



**EPISCOPAL CHURCH HOME & AFFILIATES
LIFE CARE COMMUNITY, INC.**



**OXFORD VILLAGE SKILLED NURSING
ADMISSION AGREEMENT**

AGREEMENT made this _____ day of _____, _____, between
Episcopal Church Home & Affiliates Life Care Community, Inc. (hereinafter referred to as
“Facility”) and _____ (hereinafter referred to
as “Resident”), now or formally residing at _____
and _____ (hereinafter referred to as “Financial
Representative”) and residing at _____.

The following definitions shall apply to this Notice:

1. Financial Representative
The financial representative is an individual who has legal access to a resident’s income or resources available to pay for facility care and who signs this Agreement, thereby agreeing to provide payment to Facility from the resident’s income or resources;
2. Designated Care Plan Representative
The designated care plan representative is a family member or someone appointed by the resident or his/her family to act as a contact person for receiving information regarding the health and welfare of a resident. This representative will also share the information with other family members and communicate family concerns to the interdisciplinary care planning team. For purposes of this Notice, the term “Designated Care Plan Representative” shall have the same meaning as the term “Designated Representative,” as defined by 10 N.Y.C.R.R. § 415.2 (f).

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The facility hereby accepts the above named applicant for residence in the facility. The duration of this contract shall be in accord with the terms and conditions herein stated. **IN THE EVENT IT SHALL BE DETERMINED THAT THERE IS ANY CONFLICT BETWEEN THE LIFECARE RESIDENCY AGREEMENT AND THE SKILLED NURSING FACILITY ADMISSION AGREEMENT, THE LIFECARE RESIDENCY AGREEMENT SHALL CONTROL.**

2. The scheduled daily rate as of the date of this agreement is \$ 528.00 a day for a private room, subject to change in accordance with the terms hereinafter set forth. The resident and/or financial representative agrees to pay in advance the monthly charge to the facility on or before the 5th day of each month. An interest charge of 1.25% per month (15% per annum) is added on balances due after the 5th of the month. Late charges will not be assessed on payments made for or on behalf of the resident by a local, state or federal agency under the Medicare or Medicaid Program.

The basic Medicaid, Medicare, and Private daily rate includes:

- a. Lodging, board, therapeutic or modified diets, as prescribed by a physician;
- b. 24-hour per day nursing care;
- c. The use of all everyday stocked equipment and medical supplies, including, but not limited to, hypodermic needles and syringes, irrigation outfits, dressings, pads, and so forth;
- d. Fresh linen as required, changed at least twice weekly, including sufficient quantities of necessary bed linen or appropriate substitutes changed as often as required for incontinent residents;
- e. Hospital gowns or pajamas as clinically indicated unless resident or designated representative elects to furnish same;
- f. Laundry services for the above and other launderable personal clothing items, but not including dry cleaning services as may be required for some garments;
- g. General household medicine cabinet supplies, including but not limited to non-prescription medications, materials for routine skin care, oral hygiene, care of hair and so forth, except when specific items are medically indicated and prescribed for exclusive use for a specific resident;
- h. Assistance and/or supervision, when required, with activities of daily living, including but not limited to toileting, bathing, feeding and ambulation assistance;
- i. Services, in the daily performance of their assigned duties, by members of the facility staff who are concerned with residents' care;
- j. The training (except physical therapy and occupational therapy) and use of supportive equipment such as walkers, canes, and wheelchairs unless such items are medically indicated and prescribed by a physician for exclusive use by a specific resident;
- k. Schedule programs of entertainment, recreational activities, creative leisure time and resident activities, and necessary materials and supplies for such programs and activities;
- l. Social Services, as needed;
- m. Arrangements for opportunities for religious worship and counseling for residents requesting such services;
- n. Dental Services provided by a dentist contracted with the facility. These services will be limited to examination, radiographs, oral hygiene instruction, oral prophylaxis, scaling, repair of dentures, identification of dentures, restorations, and extractions within the limits of general practice. New dentures will be fabricated when indicated, but at the rate of no more than one (1) set of dentures per resident per four (4) years;

- o. Kosher food or food products prepared in accordance with the Hebrew Orthodox religion requirements when the resident, as a matter of religious belief, desires to observe Jewish dietary law;
- p. Arrangements for other services as required for the health, services as required for the health, safety, proper care and treatment of residents.

