

**ADMISSION AGREEMENT
ASSISTED LIVING PROGRAM**

I. General Provisions

This is the Admission Agreement (Agreement) between Elderwood Assisted Living at Wheatfield (the “Operator” or the “Facility”) and

(Name of Resident) (Resident’s Representative)

(referred to singularly or collectively as “ Resident”) stating the terms and conditions of the Resident’s admission and living arrangements at the Facility, located at 2600 Niagara Falls Boulevard, Wheatfield, New York 14304. This month-to-month Agreement is effective as of _____ (“Effective Date”) and shall remain in effect until amended by the parties or until terminated by the parties in accordance with Section VI of this Agreement.

The Operator has accepted the Resident’s application for admission, which shall remain on file with this Agreement.

The parties understand that this Facility is an adult care facility providing lodging, board, housekeeping, personal care and supervision services to the Resident in accordance with New York State Social Services Law and Regulations.

II. Accommodations and Services

A. Basic Services

The Operator shall be responsible for the provision of the following services:

- 1) Use of a furnished Semi-Private, including heat, electric and water.
- 2) Three meals a day, served at regularly scheduled times; and an evening snack.
- 3) Weekly housekeeping services
- 4) Weekly laundering of Resident’s personal washable clothing and linens.
- 5) An organized and diversified program of individual and group activities.
- 6) Case management services.

B. Health and Personal Care Services

The Operator's staff shall:

- 1) Observe the Resident's health status to identify any changes in physical, mental, emotional and social functioning and will help the Resident respond to his/her dietary, health and/or special services needs.
- 2) Provide assistance to the Resident, as needed, with dressing, grooming, bathing and other activities of daily living.
- 3) Assist the Resident with storage and administration of medications and assistance in taking self-administered medications to the extent allowed by state law.
- 4) Maintain a separate Resident record, which contains medical and other personal information. All information and records regarding residents are confidential and are not released without written consent of the Resident or his/her authorized legal representative. Each Resident has the right to review his/her record or to authorize members of his/her family to review the Resident record.

III. Resident Responsibilities

The Resident shall be responsible for the following:

- 1) Payment of the Monthly Basic Service Rate.
- 2) Payment of all personal clothing, health care services, including, without limitation, hospital, skilled nursing facility, physicians', rehabilitation therapists' and nursing services, private duty personnel, medications, vitamins, eye glasses, eye, ear and dental examinations and services, hearing aids, orthopedic appliances, laboratory testing, x-rays, telephones, cable television and beauty/barber.
- 3) At the time of admission, provision of a dated and signed medical evaluation which conforms to Department of Health Regulations; thereafter provision of a medical evaluation, which conforms to Department of Health Regulations, at least once every six (6) months or more frequently if a change in condition warrants.
- 4) Informing the Operator of change in health status, change in physician or change in medications.

- 5) Obeying all reasonable rules of the Facility and respecting the rights and property of other Residents.
- 6) Payment of all damages to assigned Room during the Term except for normal wear and tear.

IV. Financial Arrangements

A. Basic Services Rate

The Resident agree(s) to pay and the Operator agrees to accept the following payment in full satisfaction of the services, which the Operator must provide under this Agreement:

Daily Basic Service Rate \$ _____

This amount is due and payable monthly in advance by the first (1st) day of each calendar month.

B. Supplemental Services

If the Operator provides services and supplies beyond those required by law and regulation, it agrees to itemize in or attach to this Agreement a listing of such services and supplies. The Operator guarantees that supplemental services or supplies shall be provided at the Resident's option and charges shall be made only for services and supplies actually chosen by and provided to the Resident.

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;
- 2) For additional care, services or supplies provided upon the express order of the Resident's primary physician; or,
- 3) In the event of any emergency, which affects the Resident, additional charges may be assessed for the benefit of the Resident, which are reasonable and necessary for services, material, equipment, and food supplied during such emergency.
- 4) The Operator shall have the right, upon thirty (30) days prior written notice to the Resident, to change the Monthly Basic Service Rate and charges due to the increased cost of maintenance and operation.

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 VI of this agreement.

E. 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 are, but not limited to, 24 hour on-site nurse supervision services 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.

F. Damages for Cleaning and Repairs

The parties agree that upon termination of the Agreement, the Room will be returned to the Operator in good condition less normal wear and tear. Any cleaning or damages beyond normal wear and tear will be billed at cost of material plus labor.

G. Voluntary Transfer of Resident's Property

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 includes 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 from any Resident.

