ADMISSION AGREEMENT ADDENDUM FOR THE ASSISTED LIVING PROGRAM

EXHIBIT C

This is the Addendum to the Admission Agreement made between Samaritan Summit Village, Inc. (the Operator), _____ ("the Resident" or "You") and _____ (the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any) stating the terms and conditions of the resident's admission and living arrangements at Samaritan Summit Village, located at 22691 Campus Drive, Watertown, NY 13601. The Residency Agreement is dated_____.

This Addendum pertains to the Admission Agreement approved by the Department for Samaritan Summit Village 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, and incorporated by reference, to the Admission Agreement of the Samaritan Summit Village.

The parties to this Addendum understand that this program is an Assisted Living Program (ALP) providing 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 Department of Health (the "Department").

I. 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 Admission Agreement; and

2. The provision of, or arrangement for, the following home care services:

    a. Personal care services which are reimbursable under Title XIX of the Federal Social Security Act.
    b. Home health aide services.
    c. Personal emergency response services.
    d. Nursing services.
    e. Medical supplies and equipment not requiring prior approval; and
    f. Adult day health care in a program approved by the Commissioner of Health.

II. Resident Responsibilities

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

1. 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 not later than 45 days from the date of admission on a form conforming to Department regulations. The resident agrees to cooperate with the reassessment process which includes obtaining an approved medical evaluation form every six (6) 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.

III. Financial Arrangements

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.

a. Should the resident be eligible for Medicaid, the operator agrees to accept the established Medicaid ALP rate for the services outlined in Section II of this Addendum. This payment is in addition to the specified rate in the Admission Agreement.

b. The resident is eligible for Medicaid. Y_____N_____

1. **Reservation of Space During a Temporary Absence**

a. In the case of temporary absence of Resident, Operator will reserve a residential space for resident. The then current terms and conditions and Rate of this admission agreement will remain in effect until the Operator receives a written thirty (30) day termination notice.

b. If the Resident is an ALP Resident, and is in receipt of Medicaid and enters a hospital or residential health care facility, then resident agrees to privately pay the MA Daily Rate or agrees to be discharged from the ALP, due to Medicaid Payment Regulation as follows: "*No Payment for MA funded home care services may be made to the ALP while the recipient is receiving residential health care facility services or inpatient hospital services*"

In such case Resident requests consideration for admission transfer to_____.

c. If the Resident is an ALP Resident, and is in receipt of Medicaid, and wants to be absent from the Assisted Living Program for 24-48 hours,

☐ Resident agrees to privately pay the MA daily rate in the absence of Facility receipt of MA funds.

☐ Resident agrees to follow the procedure stated below prior to each and every absence from Facility due to Medicaid Payment Regulations, as follows:

"MA payment will continue to be made to the ALP when an MA eligible resident is absent from the ALP for a 24-hour period in order to visit friends or relatives under the following conditions:

- *The recipient has resided in the ALP for at least thirty (30) days.*
- *A statement is obtained from the recipient's physician approving the absence.*
- *The ALP can assure that the recipient's health care needs can be met during his or her absence.*
- *The visit is limited to two (2) days duration for any single absence.*
- *The ALP has obtained prior authorization from the fiscally responsible district if the recipient's total days of absence exceed ten (18) days in a twelve-month period.*
- *The ALP is fiscally responsible for the provision of any home care*

services included in the MA home care services rate which are required by the recipient during his/her absence and the family member or friend is unable or unwilling to provide."

A provision to reserve a residential space does not supersede the requirements for termination as set forth in the Termination Section of this agreement.

IV. <u>Addendum Agreement Authorization</u>

We, the undersigned, have read this Assisted Living Program Addendum 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 Resident's Legal Representative

Dated: _____ _____
Signature of Operator or Operator's Representative