The scheduled rate does not include:

- a. Ambulance or transportation services;
- b. Private physician services and/or consultation fees;
- c. Medication (except for limited types noted above);
- d. Physical therapy, occupational therapy and speech therapy (except Medicare residents, as prescribed by a physician (as set forth in the attached billing schedule (attachment A));
- e. Audiology, podiatry and ophthalmology;
- f. Dentistry services beyond those services identified above;
- g. Private duty nurses, aides and/or companions;
- h. Electrocardiograph, x-ray, or laboratory tests or professional fees for same;
- i. Dentures in excess of one (1) set every four (4) years, eyeglasses, contact lenses, hearing aids, or similar personal items;
- j. Special nursing or personal care supplies not considered routine;
- k. Beauty parlor or barbershop fees;
- l. Personal dry cleaning;
- m. Telephone, private television or newspapers;
- n. Supportive equipment such as walkers, canes, and wheelchairs when these are prescribed by a physician for the regular and sole use of a specific resident;
- o. Ambulatory and outpatient surgery together with laboratory work and tests associated therewith; laboratory work and testing required by staff or private physicians not provided for by the facility; and medical testing, such as CAT scans, required by staff or private physicians not provided for by the facility.

Charges for items not included are paid either directly to the facility or in directly to the vendor providing the service. Payments due to the Facility are due on or before the 5th day of the month following the month incurred. An interest charge of 1.25% per month (15% annum) is added to the following month balance due if late payment occurs. Late charges will not be assessed on payments made herein for or on behalf of the resident by local, state, or federal agency under the Medicare or Medicaid Program.

- 3. Upon execution of this agreement, a deposit equal to one month's service fee of the apartment type reserved shall be paid. This amount is \$_____. This payment includes an advanced payment for the first full month of service.
- 4. At the start of the first full month of occupancy, the resident shall be billed a prorated amount for the number of days previously spent in the Village prior to this new month. The billing for the second full month and all months thereafter will be a full monthly service fee for the designated Level of Care. Operator shall accept only cash via wire

transfer or a check as payment. The full monthly fee shall be billed to resident in advance at the end of each month and is due by the 5th day of the following month.

5. Facility will assess no additional charges, expenses other financial liabilities for provided services, except:
 - a. Upon express written approval and the authority of the resident or financial representative;
 - b. Upon express written orders of the resident's personal, alternate or staff physician stipulating specific services and supplies not included as basic services;
 - c. Upon a minimum of sixty (60) days written notice to the resident or financial representative of additional charges, expenses or other financial liabilities due to the increased cost of maintenance and operation of Facility. This notice pertains to charges not covered by the Life Care contract;
 - d. In the event of a health emergency involving the resident and requiring immediate and special services and supplies, furnished during the period of emergency.

6. Facility will not charge a Medicare or Medicaid resident during a Medicare/Medicaid covered stay for the following items and services:
 - a. Nursing services and specialized rehabilitative services, excluding private duty nursing care;
 - b. Dietary services;
 - c. Activities program;
 - d. Room/bed maintenance services;
 - e. Routine personal hygiene items and services.

With respect to Medicare and Medicaid residents, Facility shall not impose a charge against the resident's personal funds for any item or service for which payment is made under Medicare and Medicaid (Except for applicable deductible and co-insurance amounts).

