

Adult Home Admission Agreement

I. General Provisions

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

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 Wheatfield**, located at 2600 Niagara Falls Blvd, Wheatfield, New York 14304.

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 physical:  
Circle one: Regular Texture Modified Puree Carb Control \_\_\_\_\_
- 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.

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS <u>SW</u> DATE <u>11 / 1 / 2023</u>

- 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. 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 (1<sup>st</sup>) 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 (10<sup>th</sup>) day of the month. Interest shall be calculated as of the first (1<sup>st</sup>) of the month until such amount is paid in full.

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>11/1/2023</u>

B. 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.

C. 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.

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS <u>SW</u> DATE <u>11/1/2023</u>

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.

D. 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.

E. 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.

F. Tipping

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

G. 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

DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>11/1/2023</u>

the Basic Service Rate and is detailed in Attachment A - Tiered Fee Arrangement- Rate/Fee Schedule.

H. 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.

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

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>11/1/2023</u>

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 30 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

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>11/1/2023</u>

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 represented 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

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>11.11.2023</u>

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 safekeeping or owed the resident. This shall include any money or property of the resident which comes into the possession of the operator after discharge.

The operator shall provide the resident with a refund based upon the daily charge and the date of termination if either the operator or the resident has given notice to termination this agreement as provided for in Section VII above.

If the resident dies, the operator shall turn over the property of the individual to the legally authorized representative of the estate.

If a resident dies without a will and the whereabouts of the next-of-kin of the individual is unknown, the operator shall then contact the Surrogate's Court of the County wherein the adult home is located in order to determine what should be done with the property of the individual.

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>11.1.2023</u>

X. Waiver

Any modification or provision of this agreement not consistent with Social Services Law and the regulations of the State Department of Health for Adult Homes shall be null and void.

Waiver by the resident of any provision in this agreement which is required by law or regulation shall be null and void.

XI. Agreement Authorization

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Resident

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Resident's Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Operator or His Designee

APPROVED BY  
DIVISION OF ADULT CARE FACILITY &  
ASSISTED LIVING SURVEILLANCE  
NYSDOH REGIONAL OFFICE  
INITIALS SW DATE 11/1/2023

**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	_____
Professional Hair Grooming	_____
Personal Toilet Articles	_____
Commissary Goods	_____
Extraordinary Activities Supplies	_____
Special Cultural Events	_____
Transportation	_____
Medical	_____
Recreational	_____
Long Distance Telephone Calls	_____
Other (Specify)	_____
_____	_____
_____	_____
_____	_____

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.

APPROVED BY DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE  NYSDOH REGIONAL OFFICE  INITIALS <u>SW</u> DATE <u>11 / 1 / 2023</u>
--

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:

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>11/1/2023</u>

	<u>Level of Care Charge</u>	
<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

APPROVED BY  
 DIVISION OF ADULT CARE FACILITY &  
 ASSISTED LIVING SURVEILLANCE  
 NYSDOH REGIONAL OFFICE  
 INITIALS SW DATE 11/1/2023