

Adult Home Admission Agreement

I. General Provisions

This is the admission agreement between the operator(s) of **Elderwood Assisted Living at Tonawanda**

and _____ and _____ stating
Name of Resident Resident's Representative

the terms and conditions of the resident's admission and living arrangements at the **Elderwood Assisted Living at Tonawanda**, located at 111 Ensminger Road, Tonawanda, New York 14150.

This agreement is effective as of _____ and shall remain in effect until
Date

amended by the parties or until terminated by the parties in accordance with the provisions of Section VII of this agreement.

II. Adult Home Services

The operator shall be responsible for the provision of the following:

- 1) A private () or semi-private () room (check one).
- 2) Board including three meals a day, served at regularly scheduled times; and a nutritious evening snack.
- 3) Personal care services as necessary on a twenty-four hour basis.
- 4) Twenty-four hour supervision.
- 5) Housekeeping services.
- 6) Linen services.
- 7) Laundry of resident's personal washable clothing.
- 8) The following diets when ordered by the resident's primary physician
- 9) An organized and diversified program of individual and group activities.
- 10) Case management services.

III. Resident Responsibilities

The resident and the resident's representative shall be responsible for the following:

- 1) Payment of the required rate.
- 2) Supply of personal clothing and effects.
- 3) Payment of all medical expenses including transportation for medical purposes, except where payment is available under Medicare, Medicaid, or third party

coverage.

- 4) At the time of admission, a dated and signed medical evaluation which conforms to Department regulations. Thereafter a medical evaluation which conforms to Department regulations at least once every twelve (12) months or more frequently if change in condition warrants.
- 5) Informing the operator of change in health status, change in physician, or change in medications.
- 6) In addition, the resident agrees to obey all reasonable rules of the facility and to respect their rights and property of other residents.

IV. Financial Arrangements

A. Basic Services Rate

The resident and the resident's representative agree to pay, and the operator agrees to accept, the following payment in full satisfaction of the services which the operator must provide according to law and regulation:

Monthly Rate \$ _____ * Payment due by

Weekly Rate \$ _____ * Payment due by

Daily Rate \$ _____ * Payment due by

* Must include payments made by a third party.

This amount is due and payable monthly in advance by the first (1st) day of each calendar month. A late fee of twenty-five dollars (\$25) and 1.5% interest per month shall be assessed if the Monthly Basic Service Rate is not paid by the tenth (10th) day of the month. Interest shall be calculated as of the first (1st) of the month until such amount is paid in full.

B. Tiered Fees Arrangement

As an Adult Home Resident, You will be provided with up to three and three-quarter(3.75) hours per week of Personal Care as outlined above. The Resident agrees to pay the level of care charge, if any, on a monthly basis. The level of care charge varies and is charged based on the number of hours of individualized, personal assistance provided by Facility staff to the Resident for the Resident's activities of daily living. The level of care charge is in addition to the Basic Service Rate and is detailed in Attachment A - Tiered Fee Arrangement-Rate/Fee Schedule.

C. Community Fee

A One-time Community Fee of \$ _____ is required to cover services that this facility provides which are not required by regulation. These services include, but are not limited to; 24 hour on-site nurse supervision services, scheduled transportation and 24 hour back-up generator power, in case of the loss of electricity. This fee is only refunded if the Resident terminates this Agreement in accordance with Section VI, and vacates the Apartment within ninety (90) days of the effective date of this Agreement

D. Supplemental Services

If the operator provides services and supplies beyond those required by law and regulation, he agrees to itemize in or attach to this agreement a listing of such services and supplies as well as the basis for additional charges, fees, or assessments for such services and supplies. The operator guarantees that supplemental services or supplies shall be provided at resident option and charges shall be made only for services and supplies actually chosen by and provided to the resident. The operator agrees to provide these services and supplies to residents who receive Supplemental Security Income (SSI) or Home Relief (HR) payments at a charge that is reasonably related to the cost of the services or supplies.

E. Adjustments to the Rate/Supplemental Services Charges

The operator agrees not to charge additional fees or assessments in excess of those stated in this agreement with the following exceptions:

- 1) Upon the express written approval and authority of the resident or his representative; or,
- 2) To provide additional care, services, or supplies upon the express order of the resident's primary physician; or
- 3) Upon thirty (30) days written notice to the resident and his representative of additional charges and expenses due to increased cost of maintenance and operation.

4) In the event of any emergency which affect the resident, additional charges may be assessed for the benefit of the resident as are reasonable and necessary for services, material, equipment, and food supplied during such emergency.

F. Reservation

The operator agrees to reserve the resident's residential space in the event of the resident's absence. The charge for this reservation shall be \$ _____ per _____. (The total of the daily rate for a one-month period may not exceed the established monthly rate.) The length of time the space shall be reserved is _____. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section VII of this agreement.

