

## **Tieszen Memorial Home Inc Admission Agreement**

This agreement is made by and between Tieszen Memorial Home, Inc., hereinafter referred to as the "Home," and \_\_\_\_\_, hereinafter referred to as the Resident and \_\_\_\_\_, hereinafter referred to as the Guarantor. The parties hereto agree to the following additional terms and conditions.

### **Facility Agreement**

The Home agrees to furnish room, board, linens and bedding, nursing care and such personal services as may reasonably be required for the health, safety, good grooming and well-being of the resident. To request, on behalf of the Resident, the services of a licensed physician of the Resident's choice whenever necessary, or the services of another licensed physician, if a personal physician has not been designated, or is not available and to administer such medications and treatment as the physician may order.

To arrange for transfer of the Resident to the hospital of the Resident's choice, when ordered by the attending physician, and to notify the Guarantor of such transfer.

To remit refunds in accordance with established policy of the facility.

To provide the Resident and Guarantor with a copy of the resident policies of the Home. The resident policies shall be considered a part of this agreement and are incorporated herein by reference the same as if set in full herein. A copy is included in the admission packet.

### **Agreement of Resident and Guarantor**

To provide personal clothing and effects as needed or desired by the Resident.

To provide spending money as needed by the Resident.

To be responsible for and pay hospital charges if hospitalization becomes necessary and to provide and pay for necessary transportation expenses to receive hospitalization.

To be responsible for and pay for physician's fees, medications, and other treatments or aids ordered by the physician.

To provide and pay for necessary transportation expenses if transportation is provided to receive the services of a physician.

To provide for and pay for all other services approved, required or determined necessary by the Home or physician.

Resident shall be responsible for any harm, injury or damage to Resident or others occurring as a consequence of Resident refusing to give consent to medical treatment or medication or occurring as a consequence thereof.

Prior to admission to the Home and thereafter, the Resident shall provide the Home with executed Power of Attorneys in form and manner acceptable to the Home and as required by the State of South Dakota. Resident shall provide updated copies to the Home in the event the Power of Attorney changes during the Resident's residency.

Resident's estate and Guarantor are solely responsible for funeral and burial expenses upon Resident's death.

## **Duration of Agreement**

The Home or the Resident may terminate this agreement by giving a 30-day written notice of termination of this agreement. This agreement will remain in full force and effect until a subsequent written agreement is executed between the parties. Nothing in this agreement shall require the Home to provide residential services for the Resident if the Resident requires care that the home does not offer or if the Resident, in the sole opinion of the Home, has become a danger to the other residents.

## **Financial Agreement**

The Resident, Guardian, Power of Attorney, or Guarantor agrees to pay the daily rate in effect for the level of care required, based upon the Nursing Home assessment tool. Extra charges are assessed for private room accommodations and supplies. The charges for care may change if a change in the Resident's care, accommodations, or supplies is required or provided. Private rooms are not available when a Resident is on Medicaid. Medicaid policies will prevail for all residents on Medicaid.

Resident and Guarantor jointly and severally agree to pay the fees and charges for the Resident's care. The Resident and/or the Guarantor is responsible to continue to base the base rate when the resident is away from the Home on casual or vacation leave.

The Resident and/or the Guarantor is responsible to continue to pay the base rate when the resident is away from the Home for medical or psychiatric care.

Interest will be charged at the rate of 1% per month when billed charges for services are not paid within 15 days of the end of the month in which the care was provided. Interest charges may be waived at the discretion of the Administrator under special circumstances.

## **Severability**

If any provision of this agreement is found to be illegal or unenforceable, such provision shall be deemed to severable from the remaining provisions of the agreement and shall not invalidate or render unenforceable the remainder of the agreement.

## **Understanding**

The Resident and Guarantor agree to all the terms of this agreement and represent that they understand it. The Resident and Guarantor represent that they have asked any questions which they might have and understand that the Resident can be admitted only if this agreement is signed and fully understood.

Resident acknowledges that the Resident has read the above and foregoing admission agreement and agrees to the terms as stated. Resident acknowledges that the Resident has received a copy of this agreement and a copy of the resident policies as set forth by the Home.

Guarantor acknowledges that the Guarantor has read the above and foregoing admission agreement and agrees to the terms as stated. Guarantor acknowledges that the Guarantor has received a copy of this agreement and a copy of the resident policies as set forth by the Home.

Resident/Guarantor Signature \_\_\_\_\_ Date \_\_\_\_\_

Facility Representative Signature \_\_\_\_\_ Date \_\_\_\_\_