

## MAYFAIR HOUSE ADMISSION AGREEMENT

THIS AGREEMENT made \_\_\_\_\_, 20\_\_

by \_\_\_\_\_ (the “Home”)

and \_\_\_\_\_ (the “Resident”)

and \_\_\_\_\_ (the “Responsible Parties”)

### **RECITALS:**

- A. The Home is licensed as an Adult Care Residence by the Virginia Department of Social Services under Chapter 9, Title 63.1 of the code of Virginia (the “Code”) to provide maintenance or care to aged, infirm or disabled adults, and
- B. The Resident desires to reside in the Home.

NOW THEREFORE, the parties mutually agree as follows:

### **1. Obligations of the Home**

- a. Provide Resident with room, board, recreational activities, personal laundry, twenty-four (24) hour assistance with the activities of daily living, and transportation in emergency situations. Drugs and medical care are not provided.
- b. Abide by the applicable Rules and Regulations promulgated by the Commonwealth of Virginia.
- c. Provide thirty (30) days written notice to the Resident and his Responsible Parties prior to any rate increase.
- d. Provide a receipt to Resident or Responsible Parties for each monthly payment showing the balance due, amount paid and the remaining unpaid or credit balance.
- e. Provide confidential treatment of the Resident’s personal affairs and records and give the Resident the right to refuse their release to any individual outside the Home except as otherwise provided in the law and except in case of transfer to another care-giving facility.
- f. Provide on request, the Resident and his Responsible Parties, an accounting of personal funds held for the Resident. The accounting shall be in writing and shall show funds received, funds disbursed, and the current balance. Such funds shall be returned to the Resident or his Responsible Parties within thirty (30) days of termination of care.

### **2. Obligations of the Resident**

- a. Provide complete information regarding the Resident.
- b. Pay the monthly rate and any increase in that rate in advance.

- c. Provide his own transportation to medical facilities, shopping, or business appointments. The Home will provide transportation in emergency medical situations and, at the discretion of the Administrator, may provide other transportation as well.
- d. Provide medications, both prescription and over-the-counter, that are prescribed by the Resident's attending physician, utilizing a long term care pharmacy that meets the requirements of the Home for packaging, delivery, documentation and review of medications.
- e. Provide suitable clothing, toiletries, etc., as needed.
- f. The Resident agrees, in advance, to the discharge of the Resident if, in the judgment of the Administrator or the Resident's physician, the Resident requires nursing or convalescent care, the Home can no longer meet the needs of the Resident, the Resident does not comply with the Home's Rules of Conduct, or the Resident or his Responsible Parties fail to meet the financial obligations described in the Agreement.
- g. The Resident will provide the Home thirty (30) days prior written notice of Resident's intention to relocate. A Resident leaving without having given prior notice will be liable for thirty (30) days of care from date of departure. In case of emergency, the Administrator may waive this requirement.
- h. The Resident understands the Home reserves the right to remove from the Resident's room tobacco, alcohol, drugs, and food as well as radios and televisions not used in accordance with the Rules of Conduct.
- i. Allow the Home to relocate the Resident from room to room for reasons involving care or compatibility with other residents.
- j. Hold the Home harmless for items of personal property that are lost, stolen or damaged.

### **3. Obligations of Responsible Parties**

- a. Assist the Home in obtaining complete information regarding the Resident.
- b. Assume joint and several liabilities to pay, in advance, the monthly rate and any increase in that rate.
- c. Assist the Resident in obtaining his own transportation to medical facilities, shopping, business appointments or any other occasion except emergency medical situations.
- d. Assume joint and several liabilities to pay the pharmacy service provider for medications provided to the facility for use by the Resident.
- e. Assist the Resident in obtaining suitable clothing, toiletries and like items.
- f. Hold the Home harmless for items of personal property that are lost, stolen or damaged.
- g. The Responsible Parties agree, in advance, to the discharge of the Resident if, in judgment of the Administrator or the Resident's physician, the resident requires nursing or convalescent care, the Home can no longer meet the needs of the Resident, the Resident does not comply with the

Home's Rules of Conduct, or the Resident or his Responsible Parties fail to meet the financial obligations described in this agreement.

