ADMISSION AGREEMENT
ADULT HOME

I. General Provisions

This is the Admission Agreement (Agreement) between Elderwood Village at Vestal (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 505 Clubhouse Road, Vestal, New York 13850. This Agreement is effective as of___(the "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 Home 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 and ❒ private ❒ semi-private room (check one), including heat, electric and water.
2) Three meals a day, served at regularly scheduled times; and a nutritious evening snack.
3) Housekeeping services
4) Laundering of Resident's personal washable clothing and linens.
5) An organized and diversified program of individual and group activities.
6) Case management services.
7) Cable Television
8) Transportation for scheduled medical appointments within a ten (10) mile radius of facility.

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9) Aides in attendance on a 24-hour basis to provide supervision services and personal assistance.

B. Health and Personal Care Services

The Operator's staff shall:

1) Provide assistance to the Resident, as needed, with additional services beyond the Basic Services at an additional charge per month as more fully explained in Section IV B, C and as set forth in Attachment A - Rate/Fee Schedule.
2) 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.
3) The Department of Health has the authority to examine residents' records as part of its evaluation of the facility

III. Resident Responsibilities

The Resident shall be responsible for the following:

1) Payment of the Monthly Basic Service Rate and any additional charges or fees authorized by the terms of the Agreement.
2) Payment of all personal clothing, health care services, including, without limitation, hospital, skilled nursing facility, physicians', rehabilitation therapists' and nursing services, medications, vitamins, eye glasses, eye, ear and dental examinations and services, hearing aids, orthopedic appliances, laboratory testing, x-rays, telephones, beauty/barber and transportation for scheduled medical appointments beyond a ten (10) mile radius of facility.
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 annually or more frequently if a change in condition warrants.
4) Informing the Operator of change in health status, change in physician or

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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, if those charges are pursuant to a court order.

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:

Monthly Basic Service Rate $ _____

This amount is due and payable monthly in advance by the first (1st[h]) 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[th]) day of the month. Interest shall be calculated as of the first (1[st]) of the month until such amount is paid in full.

1) The resident or responsible party, if any, has a right to contest that there has been late payment or that such terms are actually due under this Agreement and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.

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, as Attachment B - Supplemental Services and Supplies, 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.

The Operator agrees to provide these services and supplies to residents who receive Supplemental Security Income (SSI) payments at a charge that is reasonable related to the cost of the services or supplies

C. Adjustments to the Rate/Supplemental Services Charges

The Resident agrees to pay the level of care charge, if any on a monthly basis. Facility staff will conduct a level of care assessment upon admission, upon change of condition and/or every 90 days. The level of care charge varies and is computed based on the numbers of hours of individualized, personal assistance provided by the Facility staff to the Resident for the Residents activities of daily living, such as assistance with grooming, dressing and showers. These are hours in addition to the 3.75 hours per week included in the Basic Service Rate and are charged at $50 per each additional hour per month. The facility staff will record the time spent providing personal assistance to the resident by date and time, with the total of the time spent calculated by the day/week/month. In the event of a change of in the level of care assessment, the Operator shall have the right,

upon 30 days' prior written notice to the Resident, to charge the Resident for the new level of care. The level of care charge is in addition to the Basic Service Rate and is detailed in Attachment A – Rate/Fee Schedule.

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/her 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/her representative of additional charges and expenses due to 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 monthly 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.

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E. Community Fee

A one-time Community Fee of $1,500.00 is required to cover services that this facility provides which are not required by regulation. These services include, but are not limited to; scheduled transportation and 24-hour back-up generator power, in case of the loss of electricity.

The 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, if such charges are imposed pursuant to a court order.

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 Facility 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 A Residents Guide to New York State Department of Health Inspections, which outlines the Resident's Rights and Protections and agrees to treat each Resident in accordance with the principles stated therein. The Operator will provide the Resident with a copy of Resident Rights, Protections & Responsibilities in Certified Adult Care Facilities. The pamphlet is provided under Attachment C.

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.

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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 the entire 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. 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.

XI. 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.

XII. Governing Law

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

XIII. Attorney's Fees

If a dispute arises between the Operator and the Resident or Responsible party, over an alleged breach of this agreement, the prevailing party may collect from the losing party all reasonable attorney fees which a court of competent jurisdiction has expressly ordered the losing party to pay provided, however, that nothing in this Agreement shall be deemed to limit the ability of any party to avail themselves with any legal actions to contest or appeal the proposed imposition of such fees.

XIV. Waiver

Any modification or provision of this Agreement inconsistent with the laws and regulations as set forth by the laws and regulations that govern Adult Care Facilities 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.

XV. 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)

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NYSDOH REGIONAL OFFICE

ALS ____ DATE 12/20/18

ATTACHMENT A

RATE/FEE SCHEDULE

Room	Monthly Rate
Studio	Starts at $4049.00
1 Bedroom	Starts at $4592.00

Community Fee	
One-time Fee	$1,500.00

	Level of Care Charges	
Level	Additional Hours* of Personalized Assistance Per Month	Monthly fee starting at
0	0 Hours	No additional fees
1	Up to 3 hours	$150.00
2	Up to 6 hours	$300.00
3	Up to 9 hours	$450.00
4	Up to 12 hours	$600.00
5	Up to 15 hours	$750.00
6	Up to 18 hours	$900.00
7	Up to 21 hours	$1,050.00
8	Up to 24 hours	$1,200.00
9	Up to 27 hours	$1,350.00
10	Up to 30 hours and over	$1,500.00

*These are hours in addition to the 3.75 hours per week included in the Basic Service Rate.

