



NOT SIMPLY ASSISTED LIVING. ASSISTED LIVING WELL

ADMISSION AGREEMENT

THIS AGREEMENT is made and entered into by and between _____ Resident), _____ (Spouse) and _____ (Responsible Party), jointly and severally, and by McGregor, an Ohio non-profit charitable corporation (Home), for the purpose of securing domicile for the Resident.

ADMISSION APPLICATION:

The Resident, the Spouse and the Responsible Party, if any, represent that they have accurately and completely prepared the Admission Application and acknowledge McGregor's reliance on the information provided in the Admission Application.

The Responsible Party hereby represents that he or she has legal access to the Resident's income or resources that he or she will pay promptly, from the Resident's income or resources, all fees and charges payable by the Resident under the terms of this agreement.

FINANCIAL ARRANGEMENTS:

- 1) All Routine Charges will be made in accordance with the rate schedule in effect on the date of billing and payable monthly in advance on, the first of each month. The services covered by the Routine Charge include the following: room, professional nurse to pass medications (if needed), and personal care assistants to assist with activities of daily living (no skilled care is provided), 3 meals daily, weekly housekeeping, weekly laundry, life enrichment activities, social programming, utilities, basic cable, and emergency wireless call system. A non-refundable one-time community fee of ~~\$2500.00~~ is required. This fee is due when the application is returned. In addition, residents with pets must pay a non-refundable deposit of \$300.00.
- 2) Resident will be in Room # _____ and the Daily Rental Charge will be \$ _____, based upon 365 days a year. Payment will be the financial responsibility of the Resident or the Responsible Party. Monthly Routine Charge is subject to change annually and a 30 day written notice shall be given.
- 3) Charge for Care Services will be at Level _____ which is \$ _____ per day. This charge covers the twenty-four hour care delivery for nursing care based on the supportive personal care required by each resident.
- 4) Ancillary Services will be the financial responsibility of the Resident or the Responsible Party and are not included in the Monthly Routine Charge referred to above. They will either be billed on the monthly statement by McGregor or directly by the organization rendering the service. Ancillary Services may include activities and social programming, telephone services, and long distance. Other services available at additional cost include: audiology, dentist, podiatrist, ophthalmology services, market purchases, internet access, and personal transportation.

- 5) A complete list of ancillary charges is located in the business office. These charges are subject to change upon 30 days written notice.
- 6) The Resident has third-party insurance, other than Medicare or Medicaid, to cover all or part of McGregor's charges. McGregor will cooperate with the Resident and/or the Responsible Party in providing information to the Resident or to the third-party to aid the Resident and/or the Responsible Party in efforts to obtain any such third-party payments. However, any third-party payments relating to the services or care rendered by McGregor, if received directly by the Resident and/or Responsible Party, shall be immediately paid over to McGregor. Prompt payment of McGregor charges, pursuant to the monthly billing as set forth above, is mandatory, despite any expected third-party coverage.
- 7) Any payments received after the 30th of the month will be charge one and one-half percent (1Yi%) interest for the month due, and for each month thereafter until paid, interest not to exceed that permitted by law.
- 8) The Monthly Charge while the Resident is on leave from McGregor for any reason will remain at 100% of Monthly Charge. Upon permanent discharge and removal of all personal property from the suite, any prepaid amount will be refunded based upon a daily rate.

COVENANTS OF PARTIES:

McGregor agrees:

- 1) To furnish room board, housekeeping and general assistance in daily living as required for the comfort, safety and general well-being of the Resident. McGregor is open to the public without regard to race, color or national origin.
- 2) To arrange for transfer of the Resident to a hospital as and when ordered by their attending physician and consented to by the Resident. McGregor will notify the Responsible Party within 48 hours thereafter.
- 3) To provide other services and programming directed toward maintaining the highest practicable level of mental, physical and psychosocial functioning consistent with the Resident's medical condition.

THE RESIDENT and/or RESPONSIBLE PARTY AGREES;

- 1) To pay all fees and be legally responsible for payment thereof in the manner referenced above.
- 2) To provide clothing, dry cleaning and personal care items that maintains the personal hygiene of the Resident.
- 3) To the release of any medical, administrative or history records concerning the Resident maintained or in the possession of McGregor that may be requested from time to time by the ancillary health insurance providers, private insurance carriers, Federal, State, City or Local agencies, or others concerned with health and welfare of the Resident and permitted by law to receive the records.
- 4) That McGregor shall not be liable for the loss of money or damage to valuables or personal effects brought into McGregor by the Resident, relatives or friends unless delivered to the custody of the Administration for safekeeping and acknowledged by a receipt.