G. Gifts

If a resident wishes to voluntarily transfer money, property, or things of value to the operator upon admission or at any other time, the operator shall attach a listing of the items to be transferred to this agreement. This listing shall become part of this agreement and include any agreements made by third parties for the benefit of the resident.

H. Tipping

The operator shall not accept, nor allow his staff or agents to accept, any tip or gratuity in any form.

V. Resident's Rights and Responsibilities

The operator agrees to provide the resident with a copy of the Resident Rights and Protections Pamphlet and to treat each resident in accordance with the principles stated therein.

VI. Personal Allowance Accounts

The operator agrees to offer to establish a personal allowance account for any resident who receives either Supplemental Security Income (SSI) or Home Relief (HR) payments by executing a Statement of Offering (DSS-2853) with the resident or his representative. The resident agrees to inform the operator if he/she receives or has applied for SSI or HR funds.

The resident or the resident's representative shall complete the following:

I receive SSI funds or I have applied for SSI funds

I receive HR funds or I have applied for HR funds

I do not have either SSI or HR

VII. Termination

This admission agreement and residency in the facility may be terminated in the following ways:

1. By mutual agreement of the resident and operator;
2. Upon _____ days notice from the resident to the operator of the resident's intention to terminate the agreement and leave the adult home;
3. Upon 30 days written notice from the operator to the resident. Involuntary termination of an admission agreement is permitted only for the reasons listed below, and, if the resident objects to the action, only after the operator initiates a court proceeding and the court rules in favor of the operator.

The grounds upon which involuntary termination may occur are:

1. The resident requires continual medical or nursing care which the adult home cannot provide;
2. The resident's behavior poses imminent risk of death or imminent risk of serious physical harm to himself or anyone else;

- 3. The resident fails to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which the resident has agreed to pay pursuant to the resident's admission and services agreement. If failure to make timely payment resulted from an interruption in the receipt by the resident of any public benefits to which he is entitled, no involuntary termination can take place unless the operator, during the 30 days notice period, assists the resident in obtaining such benefits, or any other available supplemental public benefits. The resident must cooperate with such efforts by the operator;**
- 4. The resident repeatedly behaves in a manner that directly impairs the well-being, care or safety of the resident or any other resident, or which substantially interferes with the orderly operation of the adult home;**
- 5. The operator has had its operating certificate limited, revoked, temporarily suspended, or the operator has voluntarily surrendered the operating certificate of the adult home to the New York State Department of Health; or**
- 6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the adult home to other facilities, or is making other provisions for the residents' continued safety and care.**

If the operator decides to terminate the admission agreement for any of the reasons given above, the operator will have hand-delivered to the resident a notice of termination on a form prescribed by the State Department of Health. Such notice will include the date of termination and discharge, which must be at least 30 days after delivery of the notice, the reason for termination, a statement of the resident's right to object, and a list of free legal and advocacy resources approved by the State Department of Health. Copies will be sent to the resident's next-of-kin, legally responsible relatives, and to the appropriate regional office of the Department of Health.

The resident may object to the operator about the termination and may be representative by an attorney or advocate. When the resident challenges the termination, the operator, in order to terminate, must institute a special proceeding in court. The resident will not be discharged against his will unless the court rules in favor of the operator.

VIII. Transfer

Notwithstanding the above, the operator may seek appropriate evaluation and assistance and may arrange for the transfer of a resident to an appropriate and safe location, prior to termination of an admission agreement and without 30 days notice or court review, for the following reasons:

1. When a resident develops a communicable disease, medical or mental condition, or sustains an injury such that continual skilled medical or nursing services are required. When the basis for the transfer no longer exists, and the resident is deemed appropriate for placement in an adult home, he shall be readmitted;
2. In the event that a resident's behavior poses an imminent risk of death or serious physical injury to himself or others;
3. When a receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all residents in the facility to other facilities or is making other provisions for the resident's continued safety and care.

After transfer, if return to the adult home is not anticipated, the operator will initiate termination procedures as set forth in Section VII of this agreement.

IX. Refund/Return of Resident Monies and Property

Upon termination of this agreement, the operator shall provide the resident with a final written statement of the resident's payment and personal allowance accounts at the adult home. In addition, the operator shall return, within three (3) business days of the termination of the agreement, any money, property, or thing of value held in

Supplemental Services and Supplies

This statement is a part of the admission agreement, and shall specify operator responsibility to provide and resident responsibility for payment of the following items:

<u>Item</u>	<u>Basis for the Additional Charge</u>
Dry Cleaning	U _____
Professional Hair Grooming	U _____
Personal Toilet Articles	U _____
Commissary Goods	U _____
Extraordinary Activities Supplies	U _____
Special Cultural Events	U _____
Transportation	U _____
*Medical	U _____
Recreational	U _____
Long Distance Telephone Calls	U _____
Other (Specify)	
_____	U _____
_____	U _____
_____	U _____

Dated: _____

Signature of Resident

Dated: _____

Signature of Resident's Representative

Dated: _____

Signature of Operator or His Designee

* Except where payment is available under Medicare, Medicaid, or third party coverage.

