

**THE GRAND REHABILITATION AND NURSING AT ROME
ADULT DAY HEALTH CARE PROGRAM**

801 North James Street
Rome, New York 13440
(315) 533-1600

BASIC SERVICES AGREEMENT

Agreement dated _____, 20____ between the Rome Center, LLC d/b/a The Grand Rehabilitation and Nursing at Rome located at 801 North James Street, Rome, New York 13440 (hereinafter "Facility") and _____ (hereinafter "Registrant"), whose residence is located at _____ and/or _____, Registrant's spouse or sponsor, (hereinafter "Sponsor") residing at _____ and _____ Registrant's Next of Kin and/or Representative (hereinafter "Responsible Party") residing at _____.

The Facility's Adult Day Health Care Program (hereinafter "ADHCP") accepts the Registrant for admission to the service subject to the following terms and conditions:

I. ADMISSION AND CONSENT

The Registrant will be admitted to the ADHCP only upon the recommendation of a New York State licensed physician and upon a determination that the Registrant satisfies the admission assessment criteria set by the New York State Department of Health and by the ADHCP. The Registrant and/or Sponsor hereby consent to such routine care and treatment as may be provided by the ADHCP and/or the ADHCP's affiliated and ancillary providers in accordance with the Registrant's care plan. The Registrant shall have the right to participate in the development of the care plan and to refuse treatment at any time to the extent allowable under applicable law.

a. Medical Examination and Services

As a condition of admission to the ADHCP and in accordance with 10 NYCRR §425.9, the Registrant hereby agrees to submit to a physical examination by his or her personal physician, including diagnostic laboratory and x-ray services, as medically indicated, within six (6) weeks prior to admission to the ADHCP or seven (7) days after the Registrant's admission to the ADHCP. The Registrant's personal physician shall provide to the ADHCP a copy of the Registrant's medical history and physical examination. The Registrant further agrees to submit to such physical examination at least every six (6) months and, as may be necessary, as determined by the plan of care established by the Registrant's physician or by medical necessity. Cooperation from the Registrant's personal physician is a requirement of the ADHCP.

With respect to the ongoing care of the Registrant, the Registrant agrees that if or when the Registrant's personal physician is not available, ADHCP shall be authorized to arrange for another physician to visit the Registrant after 30 days beyond the examination due date and, where appropriate, report the incident to the ADHCP medical director. The Registrant shall be responsible for the cost of such physician visit.

b. Authorization to Take Registrant's Photograph

By execution of this Agreement, the Registrant and/or Sponsor authorize the ADHCP to take and maintain a photograph of the Registrant for identification purposes.

c. Hours of Operation

The ADHCP provides services to Registrants from 8 A.M. to 4 P.M., Monday through Friday. ADHCP services are not available on the following legal holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Independence Day	Christmas
_____	_____
_____	_____

In addition, the Program may be closed during periods of hazardous weather. Registrants will be notified if the ADHCP is closed during such periods by their transportation provider or the Facility.

II. MUTUAL CONSIDERATION OF PARTIES

The ADHCP agrees to provide all basic services to the Registrant as outlined in Section IV below and refer/arrange for available ancillary services listed in Attachment C that the Registrant requires.

The Registrant, Sponsor and/or Responsible Party understand and agree that the ADHCP's acceptance of the Registrant is based on the Registrant's, Sponsor's and/or Responsible Party's representation that the Registrant has resources, insurance coverage and/or is eligible for government benefits (i.e., Medicaid) to cover the cost of the services provided by the ADHCP. Furthermore, the Registrant, Sponsor and/or Responsible Party agree to take all necessary steps to ensure that the ADHCP receives payment from these and/or other available sources consistent with this Agreement.

The Registrant, Sponsor and/or Responsible Party agree to comply with all applicable policies, procedures, regulations and rules of the ADHCP and the provisions of this Agreement. The Registrant further agrees to respect the personal rights and private property of other Registrants and individuals while participating in the services provided by ADHCP. A statement of the ADHCP's policies and rules and regulations is attached to this Agreement and made a part hereof (See Attachment B).

III. FINANCIAL ARRANGEMENTS

The Registrant, Sponsor and/or Responsible Party shall pay the ADHCP on a private pay basis, with private insurance, and/or by means of a third party government payor, such as Medicaid. A Registrant's obligation to guarantee payment is personal and limited to the extent of his/her finances and, where consistent with applicable laws, rules and regulations, to the extent of his/her spouse's income and resources as well. The Responsible Party is responsible for providing payment from the Registrant's income and resources to the extent he/she has access to such income and resources without the Responsible Party incurring personal financial liability. Payment to the ADHCP shall be made on a monthly basis as billed.

