



## **ADMISSION AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, between Samaritan Summit Village, hereinafter referred to as “Samaritan” or “Facility” and \_\_\_\_\_ hereinafter referred to as “Resident” and \_\_\_\_\_ hereinafter referred to as “Designated Representative.”

**Welcome!** We hope that your stay with us will be as pleasant and comfortable as possible. In order to achieve this, we enter into this Agreement with the commitment that we will work with you and your representatives so that this may become your home. Please direct any questions you may have about this Agreement to the SSV Admissions Department, and we will provide you with the additional information that you need.

1.0 Resident Agreement and Term: Samaritan hereby accepts the Resident for residence. The duration of this contract shall be in accord with the terms and conditions herein stated.

2.0 Designated Representative: The Resident may designate an individual, including a spouse, family member, or non-family member to act as the Designated Representative. The Designated Representative will be asked to sign this Agreement. By signing this Agreement, the Designated Representative agrees to assist the Resident in certain specified ways to meet his/her obligations under this Agreement. If the Designated Representative has legal access to the Resident’s funds, the Designated Representative agrees to use such Resident’s funds to pay for the care and services provided by Samaritan. Provided, however, the Designated Representative is not personally liable under this Agreement, including for the payment of services rendered to Resident. For purposes of this Agreement, Resident’s funds, include without limitation, Resident income payments such as social security and pension payments, bank accounts, resources and other financial assets.

3.0 Rates and Payment Terms: Effective January 1, 2025, the rates will be as follows:

3.1 Private Pay: The “basic” or Private Pay Daily Rate is the charge for a private pay Resident who is not receiving Medicare and/or Medicaid and/or other private insurance benefits. However, even in the event the Resident is entitled to Medicare and/or Medicaid and/or other private insurance benefits, it is the Resident who is ultimately responsible for payment of services and the Designated Representative with legal access to the Resident’s funds, is responsible to make such funds available to pay for the services rendered to the Resident.

The Resident agrees that at the time of admission, the Resident will deposit with Samaritan the sum equivalent to one (1) month of the current daily rate, such sum representing the Resident’s security deposit. Such security deposit shall be held in a separate interest bearing account. Samaritan shall have the sole discretion as to the type and nature of account in which the security deposit is held. The term “separate interest bearing account” means an account maintained by Samaritan separate and distinct from its general or other special accounts. Separate interest bearing account does not mean that Samaritan is obligated to hold each Resident’s security deposit in a separate account for said Resident. Samaritan maintains the right to use a Resident’s security

deposit for delinquent payment of the monthly basic charge as required herein. If Samaritan is required to use all or a part of the Resident's security deposit for payment of delinquent charges, the Resident agrees to deposit with Samaritan additional funds to replenish said Resident's security deposit to a sum equivalent to one (1) month of the monthly basic charge at the time said payment is made upon written notice to the Resident or Designated Representative.

**SKILLED NURSING:**

Private Room (per day) \$468.00

Semi-Private Room (per day) \$446.00

*\*\*There is also a 6.8% New York State Assessment Fee required for Skilled Nursing Facilities.*

For SKILLED NURSING (*private pay only*).

\_\_\_\_\_ I am requesting a private room. I acknowledge the room difference is \$22.00 per day between semi-private and private. I agree to pay the additional charge.

\_\_\_\_\_ I am not requesting a private room. If admitted to a private room, I request to be transferred to the next available semi-private room. I do not agree to pay the additional charge.

Payment of the monthly charge will be made on a monthly basis in advance, on or before the 10<sup>th</sup> day of each month.

On an annual basis, effective as of the first day of each year, the Facility may increase the Private Pay Daily Rates set forth above, upon at least thirty (30) days prior written notice to the Resident and/or Designated Representative. In addition, the Facility may increase the Private Pay Daily Rates, at any time, upon no less than thirty (30) days prior written notice, in the event of unanticipated increased costs of maintenance and/or operations.

3.2 Medicare: The Facility does not require a security deposit or other advance payment upon admission of residents eligible for Medicare reimbursement for the services provided. If the Resident meets established criteria and is eligible for Medicare coverage, the appropriate charges will be billed directly to Medicare and the Resident and/or Designated Representative, from the Resident's funds to which the Designated Representative has legal access, agrees to pay for any co-payments, which are **\$209.50 per day** for 2025 (unless the Resident has a third-party insurance policy which pays the co-payment).