- 5) That any information contained on the application forms, financial statements and health history, which has been submitted to McGregor, is true to the best of the Resident's and Responsible Party's knowledge and belief. Any intentional misrepresentation made in the application or subsequently as to any matter covered by or relating to the application shall be grounds, at the sole option of McGregor for termination of this agreement and the Resident's occupancy.
- 6) That McGregor will be held harmless for accidents, losses or damages to property of the Resident.
- 7) That McGregor retains the right to relocate the Resident within McGregor based on care needs.
- 8) To adhere to McGregor's smoke free policy.
- 9) If resident has a pet, they or their responsible party are required to care for the animal. If the pet's needs cannot be met by the resident and/or their responsible party the pet may not stay. All pets must comply with McGregor's pet policy.

RESIDENT TRANSFER:

If a change occurs in the Resident's physical or mental condition that necessitates a change in care that McGregor is not prepared to provide and adequate outside assistance cannot be purchased by the Resident, immediate arrangements will be made, with the knowledge of the attending physician, to transfer the Resident to an appropriate facility. Except in an emergency, the Resident will not be transferred from McGregor without prior notification of the Responsible Party. Suitable clinical notes, a list of orders and all medication as directed by the attending physician shall accompany the Resident when transferred to another medical facility. Whenever possible, transfer will be made to a facility of the Resident's choice.

TERMINATION OF RESIDENCY:

Either party may terminate this Agreement on thirty (30) days' written notice, except as prohibited or allowed by law. No Resident shall be forced to remain at the Facility against his/her will, nor shall any Resident remain in the Facility beyond the time authorized by this Agreement.

The Resident may temporarily or permanently leave McGregor after obtaining the consent of his or her attending physician in writing, or by signing, personally or through his or her Responsible Party, a release form. Failure to meet this requirement shall terminate any responsibility on the part of McGregor.

The Resident and Responsible Party agree that McGregor has the right to terminate residency with reasonable notice to Resident, Responsible Party or family when:

- a. The transfer or discharge is necessary for the Resident's welfare because the Resident's needs cannot be met at McGregor;
- b. The transfer or discharge is appropriate because the Resident's condition has improved so that the Resident no longer needs the services of McGregor;
- c. The safety or health of individuals at McGregor would otherwise be endangered;

- d. The Resident or Responsible Party has failed to turn over resources or otherwise to meet their financial responsibilities under this agreement even though he/she has sufficient resources to do so, and such failure has continued for 60 days or more;
- e. The Resident has willfully violated McGregor's rules or regulations; or
- f. McGregor ceases to operate.

McGregor shall provide the Resident at least 30 days advance written notice before transfer or discharge, except that notice shall be given as soon as practical if the transfer or discharge occurs due to the reason set forth in item a, b or c above, or because the Resident has not resided at McGregor for 30 days or more.

Although McGregor, in one or more instances, may not insist upon strict performance, observance or compliance by the Resident with any of the terms or provisions of this Agreement, or McGregor may waive a breach by the Resident of any terms or provisions of this agreement, or of any agreement applicable to any other resident, it shall not be a continuing waiver nor construed to be a waiver or relinquishment by McGregor of its right to insist upon strict compliance by the Resident or any other resident with all of the terms and provisions of this agreement applicable to any other resident.

McGregor is not responsible for any items not called for within fifteen (15) days after discharge, transfer or termination.

This agreement shall not be terminated solely by reason of financial ability of the Resident to pay the charges set forth in this agreement, provided that the Resident has applied for and diligently pursued any benefits for which he or she may qualify. Further, the Resident and the Responsible Party agree not to impair the Resident's ability to meet his or her financial obligations hereunder by transferring assets after securing occupancy unless McGregor gives prior written consent to transfer.

ALL OF THE TERMS AND CONDITIONS of this Agreement between the Resident and McGregor are set forth in this Document. It shall be governed by the laws of the State of Ohio and shall be binding upon and benefit the parties hereto and their heirs, successors and assigns. No representations, warranties or promises, whether oral, written, implied or otherwise, have been made by McGregor to the Resident or the Responsible Party unless expressly stated in this Agreement. All amendments and supplements to this Agreement, if any, shall be in writing and executed both by McGregor and by the Resident.

The undersigned Resident, Spouse and/or Responsible Party certifies that he or she has read, understands and agrees to abide by the foregoing Agreement.

Signature

McGregor

Date: _____

Signature

Resident

Date: _____

Signature

Responsible Party

Date: _____



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