7. Facility may charge the resident for requested services that are more expensive or in excess of covered services. Specific items and services for which Facility may charge the patient's funds, if requested by the resident and payment is not made by Medicare or Medicaid, include but are not limited to the following:
 - a. Telephone;
 - b. Television/radio for personal use;
 - c. Personal comfort items including novelties, and confections;
 - d. Cosmetic and grooming items and services;
 - e. Personal clothing;
 - f. Personal reading matter;
 - g. Gifts purchased on behalf of the resident;

- h. Flowers and plants;
 - i. Social events and entertainment offered off the premises and outside the scope of the activities program as required by applicable Department of Health Regulations;
 - j. Non-covered special care services such as private duty nurses;
 - k. Specifically prepared or alternate food requested instead of the food generally prepared by Facility when the requested food costs more than the food prepared for other residents, except kosher foods.
8. The resident and/or designated care plan representative agrees in accordance with the regulations of the Department of Health to permit Facility to conduct a comprehensive assessment of the resident no later than fourteen (14) consecutive calendar days after the date of admission, promptly after a significant change in patient's physical, mental or psychosocial status and not less often than twelve (12) months thereafter. The resident and/or designated care plan representative agree in accordance with the regulations of the Department of Health to permit Facility to conduct an initial screening of the oral health status of the resident within forty-eight (48) hours of admission and shall further permit Facility to conduct an oral examination of the resident by a dentist no later than fourteen (14) consecutive calendar days after the date of admission and no less often than annually thereafter.
9. The resident and/or designated care plan representative, in accordance with the regulations of the Department of Health, agrees to have a physician visit the resident whenever the resident's medical condition warrants medical attention and at regular intervals no less often than once every thirty (30) days for the first ninety (90) day after admission, and at least once every sixty (60) days thereafter. The resident or his/her designated care plan representative further agrees that, at the option of the physician and Facility, scheduled physician visits after the initial visit may alternate between the attending physician and a registered physician's assistant or nurse practitioner. Facility is authorized by the resident or his/her designated care plan representative to assign a physician to conduct such patient visits in order to meet facility requirements under the regulations of the Department of Health when the resident's attending physician or his designee is unavailable.
10. The resident may use the services of medical physicians on the staff of Facility or may retain his/her own physician, provided the latter (or his designee, in the absence of said physician) meets the requirements of facility medical staff and agrees to abide by the rules and regulations of facility medical staff.
11. In the event a resident is absent from Facility for a period of time, by reason of illness or other cause, the resident's accommodations will be held available provided Facility continues to receive payment of the scheduled rate for said accommodations. If the resident is receiving Medicaid, said resident's room will be held in accordance with State and Federal laws and regulations. If a Medicaid resident's hospitalizations or therapeutic leaves exceed the bed hold period prescribed by state and federal law, Facility shall

readmit the resident to facility immediately upon the first availability of a bed if the resident:

- a. Requires the services provided by facility; and
- b. Is eligible for Medicaid nursing home services.

12. If the resident leaves Facility as a result of a transfer or discharge for reasons beyond the control of the resident or his/her designated care plan representative, any and all monies and/or property transferred and paid over by him/her to Facility in excess of the amount of proportion thereof obligated for services already furnished shall be returned to the resident or his/her financial representative, whichever is applicable. If the resident's transfer or discharge is for reasons within his/her control, or that of his/her designated care plan representative, Facility shall retain from any prepayment made for or on behalf of the resident an amount not in excess of one day's basic rate in addition to any amount obligated for services already furnished.
13. In the event the resident dies, Facility will endeavor to notify a member or members of his/her family and/or the designated representative, and it is expected that the family will promptly provide for and bear the expense of the resident's burial. In the event of the resident's death, any of the resident's funds held by Facility shall be returned to the individual appointed by an appropriate Surrogate's Court to administer the resident's estate. If Facility is not notified within thirty (30) days of the resident's death by the appointed personal representative of the resident's estate, Facility shall transfer all funds of the resident to the Chief Fiscal Officer of the resident's county of residence prior to admission, or to an appropriate Public Administrator, whichever is applicable.
14. Within twenty-four (24) hours after the resident's death or discharge, the resident's next of kin or designated care plan representative must remove all of the resident's clothing and other personal items from the Facility. Facility will charge the scheduled daily private pay rate until all personal items are removed from the resident's room. Upon request, Facility is not responsible for loss or damage of personal items during removal or storage. Any personal items not claimed within thirty (30) days after death or discharge will be discarded by Facility and it is expressly acknowledged and agreed that Facility shall not incur liability for such disposal of unclaimed items.
15. Facility shall have the right to transfer or discharge the resident when the resident's interdisciplinary care team in consultation with the resident and designated representative, determine that:
 - a. The transfer or discharge is necessary for the resident's welfare and the resident's welfare and the resident's needs cannot be met after reasonable attempts at accommodation in the facility;
 - b. Transfer or discharge is appropriate because the resident's health has improved sufficiently so the resident no longer needs the services provided by the facility;