V. Resident's Rights and Protections

The Operator agrees to provide the Resident with a copy of the Facilities Admission Booklet, which outlines the Resident's Rights and Protections and agrees to treat each Resident in accordance with the principles stated therein.

VI. Termination of Agreement

A. By Resident

The Resident may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the Operator's Administrator. The Resident's notice must identify the date when the termination is to become effective, which date must be at least thirty (30) days after the date of the notice.

B. By the Operator

Involuntary termination of this Agreement by the Operator 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 finds in favor of the Operator.

Involuntary Termination by the Operator may occur if:

- 1) The Resident requires continual medical or nursing care, which the Facility cannot provide;
- 2) The Resident requires services or supervision that cannot be provided or arranged for by the Operator;
- 3) The Resident's behavior poses imminent risk of death or imminent risk of serious physical harm to himself/herself or anyone else;
- 4) 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 this Agreement. If failure to make timely payment resulted from an interruption in the receipt by the Resident of any public benefits to which he/she is entitled, no involuntary termination can take place unless the Operator, during the thirty 30-day notice period, assists the Resident in obtaining such benefits, or any other available supplemental public benefits. Documented failure of the Resident to

cooperate with such efforts by the Operator is considered evidence of assistance;

- 5) 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 Facility;
- 6) the Operator has had its operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operating certificate of the Facility to the State Department of Health; or
- 7) a receiver has been appointed pursuant to applicable state laws and is providing for the orderly transfer of all residents in the Facility to other facilities or is making other provision for the Resident's continued safety and care.

If the Operator decides to terminate this 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 thirty (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, responsible party (as designated in this Agreement), and within five (5) days after the notice is served upon the Resident, to the appropriate regional office of the State 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. The Resident must continue to pay Monthly Basic Service Rate during this period.

C. Upon Death

This Agreement shall terminate automatically upon the Resident's death. The Resident's estate shall be charged for unpaid bills.

D. Vacating Room and Refund

Upon termination of this Agreement under Section VI (A), (B), (C) above, the Resident or Resident's estate shall vacate the Resident's Room, remove all of the Resident's belongings from it, and return all the Resident's keys to the Operator. Until the Resident's Room is vacated and all the Resident's property is removed from the Resident's Room, the Resident and/or the Resident's estate shall remain liable for the Monthly Basic Service Rate. The Resident's obligation to pay the Monthly Basic Services Rate will terminate as of the later of the termination date or the date the room has been vacated and all the Resident's property has been removed from the room unit.

VII. 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 thirty (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 medical or nursing services are required. When the basis for the transfer no longer exists, and the Resident is deemed appropriate for placement in the Facility, he/she 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 applicable State law and is providing for the orderly transfer of all Residents in the Facility to other facilities or is making other provision for the Resident's continued safety and care.

After the Resident's transfer, if the Resident's return to the Facility is not anticipated, the Operator will initiate termination procedures as set forth in Section VI of this Agreement.

VIII. 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 account including a detail of charges and payments. 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 the discharge or transfer.

If the Resident dies, the Operator shall turn over the Resident's property 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 Resident are unknown, the Operator shall then contact the appropriate Surrogate's Court to arrange for transfer of the Resident's property.

IX. Property of Resident

The Operator is not responsible for loss of any property belonging to the Resident due to theft or any other cause unless such loss is caused by the gross negligence or intentional acts of the Operator or its employees or agents. If the Resident wishes to purchase insurance in the event of damage to the Resident's property or the loss of the Resident's property, the Resident is responsible for purchasing and maintaining such insurance. The Operator recommends that the Resident purchase renters insurance.

X. Incompetency

In the event the Resident becomes legally incompetent or is unable to properly care for him/herself or the Resident's property, and in the event that the Resident has made no designation of a person or legal entity to serve as the Resident's guardian, the Resident hereby grants authority to the Operator to apply to a court of competent jurisdiction for the appointment of a guardian.

XI. Waiver of One Breach Not a Waiver of any Other

The failure of the Operator in one or more instances to insist upon the strict performance, observance or compliance by the Resident with any of the terms and provisions of this Agreement, shall not be construed to be a waiver or relinquishment by the Operator of its right to insist upon strict compliance by the Resident with all of the terms and provisions of this Agreement.

XII. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as if such unenforceable

provision was not included and all other provisions of this Agreement shall continue in full force and effect.

XIII. Governing Law

This Agreement shall be governed by and construed under the laws of New York.

