Episcopal
**SENIORLIFE**
Communities

Life. Inspired every day.

# SEABURY WOODS ASSISTED LIVING RESIDENCE, ENHANCED ASSISTED LIVING RESIDENCE, AND SPECIAL NEEDS ASSISTED LIVING RESIDENCE

## 2024 Residency Agreement

A. **This agreement** is made between **Seabury Woods** the;'Operator", (the "Resident" or "You"), (the "Resident' Representative", if any) and (the "Resident's Legal Representative", if any).

**RECITALS**

**A. The Operator** is licensed by the New York State Department of Health to operate at **110 Dalaker Drive Rochester, New York 14624** an Assisted Living Residence ("The Residence") known as **Seabury Woods** and as an Enriched Housing program.

The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence, and a Special Needs Assisted Living Residence.

**B.** You have requested to reside at Seabury Woods and the Operator has accepted your request.

**AGREEMENTS**

**I. Housing Accommodations and Services.**

Beginning on the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the Operator, Resident, Resident Representative or Resident Legal Representative, in accordance with the provisions of this Agreement.

**A. Housing Accommodations and Services**

**1. Personal Accommodation:** You may occupy and use a One Bedroom Apartment D, Two Bedroom Apartment D, *A* Memory Care Studio Apartment D, or *A* Memory Care Shared Suite D identified on Attachment 1, subject to the terms of this Agreement.

**2. Common Areas:** You will be provided with the opportunity to use the general purpose rooms at Seabury Woods such as lounges, common and private dining areas, Wellness Center, Faith & Activity Center, Beauty Salon, and Library.

## III. Fees

### A. 2024 Basic Rates.

**(1) Flat Fee Arrangements:** The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services as described in Section I. B of this Agreement The Basic Rate as of the date of this agreement is;

**Select One (X)**

a) $5,660 per month -1 Bedroom D
b) $6,045 per month - 2 Bedroom D
c) $6,630 per month - Memory Care Studio D
d) $4,775 per month- Memory Care Shared D
e) $1,645 per month - AL Shared or Companion Fee D

### B. Supplemental. Additional Fees and Security Deposit

*A* Supplemental, Additional fee is a fee for service, care, or amenities that is in addition to those fees included in the Basic Rate. *A* Supplemental fee must be at a Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (See Section III. E). Any charges by the Operator, whether a part of the Basic Rate, Supplemental, or Additional fees, shall be made only for services and supplies that are actually supplied to the Resident.

Also resident recreational programming and entertainment which is not part of the in-house recreation program such as outside concerts or theatrical events, boat trips, or outside dinner events will incur an additional charge.

Upon admission, a security deposit is collected which is equal to one months rent. These funds will be utilized if the apartment/room has extensive wear or damage. If there is normal wear, the security deposit will be refunded in full after the discharge. The resident or Responsible Party, if any, shall have the right to contest that there has been damages or that such sums are actually due under this Agreement, and that in the event of such dispute, no charges shall be imposed unless ordered by a court of jurisdiction, or unless otherwise agreed by the parties.

c). In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

**F. Bed Reservation**

The Operator agrees to reserve a residential space as specified in Section I.A.in the event of Your absence. The charge for this reservation is: (select one [X])

a) $5,660 per month - 1 Bedroom D or $186.08 per day
b) $6,045 per month - 2 Bedroom Dor $198.74 per day
c) $6,630 per month- Memory Care Studio Dor $217.97 per day
d) $4,775 per month- Memory Care Shared Dor $156.99 per day
e) $1,645 per month - Shared or Companion Fee Dor $54.08 per day

In the event that the apartment is reserved for a partial month the total of the daily rate for a one-month period or pro-rated rent will not exceed the established monthly rates noted above. The resident or responsible party may elect to reserve the apartment for an indefinite period of time assuming payments continue in the amount of the monthly rates noted above. *A* provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with a thirty day written notice or if moving to a higher level of care billing discontinues on the day the apartment is emptied of personal belongings and no 30 day notice is required.

**IV. Refund/Return of Resident Monies and Property**

Upon termination of this agreement or at the time of Your discharge, and in no case more than three business days after You leave the residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and any personal allowance accounts.

The Operator must also return at the time of Your discharge, and in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on a per diem basis any advance payment(s) which You have made. If You die, the Operator must turnover Your property to the legally authorized representative of Your Estate. If You die without a Will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of Monroe County order to determine what should be done with property of Your Estate.