- c. The health or safety of individuals in the facility would otherwise be endangered and the risk to others is more than theoretical and all reasonable alternatives to transfer or discharge have been explored and have failed to safely address the problem.
16. Facility shall also have the right to transfer or discharge the resident when the resident has failed, after reasonable and appropriate notice, to pay for (or have paid under Medicare, Medicaid or third party insurance) a stay at the facility, provided the charge in questions is not in dispute, no appeal or denial of benefits is pending, or funds for the payment are actually available and the resident refuses to cooperate with the facility in obtaining those funds.
17. Facility shall provide the resident and his/her designated care plan representative at least thirty (30) days prior written notice of a transfer or discharge, except that such notice shall be given as soon as practicable before transfer or discharge under the following circumstances:
- a. The safety of individuals in the facility would be endangered;
 - b. The health of individuals in the facility would be endangered;
 - c. The resident's health has improved sufficiently to allow a more immediate transfer or discharge;
 - d. An immediate transfer or discharge is required by the resident's urgent medical needs, provided that such urgent medical needs are the result of a medical emergency. A transfer to a hospital may be made without prior notice;
 - e. The transfer or discharge is being made in compliance with a request by the resident and/or designated care plan representative.
18. If the resident, during an annual assessment, is screened as mentally impaired or mentally retarded and the Commissioner of Health or his/her designee determines that the resident is no longer suitable for nursing home services, the resident shall be transferred or discharged to an appropriate facility. Facility will provide notice of such transfer or discharge in accordance with the provisions contained in the preceding paragraph.
19. Notwithstanding any other term or condition herein, in the event the resident shall be infected with a communicable disease, unless the resident's attending physician certifies in writing that transmutability is negligible and poses no danger to other residents of the facility or the facility is staffed and equipped to manage such disease without endangering the health of other residents, the resident shall be discharged and transferred from the facility to an appropriate facility. Facility will provide to the resident and his/her designated care plan representative notice as provided for herein. In any event, Facility shall have no liability of any kind arising from such transfer or discharge.
20. Facility shall have the right, upon thirty (30) days prior written notice to the resident and his/her designated care plan representative, to make an administrative room transfer within the facility. Such thirty (30) days notice will not be required under the following circumstances:

- a. The resident has requested or agreed to the change;
- b. The medical condition of the resident requires a more immediate change; or
- c. An emergency situation develops.

Under such circumstances, Facility will endeavor to give the resident and designated care plan representative prompt prior notice of such room change.

21. In the event the resident requires medical or surgical care which Facility is unable to provide, the resident agrees to be transferred to a general or special hospital for such surgical or medical care at the expense of the resident and/or financial representative. Facility will endeavor to give prior notice of such transfer to the resident's next of kin or designated care plan representative when feasible, but such transfer may be without notice, in cases of emergency.
22. The resident, and/or designated care plan representative is given personal copies of facility resident's bill of rights and facility supplementary admission information. These publications explain the resident's bill of rights and responsibilities and serve as guidelines for residing at Facility. The resident agrees to adhere to the rules and regulations of Facility.
23. THE RESIDENT HAS BEEN DULY ADVISED THAT IN COMPLIANCE WITH ALL FEDERAL AND STATE CIVIL RIGHTS LAWS AND REGULATIONS, OXFORD VILLAGE DOES NOT DISCRIMINATE BASED ON AGE, RACE, RELIGION, CREED, COLOR, NATIONAL ORIGIN, HANDICP/DISABILITY, BLINDNESS, SEX, SEXUAL PREFERENCE, MARITAL STATUS OR SPONSOR IN THE ADMISSION, RETENTION AND CARE OF ITS RESIDENTS. OXFORD VILLAGE TREATS ALL PROSPECTS AND RESIDENTS ON THIS NON-DISCRIMINATORY BASIS.