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ATTACHMENT B
Supplemental Services and Supplies

Supplemental Services and Charges

SERVICES	COST	ARRANGEMENTS
Beautician and/or Barber Cut, shampoo and set..... Shampoo and set..... Cut and set..... Haircut..... Permanent ..... Hair coloring..... Shampoo (men & women) ..... Set..... Conditioner..... Color Rinse ..... Special Shampoo..... Shave.....	 $ 20.00 $ 14.00 $ 18.00 $ 12.00 $ 35.00 $ 25.00 $ 5.00 $ 7.00 $ 3.00 $ 3.00 $ 2.00 $ 8.00	A licensed beautician and/or barber comes to the Facility at least once a week; appointments are made through the Wellness Manager. Contact Information:
Press & Sun-Bulletin	Current rates apply	One copy is provided daily in the lounge free of charge. The Resident's subscription order is placed by the Business Office staff.
Transportation – Facility Van	No Charge	The Resident must make arrangements with Facility staff

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ATTACHMENT C

RESIDENT RIGHTS, PROTECTIONS AND RESPONSIBILITIES

RESIDENT RIGHTS, PROTECTIONS & RESPONSIBILITIES IN CERTIFIED ADULT CARE FACILITIES

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ASSISTED LIVING SURVEILLANCE

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- offer each SSI or SN recipient the opportunity to keep personal allowance funds in an account maintained by the facility.
- maintain complete records on your personal allowance account and upon request or at least quarterly, show or give you a statement that has all deposits, withdrawals, and the current balance in the account.
- allow you to review upon request Department-issued inspection reports, excluding any confidential attachments, for the most recent two-year period.
- encourage and assist residents in organizing and maintaining committees, councils or such other self-governing body as the residents may choose.
- maintain a system for accepting and responding to grievances and recommendations for changes or improvements in facility operations.
- allow you privacy in your room, subject to reasonable access by facility staff.
- allow you privacy in caring for your personal needs.
- Neither physically restrain you nor lock you in a room at any time.
- allow you to leave and return to the facility and grounds at reasonable hours.
- neither require from you nor accept from you any gratuity (i.e. tip or gift) in any form for services provided or arranged for in accordance with law or regulations.

If you feel that any of these rights and protections are being violated

you may file a complaint with the NYSDOH Office of Long Term Care, Division of Assisted Living at

1-866-893-6772

(toll-free) or at
ACFhotline@health.state.ny.us

Capital District Regional Office
1 Fulton Street - 2nd Floor
Troy, NY 12180

Central New York Regional Office
217 South Salina Street
Syracuse, NY 13202

Western Regional Office
259 Monroe Avenue
Rochester, NY 14607

Metropolitan Area Regional Office
90 Church Street New York, NY
10007

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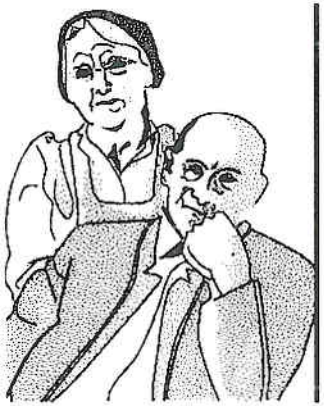

Resident Rights, Protections & Responsibilities

in Certified Adult Care Facilities

The Social Services Law gives you certain rights as a resident i n an adult care facility.

You have the right:

- to receive courteous, fair and respectful care and treatment at all times, and not be physically, mentally or emotionally abused or neglected in any manner.
- to exercise your civil rights and religious liberties and to make personal decisions, including your choice of physician, and to have the assistance and encouragement of the operator in exercising these rights and liberties.
- to have private, written and verbal communications or visits with anyone of your choice, or to deny or end such communications or visits.
- to receive and send mail or any other correspondence unopened and without interception or interference.
- to present grievances or recommendations on your own behalf, or on the behalf of other residents, to the administrator or facility staff, the State Department of Health, other government officials or any other parties without fear of reprisal or punishment.
- to join with other residents or individuals inside or outside the facility to work for improvements in resident care.

+ to confidential treatment of personal, social, financial and health records.

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In addition, law and regulations provide other protections.

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protections, the listing of legal services and advocacy agencies made available by the Department, and a copy of any facility rules relating to resident activities, and tell you of your obligation to comply with these rules.

- provide to you at least 30 days advanced notice of any change in the facility's rate or charges for supplemental services.

- provide to you, your next of kin or representative of your choice at least 30 days advanced notice of the facility's intention to terminate your admission agreement. The notice must indicate: the reason for termination; the date of termination; that you have a right to object to the termination of the admission agreement and discharge; that if you object, you may remain in the facility and the operator, in order to terminate, must begin a court proceeding; that you will not be discharged against your will unless the court rules in favor of the operator. At the time of notice, the operator must give you a list of agencies providing free legal and advocacy services within the local area of the facility.

+allow you to end your admission agreement, subject to the conditions for notice established in your Admission Agreement.

- guarantee that you keep from Supplemental Security Income (SSI) or Safety Net Assistance (SN) payments you receive, a personal needs allowance to buy any items the operator is not required to provide to you.