Ancillary services, including, but not limited to, beauty parlor and barber services, physician visits, dental services, outside medical consultation services, diagnostic services and transportation to and from other health care providers, are not included in the ADHCP Basic Services Rate and will be billed to the Registrant according to the ADHCP's and/or the service providers' charge schedules. A copy of the ADHCP charge schedule for ancillary services is attached to this Agreement as Attachment C. However, some of the charges for ancillary services may be covered by Medicaid, Medicare and other Medicaid and third party insurance.

d. Rate Change

ADHCP reserves the right to increase the rate and/or modify the services provided under the charge structure after notifying the Registrant at least thirty (30) days before the rate is increased and/or services are modified.

e. Late Charges, Collection Costs, Including Attorney and Court Fees

Interest at the rate of fifteen (15%) percent per annum will be assessed on all accounts more than thirty (30) days overdue. If the Registrant, Sponsor and/or Responsible Party fails to make payments within thirty (30) days of the date payment is due, the Registrant shall pay all expenses incurred by the ADHCP, in connection with its attempts to collect the outstanding payment. Such collection costs will include, but may not be limited to, attorneys' fees, court costs and related disbursements. In addition, the Registrant, Sponsor and/or Responsible Party shall pay all late charges as noted above.

f. Refunds

Should the Registrant miss scheduled days, money for those missed days will be refunded or held against the following month's charges. Upon a Registrant's discharge from ADHCP, ADHCP shall refund any monies held by ADHCP that are in excess of any payments due to ADHCP for services furnished pursuant to this Agreement within thirty (30) days of the Registrant's ADHCP discharge.

IV. BASIC SERVICES PROVIDED

ADHCP shall provide to all Registrants the following basic services ("ADHCP Services") in exchange for payment provided as described in section III herein:

1. Case Management.
2. Health education.
3. Interdisciplinary care planning.
4. Nursing services.
5. Social services.
6. Assistance and supervision with the activities of daily living, such as toileting, feeding, ambulation, bathing including routine skin care, care of hair and nails; oral hygiene; and supervision and monitoring of personal safety, restorative rehabilitative and maintenance therapy services.
7. Provide or arrange for rehabilitation therapy services as ordered by the Registrant's attending physician.
8. Food and nutrition services, including at least meal and necessary supplemental nourishment.
9. Planned therapeutic or recreational activities.
10. Appropriate transportation as needed.

11. Pharmaceutical services.
12. Referrals for necessary dental services and sub-specialty care.
13. Arrange for ancillary services, such as diagnostic laboratory and/or other diagnostic services as necessary and in accordance with the orders of the Registrant's attending physician.

V. TRANSFER AND DISCHARGE

1. The Registrant may withdraw from the ADHCP by giving 24 hours' notice with the sole obligation of paying any outstanding charges.
2. ADHCP may terminate this Agreement and transfer or discharge any Registrant, with reasonable notice, only under one or more of the following:
 - a. For medical reasons as certified by a physician and recorded in Registrant's health record.
 - b. For the welfare of the Registrants for whom adequate care cannot be provided.
 - c. For the welfare of other Registrants.
 - d. For repeated failure by Registrant to observe rules and regulations including failure to attend the program.
 - e. For failure to pay for ADHCP services.
 - f. For failure to participate in the established plan of care.
3. ADHCP will discharge and make an appropriate referral for any registrant who:
 - a. Manifests such degree of behavioral disorder that endangers the Registrant or other individual(s).
 - b. Manifests behavior so socially unacceptable or disturbing as to interfere with the adequate care and comfort of other Registrants.
 - c. Suffers from narcotic or alcohol addiction.
 - d. Suffers from a communicable disease unless receiving physician certification in writing that the risk of transmission is negligible.
 - e. Requires medical, social, health or rehabilitative care, which the ADHCP is unable to provide.

The director of the program will give 10 days' prior notice of discharge to the Registrant and, where necessary, the Registrant's Sponsor/Responsible Party.

VI. REGISTRANT'S BILL OF RIGHTS

ADHCP promises to observe and protect the rights, privacy and privileges of the Registrant as set forth on the Registrant's Bill of Rights attached hereto and made part hereof. (See Attachment A).

VII. TREATMENT DECISIONS

Registrant shall be provided with adequate and appropriate care, and will be fully informed by a physician of his or her total health status, including, but not limited to, his or her medical condition including diagnosis, prognosis and treatment plan options. Registrant will be fully informed and provided with all information concerning his or her rights, when permitted by applicable law and

a. **Private Payment**

If the Registrant is paying privately for the cost of his or her services, and part or all of such payment is not covered by third party insurance, the private pay rate for ADHCP Services is \$ _____ per day. Ancillary services, including, but not limited to, beauty parlor and barber services, physician visits, dental services, outside medical consultation services, diagnostic services and transportation to and from other health care providers, will be billed to the Registrant in addition to the basic daily rate, according to the ADHCP's and/or the service providers' charge schedules. A copy of the ADHCP charge schedule for ancillary services is attached to this Agreement as Attachment C. However, rates of payment to ADHCP may differ for individuals with additional sources of payment, such as Medicaid and third party insurance.