An applicant will be considered for admission to Oxford Village based on pre-admission screening and Oxford Village's ability to adequately and appropriately care for that individual. Every application will be considered in light of the particular data and circumstances presented, including the applicant's medical, psychological, and financial needs and Oxford Village's ability to meet those needs. Misrepresentation of any material facts may be grounds for denial of admission and/or termination of the Residency Agreement.

24. Facility has a Grievance Complaint Procedure in the event a resident, family member or designated care plan representative wishes to file a complaint about the services provided by Facility or its staff. This procedure has been developed in order to help residents, family members and/or designated care plan representatives bring a problem to the attention of staff so that the grievance can be resolved in an appropriate manner.
25. Facility assumes no financial obligations arising out of the death of a resident. All funeral expenses are to be paid from the estate of the resident or by relatives legally

responsible therefore or by funds made available by law, unless the resident has made specific prior arrangements with the facility.

26. The resident authorizes funeral arrangements to be made by Facility on his/her behalf if there is no family or next of kin, or if no funeral arrangements are made within 24 hours of death. The expenses for same shall be paid by the estate of the resident or from funds made available by law for that purpose, without any further liability by Facility for the exercise of such authority.
27. Facility will not be liable for the loss of any personal property by the resident during the term of his/her residency at Facility unless said loss is caused by the negligence of Facility staff or in violation of the Public Health law by Facility staff.
28. When so requested in writing, Facility shall provide a service of holding monies for incidental expenses. Resident may obtain these funds from the administrative office of the facility during designated hours. The facility will provide statements of all deposits and withdrawals to include interest applied at least quarterly.
29. Facility shall not be liable or responsible for injuries to residents or damage to the resident's personal property unless the negligence of Facility or a violation of the Public Health Law causes such injury or damage by Facility.
30. The resident, other than Medicare and Medicaid residents, agrees to pay the specified rate for as long as personal funds allow. When such resident becomes eligible for medical assistance, such resident and/or financial representative agrees to apply immediately for medical assistance. The resident is obligated to pay the basic daily rate up to the time the resident is determined eligible for medical assistance by a local, state, or federal agency. In the event of retroactive payment by Medicaid, the facility agrees to reimburse the resident or financial representative the difference between the basic daily rate paid to the Facility and the Medicaid rate from the date established for commencement of Medicaid eligibility, to the date of the Medicaid determination, less NAMI monies required to be paid to Facility.
31. The Medicaid resident and/or financial representative agree that any monies or funds that are listed in the County Department of Social Services, or City of New York Human Resources Administration's budget letter (NAMI monies) required to be turned over to Facility for payment to Facility for care rendered to the resident will be promptly paid to the facility. The resident and/or financial representative hereby acknowledges that these funds are to be used to pay for the care of the resident at the facility and that Facility is entitled to the prompt payment of said money or funds. The resident and/or financial representative agrees to be personally liable to Facility if at any time he/she fails to turn over the NAMI monies to Facility. An interest charge of 1.25% per month (15% per annum) is added on payments of NAMI monies received after the 5th day of the month in which said monies are due to Facility.

32. The resident and/or financial representative agrees to provide periodic financial disclosure as requested to the facility.
33. In the event Facility is required to engage in legal counsel to collect the basic daily charge, NAMI monies or other charges imposed herein from the resident or financial representative, the resident and/or financial representative agrees to pay Facility attorney fees, together with any and all costs incurred in the institution of any legal action to collect such charges.
34. The resident and/or financial representative authorizes Facility to photograph the resident and to utilize said photo for purposes of identification in the administration of medication and medical treatments, and other care as deemed appropriate.
35. This contract is the entire agreement between the parties, and it may not be changed or modified orally. The agreement shall be binding on heirs, executors, administrators, distributes, successors and assigns of the parties hereto.

In witness whereof, the parties have executed this agreement on the date written above.

Date

Signature of Resident
and/or

Date

Financial Representative or Responsible Party

Date

Facility Representative

Title