## V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given to be transferred.
Such listing is attached as Attachment 8 and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

## VI. Property or items of value held in the Operator's custody for You.

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Attachment 9 of this Agreement.

## VII. Fiduciary Responsibility

If the Operator assumes management responsibility over Your funds, the Operator shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for You by the Operator shall be Your property.

## VIII. Tipping

The Operator must not accept, nor allow Residence staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

## IX. Personal Allowance Accounts

The Operator currently does not accept SSI residents; however personal allowance accounts are a service provided by Seabury Woods. These accounts are accessible Monday-Friday from 8:30 am to 4:30 pm and the times for access are posted in the Main Lobby by the elevator. Your funds are accessible by seeing the receptionist in the Main Lobby or the Executive Director.

You will receive a quarterly statement for all activity in the period, and will be required to sign a receipt for all deposits and withdrawals. Your statements will be issued in January, April, July, and October. Checks for deposit can be made payable to ***Seabury Woods Resident Fund Account.*** If interest is accrued this will be distributed to your account.

Should you elect to have a personal allowance account please sign Attachment 15 of this agreement. Please select the option indicating that you are not an SSI or Home Relief recipient but do authorize the operator to start a personal allowance account.

Seabury Woods also offers a check cashing service for no additional fee; this is also available Monday- Friday from 8:30 am to 4:30 pm.

## X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.

2. The Operator shall conduct a pre-admission evaluation of a prospective resident to determine whether or not the individual is appropriate for admission.

3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to the Residence, and that the Operator is able to meet your care needs within the scope of services authorized under the law and such needs identified in your Individualized Services Plan.

4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has an apartment available, and is able and willing to meet Your needs in such apartment, You may be eligible for residency in such Enhanced Assisted Living Unit.

# Attachment #7 - Rate or Fee Schedule

*There are no additional fees or tiered fee for service payments, the monthly fee is all inclusive for all services provided.

| Monthly Fees Enriched Living **2024** | | | |
|---|---|---|---|
| One Bedroom | Model A | $5,660.00 | Assisted Living Res. |
| One Bedroom | Model B | $5,660.00 | Assisted Living Res. |
| Two Bedroom | Model C | $6,045.00 | Assisted Living Res. |
| Second Person Fee | Model A, B, C (all units with secondary person) | $1,645.00 | Assisted Living Res. |
| Monthly Fees for Memory Care 2024 | | | |
| Studio | Model D | $6,630.00 | Special Needs ALR |
| Studio | Model E | $6,630.00 | Special Needs ALR |
| Studio (Semi-Private) | Model F | $4,775.00 | Special Needs ALR |

# Attachment #14-Legal and Advocacy Agencies in Monroe County

1. Monroe County Dept. of Social Services
   111 Westfall Rd.
   Rochester, N.Y. 14620
   (585) 753-6000

2. Monroe Co. Long Term Care Ombudsman Program
   Lifespan at Lac DeVille Plaza
   1900 South Clinton Ave.
   Rochester, N.Y. 14618
   (585) 244-8400

3. NYS Division of Human Rights ( Rochester Office)
   One Monroe Square
   295 Monroe Ave.
   Rochester, N.Y.14607
   (585) 238-8250

4. Legal Aid Society of Rochester, N.Y., Inc.
   65 Broad St.
   Rochester, N.Y. 14614
   (585) 232-4090

5. Volunteer Legal Services Project of Monroe County, Inc.
   87 North Clinton Ave.
   Rochester, N.Y. 14604
   (585) 232-3051

6. Legal Services Network for Aging
   c/o Family Service of Rochester
   30 North Clinton Ave.
   Rochester, N.Y. 14604
   (585) 232-1840

7. Monroe County Legal Assistance Corporation
   87 North Clinton Ave.
   Rochester, N.Y. 14604
   (585) 325-2520

8. Co-ordinating Group on Developmental Disabilities, Inc.
   36 West Main Street, Suite 490
   Rochester, N.Y. 14614
   (585) 546-1700

**IV. Rates**

***Effective as of the date of this agreement your new housing rate will be:***

- $6,630 per month - Memory Care Studio D
- $4,775 per month- Memory Care Shared D

***These rates are effective through December 3P[1], 2024.***

**V. Addendum Agreement Authorization.**

We, the undersigned, have read this 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)*