The ADHCP will accept payment for the initial month of basic services on or before the first day of program participation. Thereafter, the ADHCP bills private pay Registrants on a one month advance basis. All bills are generated by the first (1st) of each month and cover the next month of ADHCP charges. Payment is due and payable upon receipt of the bill by the Registrant, Sponsor and/or Responsible Party.

b. **Private Pay Billing Policy and Security Deposits**

Unless otherwise noted prior to admission and/or restricted by law, the ADHCP requires a security deposit in cash or certified check for each Registrant, equal to one (1) month of services at the ADHCP's daily private rate. This security deposit shall continue to be the property of the depositor. However, the ADHCP shall have the right to apply any or all of the security deposit toward the payment of any unpaid amounts due under this Agreement. If any or all of the security deposit is so applied, the ADHCP will notify the Registrant, Sponsor and/or Responsible Party and, within ten (10) days of receipt of the notice, additional security must be deposited so that the total security equals one (1) month of services.

Security Deposits or advance payments are not required upon admission from individuals eligible for Medicaid benefits. However, immediately upon the ineligibility of a Registrant and/or the expiration or discontinuation of Medicaid coverage for ADHCP services, the Registrant, Sponsor and/or Responsible Party will be required to remit a security deposit and advance payment in accordance with the above mentioned policies of the ADHCP.

c. **Medicaid and Veteran's Administration (VA) Coverage**

If the Registrant is eligible for Medicaid coverage, the ADHCP will accept the Medicaid reimbursement rate as payment in full for the ADHCP Services upon written notice of acceptance by the Department of Social Services (DSS). However, while the ADHCP may be available to assist a Registrant in applying for Medicaid, **the ADHCP has no control over the determination of Medicaid eligibility.** Notwithstanding the foregoing, the payment of any NAMI or overage payments as determined by DSS is the responsibility of the Registrant, Sponsor and/or Responsible Party, to the extent that the Responsible Party has access to the Registrant's funds.

If the Registrant qualifies for VA coverage, the ADHCP will accept the VA reimbursement rate for ADHCP Services plus any deductibles, copayments, and/or coinsurance as payment in full for the ADHCP Services.

regulations, to make an informed refusal (refuse care), and/or to execute an advance directive such as a living will, Health Care Proxy, or Do Not Resuscitate (DNR) Order.

VIII. EMERGENCIES

In the event that the Registrant shall require life-saving medical treatment, ADHCP shall endeavor to obtain prior consent of the Registrant and, when necessary, the responsible party. If such prior consent cannot, for any reason whatsoever, be obtained, ADHCP shall provide or arrange for the necessary emergency services without consent.

IX. SMOKING POLICY

Facility is a smoke free facility. The Registrant agrees that under no circumstances will he/she smoke anywhere on the grounds or in the buildings of the Facility.

X. GENERAL PROVISIONS

a. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any and all actions arising out of or related to this Agreement shall be brought in, and the parties agree to exclusive jurisdiction of, the New York State Supreme Court, located in Oneida County, New York.

b. **Binding Effect.** This Agreement shall be binding on the parties, their heirs, administrators, distributees, successors and assignees.

c. **Entire Agreement.** This Agreement and attachments, which are incorporated herein, contains the entire understanding between the Registrant, Sponsor and/or Responsible Party and the ADHCP and concerning the subject matter hereof and supersedes all prior agreements, understandings, and other similar communications, whether written or oral. This Agreement cannot be modified orally, and any changes must be in writing, signed by the parties to this Agreement.

d. **Severability.** Should any provision in this Agreement be determined to be inconsistent with any applicable law or to be unenforceable, such provision will be deemed amended so as to render it legal and enforceable and to give effect to the intent of the provision; however, if any provision cannot be so amended, it shall be deemed deleted from this Agreement without affecting or impairing any other part of this Agreement.

e. **Waiver.** The failure of any party to enforce any term of this Agreement or the waiver by any party of a breach of this Agreement will not prevent the subsequent enforcement of such term, and no party will be deemed to have waived subsequent enforcement.

f. **Non-Discrimination.** **IN ACCORDANCE WITH STATE AND FEDERAL LAW, THE FACILITY AND ADHCP SHALL MAKE AVAILABLE ITS FACILITIES AND SERVICES AND SHALL ADMIT, CARE FOR AND RETAIN REGISTRANTS WITHOUT REGARD TO RACE, COLOR, CREED, NATIONAL ORIGIN, SEX, AGE, SEXUAL PREFERENCE, MARITAL STATUS, BLINDNESS, DISABILITY, RELIGION, SOURCE OF PAYMENT OR SPONSORSHIP.**