ATTACHMENT A

TIERED FEES ARRANGEMENT-RATE/FEE SCHEDULE

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (*if applicable*); ambulation (*if applicable*); transferring (*if applicable*); feeding and medication management including medication acquisition, storage and disposal, and assistance with self-administration of medication.

As an Adult Home Resident, You will be provided with up to three and three-quarter (3.75) hours per week of Personal Care as outlined above.

Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician during the following events; prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 12 months after your move-in. The results of this comprehensive assessment will be shared with You, Your Representative and/or Your Legal Representative. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees, as follows:

	<u>Level of Care Charge</u>
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<u>Level</u>	<u>Hours of Assistance Per Month</u>	<u>Monthly Fee</u>
<u>0</u>	<u>0 hours</u>	No additional fee
<u>1</u>	<u>Up to 3 hours</u>	\$150
<u>2</u>	<u>Up to 6 hours</u>	\$300
<u>3</u>	<u>Up to 9 hours</u>	\$450
<u>4</u>	<u>Up to 12 hours</u>	\$600
<u>5</u>	<u>Up to 15 hours</u>	\$750
<u>6</u>	<u>Up to 18 hours</u>	\$900
<u>7</u>	<u>Up to 21 hours</u>	\$1,050
<u>8</u>	<u>Up to 24 hours</u>	\$1,200
<u>9</u>	<u>Up to 27 hours</u>	\$1,350
<u>10</u>	<u>Up to 30 hours</u>	\$1,500
<u>11</u>	<u>More than 30 hours</u>	\$1,950

Elderwood Assisted Living in Tonawanda
Admission Agreement Addendum For The
Assisted Living Program

I. General Provisions

This is the admission agreement addendum between the operator(s) of Elderwood Assisted Living at Tonawanda and _____, (Resident) and _____, (Resident Representative, if any), stating the terms and conditions of the resident's admission and living arrangements at Elderwood Assisted Living at Tonawanda located at, 111 Ensminger Road, Tonawanda, New York 14150.

This addendum pertains to the Admissions Agreement approved by the Department for the above named Adult Care Facility and amends only the sections contained herein; all other provisions of the Admission Agreement remain in effect, unless otherwise amended. This addendum must be attached to the Admission Agreement of the Adult Care Facility.

The parties to this addendum understand that this program is an Assisted Living Program (ALP) providing residential long-term residential care and providing or arranging for home care services to the resident in accordance with New York State Social Services Law and Public Health Law and the Regulations of the New York State Departments of Social Services and Health.

II. Assisted Living Program Services

The ALP Operator must be responsible for providing an organized, 24 hour a day program of supervision, care and services including:

- 1) The services listed in the Admissions Agreement; and
- 2) The provision of, or arrangement for, the following home care services:
 - i) Personal care services which are reimbursable under Title XIX of the Federal Social Security Act;
 - ii) Home health aide services;
 - iii) Personal emergency response services;
 - iv) Nursing services;
 - v) Physical therapy;
 - vi) Occupational therapy;
 - vii) Speech therapy;
 - viii) Medical supplies and equipment not requiring prior approval; and
 - ix) Adult day health care in a program approved by the Commissioner of Health.

III. Resident Responsibilities

The Resident Responsibilities section of the Admission Agreement remains in effect except for the following modification regarding medical evaluations:

At the time of admission the resident agrees to cooperate with the completion of the assessment process which includes obtaining a dated and signed medical evaluation on a form conforming to Department regulations. The resident agrees to cooperate with the reassessment process which includes obtaining an approved medical evaluation no later than 6 months after admission and every six months thereafter, or as frequently as required to respond to changes in the resident's condition and to ensure immediate access to necessary and appropriate services by the resident.

IV. Financial Arrangements

Rate

The following supersedes the financial arrangements section of the Admission Agreement except for the Supplemental Services Section:

The resident and the resident's representative, if any, agree to pay and the operator agrees to accept the following payment in full satisfaction of the basic rate for services, material, equipment, and food as specified in the Admission Agreement and in Section II of the addendum which the operator must provide according to law and regulations: (select one schedule of payment)

Monthly Rate	\$ _____	Due Date _____
Weekly Rate	\$ _____	Due Date _____
Daily Rate	\$ _____	Due Date _____

The resident agrees to apply for and maintain all applicable income entitlements and public benefits necessary to support payment for services provided by the operator.

V. Agreement Addendum Authorization

We, the undersigned, have read this agreement addendum; have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Date: _____
Signature of Resident

Date: _____
Signature of Resident Responsible Party, if any

Date: _____
Signature of Operator or Designee