thirty (30) days notice shall be given prior to the implementation of a new daily rate.

- 1) The resident agrees to pay for services rendered to them at the facility that are not covered by any other entities (e.g. insurance).
- 2) The facility reserves the right to charge a one and one-half percent finance charge per month (18% per year) on any balance over 30 days from the billing date. This charge would pertain to private pay amounts and the monthly payment due from Medicaid recipients, as determined by the County Department of Social Services. The finance charge would not pertain to any amounts from third party reimbursement agencies.
- 3) Should the resident's financial resources reach a point where they are not able to cover the expenses for the following 3 months, the resident/designated representative shall notify the facility and cooperate in making application to secure Federal, State and County assistance. The resident/designated representative shall agree to cooperate with any agency's "regulation of recertification" on a yearly basis thereafter to ensure proper Medicaid standing.
- 4) During the Medicaid application process, the resident shall pay to the facility his/her monthly income pending a determination of Medicaid eligibility.

- 5) The resident shall pay the daily rate and other related expenses during any period that Medicaid will not cover.
- 6) Medicaid recipients agree to use only Medicaid participating providers. If a non-participating Medicaid provider is obtained by the resident, the resident shall be responsible for the charges incurred.
- 7) The resident is responsible for services performed by the facility in good faith that are not covered by third party insurers.
- 8) Refunds will be issued within 45 days according to the following guidelines:
  - a) resident is discharged to a hospital and the room is not reserved. A refund of the prepaid days will be calculated, starting with the day the room is cleared of resident's personal belongings.
  - b) when discharge is made to another facility or to the community, for reasons beyond the control of the resident/designated representative.
- 9) When the resident leaves the facility (and room is cleared of personal belongings) for reasons within the resident's control or the control of the designated representative without 15 days notice, the facility reserves the right to retain from prepayment an amount equal to 1 day's basic rate in addition to any amount obligated for services already furnished.
- 10) When the discharge is made to another level of care within the facility or in the event of death, a refund will be calculated starting on the day after the room is cleared of the resident's personal belongings.

### **STANDARDS OF DISCHARGE**

- 1) It is the responsibility of the resident/designated representative to arrange for transportation to the designated place of discharge. If the resident is not able to be transported by a designated representative The Highlands at Brighton will make transportation arrangements. The resident will be responsible to pay for the cost of the transportation unless the resident has active Medicaid.
- 2) Discharge from The Highlands at Brighton is expected by 10AM or before. The facility reserves the right to ask any resident who is not discharged by 10AM to clear their personal belongings from the room and wait in one of the lounge areas in the facility until transportation has arrived.
- 3) The physician at The Highlands at Brighton may determine that residents who are discharged to home require home care services and/or equipment to assist in their care as they return home. The available certified home care agencies in Monroe County are Visiting Nurse Service, Lifetime Care and Home Care of Rochester. Both The Highlands at Brighton and the Visiting Nurse Service are members of the Strong Health System and affiliates of the University of Rochester Medical Center.

- 4) The resident/designated representative agrees to participate in the discharge planning process with The Highlands at Brighton interdisciplinary team.
- 5) After discharge to a hospital or other level of care, readmission to The Highlands at Brighton will be reassessed to determine the appropriateness of the level of care that is being requested and the availability of suitable accommodation.
- 6) For residents who need to be discharged to a hospital, The Highlands at Brighton physician will instruct the resident to be sent to Highland Hospital as the hospital of choice unless the resident/designated representative instruct otherwise.

**DISCHARGES RELATED TO HOSPITALIZATION  
FOR RESIDENTS WHO ARE LONG TERM CARE**

- 1) The facility reserves the right to release a resident's bed when they are transferred to the hospital. A family member will be called by a facility representative when the bed is officially released.
- 2) The facility will readmit a resident whose bed has been released to the next available and appropriate bed.
- 3) Medicaid no longer grants bed holds for hospitalization.

**DISCHARGED RELATED TO HOSPITALIZATION  
FOR RESIDENTS WHO ARE REHAB**

- 1) The facility reserves the right to release a resident's bed when they are transferred to the hospital. A family member will be called by a facility representative when the bed is officially released.
- 2) Once resident is medically ready to be released from the hospital he/she will be reassessed to determine the appropriateness of the level of care that is being requested and the availability of suitable accommodation.
- 3) Medicaid no longer grants a bed hold for hospitalization.

We understand this Agreement and agree to abide by it.

\_\_\_\_\_  
Resident (or power of attorney)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Designated Representative

\_\_\_\_\_  
Witness

**State laws prohibits these facilities from discrimination based on race, creed, age, color, national origin, blindness, sex, disability, marital status, sexual preference, source of payment or sponsorship.**