



ADMISSION QUESTIONNAIRE

DATE: _____

FOR SUBACUTE REHABILITATION COMPLETE SECTIONS: I, II, III ONLY

FOR LONG TERM SKILLED CARE COMPLETE ALL SECTIONS

I. APPLICANT DEMOGRAPHICS:

- A. Name of Applicant
B. Home Address
C. Home Phone
D. Social Security #
E. Date of Birth
F. U.S. Citizen
G. Marital Status
H. Applicant Currently Employed?
I. If yes, where:
J. Location of Applicant
K. Previous Nursing Home stays
L. Primary Doctor
M. Date of Surgery

II. APPLICANT DEMOGRAPHICS

The Brothers of Mercy requests that to the greatest extent feasible, the individual named as the Financial/Designated Representative for the applicant to be an existing attorney-in-fact for the applicant, or be granted a Durable Power of Attorney by the applicant as soon as possible to ensure continuity of payment of all expenses incurred to the extent of the applicant's resources.

- A. Financial/Designated Representative (manage finances for applicant)
Name
Address
City
Home Phone
Email address
Bank POA:
Durable POA:
Conservator/Guardian:

* Are any of the above annuitized? Yes No Total Balance \$ _____

VI. LIABILITIES:

- A. Home Mortgage: Yes No If yes, amount owed \$ _____
- B. Loans: Yes No If yes, amount owed \$ _____
- C. Credit Cards: Yes No
- D. Other (home equity, etc.): Yes No If yes, amount owed \$ _____

VII. DIVESTING

- A. Has Applicant/financial representative transferred assets or property in the past 60 months to a life estate or to someone other than yourself?
Yes No If yes, Value \$ _____ Date of Transfer _____
- B. Has applicant given gifts of money in the last 60 months?
Yes No If yes, Value \$ _____ Date of Gift _____
- C. Has applicant issued any Promissory Notes?
Yes No If yes, Value \$ _____ Date of issue _____
- D. Has applicant been part of a Personal Care Agreement?
Yes No If yes, describe _____ Date of Agreement _____
- E. Additional Financial Information _____

VII. COUNSEL

A. Are you currently working with an attorney or other firm for Estate Planning Medicaid Planning?
If yes, please list name of firm: _____

I, _____ the resident and/or the Designated Representative, each separately and individually, warrant the financial information submitted to the facility concerning the Resident's finances are true, accurate and complete in all material respects, and that there are no material omissions.

I/we acknowledge that the Brothers of Mercy has relied and will continue to rely upon my/our truthful representation of all of the Resident's known income, assets, resources and liabilities, as well as my/our full disclosure of any transfers of income, and that my/our misrepresentation of failure to provide full disclosure may result in an interruption in payment or in qualification for benefits for payment of expenses incurred by the resident.

The Resident and/or Designated Representative assure payment of all expenses incurred to the extent of the applicant's resources.

REPRESENTATIONS, WARRENTIES AND INDEMNIFICATION AGREEMENT

1. Upon satisfactory review of the Questionnaire, including the representations and warranties made herein, The Brothers of Mercy will consider the Resident for admission.
2. The Resident and Representative each acknowledge the Brothers of Mercy's reliance on the statements Made by them in the Admission Questionnaire and the promises made herein and agree to indemnify and hold The Brothers of Mercy harmless from any and all liability, loss, expense, and/or damage which The Brothers of Mercy may incur by reason of any misrepresentation contained in either document or their noncompliance with either document.
3. The Resident and Representative represent and warrant to The Brothers of Mercy that the Resident's assets are fully and accurately disclosed on the questionnaire and that there have been no transfers of the Resident's ownership interest in any assets or resources within the past 60 months for which fair payment has not been received other than those listed in section VII.

4. The Resident and Representative agree that neither of them has previously done anything nor will either of them at any time hereafter do anything that would cause the Resident to become ineligible or disqualified for Medicaid for any period of time whether by reason of having transferred the Resident's present or future acquired assets without receiving fair payment or value in exchange for such transfer or otherwise.

5. If the Resident is the owner of a residence, the Resident and Representative represent and warrant that if And when the Resident no longer intends to return to such residence, such residence will be promptly sold for Fair value and the proceeds used to discharge Resident's obligations to The Brothers of Mercy if and when other resources are exhausted. Prior to exhausting Resident's other assets, they will list the residence for sale (with an M-L broker) for it's then fair market value and diligently pursue the closing of a sale of the residence. The proceeds of the sale will be held and used solely for discharging Resident's legal obligations, including the Obligations to The Brothers of Mercy.

6. The Resident and Representative agree that prior to exhausting the Resident's assets and resources, they will Make timely application for Medicaid. The application shall be made in such manner and at such time that the Resident will be able to pay his/her obligations to The Brothers of Mercy by means of the Resident's assets and Resources and/or medical assistance provided by the State of New York or other government agency.

7. If the resident is denied timely Medicaid coverage due to the willful or negligent failure of Resident and/or Representative to abide by this agreement, they agree to indemnify and hold The Brothers of Mercy harmless Of and from any and all loss or damage accessioned by any misrepresentation or failure to qualify for Medicaid and they each agree to pay and reimburse The Brothers of Mercy unconditionally all amounts that The Brothers of Mercy would have received had a timely Medicaid pick-up date occurred.

8. The liability of the Resident and the Representative for all damages incurred by The Brothers of Mercy as a Result of the breach by either of them of any of the covenants and representations made herein will be joint and several. Nothing herein, however, shall be constructed to be a personal guaranty by the Representative of the obligations of the Resident to The Brothers of Mercy for the room, board and/or care provided to Resident at The Brothers of Mercy except to the extent that such obligation arises as a result of a breach of the Covenants made herein.

I have reviewed the information contained herein, and represent that it is a factually true, accurate and complete. I understand that The Brothers of Mercy utilizes this information in the admissions decision process. The above terms and conditions will become effective and be binding upon and enforceable against the Resident and the Representative upon The Brothers of Mercy's admission of the Resident pursuant to this Questionnaire, the terms and provisions of which are hereby agreed to the _____ day of _____,

20____ by THE BROTHERS OF MERCY AND (please Print) _____ ("Resident")

and (Please Print) _____ ("Representative").

Applicant's/Resident's Signature

Street

City, State, Zip Code

Representative's Signature

Street

City, State, Zip Code

Approved and Accepted: _____