#### **4. Rules of Conduct**

- a. The Resident agrees not to keep alcoholic beverages in his room without the knowledge and consent of the Administrator and Responsible Parties.
- b. The Resident will smoke only in the areas designated by the Administrator.
- c. The Resident will not use a radio or television after 10:30 P.M. or before 7:30 A.M. unless the room is private and the volume is low.
- d. The Resident will not place long distance telephone calls (except on his private telephone) without the permission of the Administrator, and will limit all calls to a five (5) minutes. Calls are to be placed between 8:00 A.M. and 9:00 P.M. except in cases of emergency. The Resident agrees to reimburse the Home for such long distance calls.
- e. The Resident will not keep food of any kind in his room unless such food is kept in tightly sealed containers.
- f. The Resident will not keep medicines, prescriptions or otherwise in his room.
- g. The Resident agrees to bathe and change into clean clothes frequently, and further agrees to promote cleanliness in his room and in the common areas.
- h. The Resident will not, in his actions, endanger the lives or damage the property of others.
- i. The Resident will not keep any weapon (i.e. gun, knife) in his room or on his property.

#### **5. Financial Terms**

- a. Deposit: The Resident and/or the Responsible Party agrees to pay to the Home a deposit of \$\_\_\_\_\_. The deposit will be returned to the Resident or Responsible Party within thirty (30) days of the Resident leaving the Home. The Home may use the deposit to repair excessive damage to walls, furniture, and/or carpet in the Resident's room. The deposit may also be applied to any outstanding balance of the Resident at the time the Resident leaves the Home.
- b. Monthly Rate: The Resident and/or Responsible Party agrees to pay \$\_\_\_\_\_ plus any applicable surcharge or late fees. It is herewith communicated that an additional insurance surcharge of \$\_\_\_\_\_ is currently in effect, and this amount may be modified or discontinued by the facility as the cost of insurance changes. In the event of any increase in the surcharge, at least thirty (30) days advance notice will be given. The monthly rate is due the first day of each month. The Resident and/or Responsible Party acknowledge that if the monthly rate is not paid by the 10<sup>th</sup> day of the month, a \$25.00 late fee will be charged to the Resident.
- c. Rate Increases: The Home will provide the Resident and/or Responsible Party with at least thirty (30) days written notice of any rate increase.

- d. Past Due Account: A Resident owing a balance that is past due by more than thirty (30) days, may, at the sole discretion of the Administrator, be discharged. Past due accounts may be turned over to an attorney or collection agency. The Resident agrees to pay reasonable collection or attorney's fees plus the amount past due with interest accruing at the rate of 1.5% per month.
  - e. Refunds: If a Resident is transferred to any facility providing a higher level of care and the Resident expects this stay to be of short duration, then the Resident and/or Responsible Party will notify the facility as to the expected length of stay. If the Resident wishes the facility to keep his room available, the Resident and/or Responsible Party must continue to pay the monthly fee. Upon notification that the Resident will not be able to return to the facility, any unused portion of the monthly fee will be returned to the Resident and/or Responsible Party within thirty (30) days of discharge. The Resident is considered discharged from the facility on the day following the removal of all personal property.
6. **Resident's Rights:** The Resident and/or the Responsible Party acknowledges that he has been informed of and has had explained to him the following:
- a. Section 63.1-182.1 of the Code of Virginia dealing with Resident's rights and the Home's procedures for upholding such rights.
  - b. The Home's policies and procedures regarding the following:
    - (1) The Home's grievance procedure.
    - (2) Notice requirements prior to relocation in the Home or discharge.
    - (3) The Home's responsibility for the Resident's possessions and/or furnishings in the Home.
7. **Suggestion and Grievance Procedures**
- a. Suggestions for improvement of care are welcomed at any time from Residents, families of Residents, Responsible Parties or other interested persons.
  - b. Complaints and grievances not resolved by staff should be referred to the Administrator.
  - c. If the Administrator is not able to resolve the problem, it should be referred to the Suggestion and Grievance Committee. This Committee is composed of the Administrator and one family member or someone from the community at large. The Committee shall try to resolve the problem and may examine the Home's policies and procedures in order to uncover areas for further study and possible action by the Home's owners.
  - d. Any party to the complaint or grievance may at any time seek the help of the Virginia Long Term Care Ombudsman at (800) 552-3402.
8. **Termination of Agreement** This agreement and all duties arising hereunder shall terminate on discharge or death of Resident provided, however, that if there is an outstanding balance due on the discharge or death of the resident, the financial

obligations of the Resident and Responsible Parties shall continue in full force until payment thereof.

**IN WITNESS WHEREOF**, The Home, the Resident, and Responsible Parties have executed this Agreement as of the date and year first above written.

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**Home**

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**Administrator**

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**Resident**

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**Responsible Party**

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**Responsible Party**