XIV. Attorney's Fees

The Operator shall be entitled to its costs and reasonable attorney's fees from the Resident and/or Resident's estate, which are incurred by the Operator for the Resident's breach of his/her/their obligations set forth in this Agreement.

XV. Waiver

Any modification or provision of this Agreement inconsistent with the laws and regulations as set forth by the State Department of Social Services for operation of this Facility shall be null and void.

Waiver by the Resident of any provision of this Agreement, which is required by law or regulation, shall be null and void.

XVI. 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/
Power of Attorney)

DATED: ___/___/___ _____
(Signature of Operator or Designee)

ADDENDUM A

RELEASE OF RESIDENT MEDICAID INFORMATION TO FACILITY

I, _____, hereby authorize the
_____ County Department of Health

("the Department") to release information about _____'s Medicaid case
to:

Elderwood Assisted Living at Wheatfield
2600 Niagara Falls Boulevard
Wheatfield, New York 14304

This information may be used by the facility to assist the Resident to obtain Medicaid eligibility and annual Medicaid re-certification. This information may include, but is not restricted to, income and resource information related to my Medical Assistance case. The Department is authorized to release all information except for the following:

(indicate information you do not wish released)

This authorization will continue without expiration unless indicated otherwise here:

(Authorization Expiration Date)

I retain the right to rescind this authorization at any time with written notice.

Date	Resident Signature
Date	Responsible Party or Sponsor <u>Check Appropriate Agency:</u> <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Resident's Agent <input type="checkbox"/> Legally Designated Representative <input type="checkbox"/> Next-of-Kin <input type="checkbox"/> Guardian <input type="checkbox"/> Other _____

ADDENDUM B

**AUTHORIZATION FOR FACILITY TO
REPRESENT THE RESIDENT IN THE MEDICAID PROCESS**

Date _____

I, _____, hereby authorize
_____ to act on behalf of

_____ in the Medicaid application and re-certification process. This authorization includes representation in the appeal of a denial of Medicaid eligibility or benefits should such representation become necessary because the Resident and/or the Responsible Party is unable to make such appeal provided the operator deems such appeal advisable.

The Operator shall be authorized, **but not obligated**, to file on its own initiative a Medicaid application or Medicaid re-certification application on behalf of the Resident in the event that the Resident or his/her representatives are unable to do so. I understand that by signing this Authorization, **the Operator does not undertake any obligation to file any such application or appeal of Medicaid benefits on behalf of the Resident** unless the Operator deems its action is necessary and prudent.

This authorization will continue without expiration unless indicated otherwise here:

(expiration of authorization date)

I retain the right to rescind this authorization at any time with written notice.

Date Resident Signature

Date Responsible Party or Sponsor

Check Appropriate Agency:

- Power of Attorney
- Resident's Agent
- Legally Designated Representative
- Next-of-Kin
- Guardian

ADDENDUM C

DSS-2853 (Rev. 7/85)

STATEMENT OFFERING PERSONAL ALLOWANCE ACCOUNT For Supplemental Security Income (SSI) and Home Relief (HR Recipients)

I understand that Social Services Regulations provide me, as an SSI or HR recipient, with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator cannot accept my personal allowance to pay for supplies and services that the operator is required to provide by law, regulation, or admission agreement. In addition, my personal allowance may not be used to pay the operator for any services for which payment is available under Medicare, Medicaid, or third party coverage.

I understand that the operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal allowance funds.

I understand that if I or my representative choose a facility maintained personal allowance account, the Department of Health Regulations require the operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account); show or give me upon request, or at least every three months, a summary of my account which includes my current balance; tell me of any other important facts about my account.

I understand that I do not have to put my funds in a facility maintained account.

I understand that I may close my facility maintained account at any time and have my funds returned to me.

I understand that there are legal protections for my funds and account.

I understand that I may ask the Department of Health or legal/advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

Check one of the following boxes:

- I authorize the operator to establish a facility maintained personal allowance account.
- I do not authorize the operator to establish a facility maintained personal allowance account.
- As representative for _____, I agree to comply with the personal allowance requirements set forth above. I do I do not authorize the operator to establish a facility maintained personal allowance account.
- I am not an SSI or HR recipient. However, the operator has offered to maintain a personal fund account for me. I hereby authorize such an account.

_____/_____/_____
Signature of Resident Date

_____/_____/_____
Signature of Legally Designated Representative/Responsible Party Date

_____/_____/_____
Signature of Operator or Designee Date