When the Resident remains in the Facility after termination of the Resident's Medicare coverage for services, the Resident and/or Designated Representative with legal access to the Resident's funds, shall pay the then current Private Pay Daily Rate until discharge and/or another source of payment becomes available. The Resident and/or Designated Representative, if applicable, shall pay the security deposit in the amount of one (1) month at the applicable Private Pay Daily Rate upon termination of Medicare reimbursement, unless payment from Medicaid is received. Resident and/or Designated Representative with legal access to Resident's funds, will also pay for charges billed by Samaritan in accordance with Section 4.

The Designated Representative with legal access to the Resident's funds agrees to timely arrange for payment from the Resident's funds for services provided by Samaritan pursuant to this Agreement that are not covered by third party payors, including Medicare or Medicaid.

The Designated Representative is not personally liable for or otherwise obligated to pay for the cost of the Resident's care from the Designated Representative's own funds. The Designated Representative is not a guarantor of payment for Resident's care. The Resident's spouse may, under certain circumstances, be obligated to pay for the Resident's care, in accordance with applicable law.

Without incurring personal liability, the Designated Representative will make arrangements for the payment of the Resident's payment obligations under this Agreement from those Resident funds to which the Designated Representative has legal access.

The Resident, other than Medicare and Medicaid Residents, agrees to pay the designated rate for as long as personal funds will allow. Unless continuing to pay privately, when such Resident becomes eligible for Medicaid, such Resident and/or Designated Representative agree to apply immediately for Medicaid. The Resident and/or Designated Representative with legal access to Resident funds is obligated to pay the basic daily rate from Resident's funds up to the time the Resident is determined eligible for Medicaid. In the event of retroactive payment by Medicaid, Samaritan agrees to reimburse the Resident the difference between the basic daily rate paid to Samaritan and the Medicaid rate from the date established for commencement of Medicaid eligibility to the date of the Medicaid determination, less the DSS determination of the Resident's share (NAMI monies) required to be paid to Samaritan. The Resident is personally liable to Samaritan if at any time he/she or the Designated Representative fail to turn over NAMI funds to Samaritan.

3.3 Medicaid: The Facility does not require a security deposit or other advance payment upon admission from residents currently receiving Medicaid benefits. The daily Medicaid rate is accepted by the Facility as full payment for all charges by the Facility. On admission and on a monthly basis thereafter, the Resident who is a Medicaid recipient, and his/her legal representative, or Designated Representative with legal access to Resident's funds, shall pay to, or otherwise arrange to have paid to the Facility, the net available monthly income or "NAMI" amount determined by the local Department of Social Services ("DSS") and set forth on the LDSS-4022 form. The Resident and/or Designated Representative shall advise the Facility upon admission of the receipt of/or application for Medicaid. Unless privately paying, the Resident and/or Designated Representative shall make application for Medicaid to the DSS when eligible and fully cooperate in the application process. During the pendency of the Medicaid application (after submission of the Medicaid application and before a decision on the Medicaid application is rendered), the Resident and/or the Designated Representative with legal access to the Resident's funds, must remit to the Facility, every month, the Resident's estimated NAMI (i.e. the amount equals to the Resident's gross monthly income minus Medicare Part B etc. if applicable and minus \$50.00 for personal needs), starting upon submission of the Medicaid application, and on a monthly basis thereafter. The Resident is personally liable to Samaritan if at any time he/she or the Designated Representative fail to turn over NAMI funds to Samaritan.

4.0 Basic Services: Samaritan agrees to provide the following services:

- a. Board, including therapeutic or modified diets, as prescribed by a physician;
- b. Lodging; a clean, healthful, sheltered environment, properly outfitted;
- c. 24 hours-per-day nursing care;

- d. The use of all equipment, medical supplies and modalities, notwithstanding the quantity usually used in the everyday care of nursing home residents, including but not limited to catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads, and so forth;
- e. Fresh bed 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;
- f. Hospital gowns or pajamas as required by the clinical condition of the resident, unless the resident, next of kin or sponsor elects to furnish them, and laundry services for these and other launderable personal clothing items;
- 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 exceptional 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 nursing home staff concerned with resident care;
- j. Use of customarily stocked equipment, including but not limited to crutches, walkers, wheelchairs or other supportive equipment, including training in their use when necessary, unless such item is prescribed by a physician for regular and sole use-by a specific resident;
- k. Activities program, including but not limited to a planned schedule of recreational, motivational, social and other activities, together with the necessary materials and supplies to make the resident's life more meaningful;
- l. Social services as needed;
- m. Physical therapy, on either a staff or fee-for-service basis, as prescribed by a physician, administered by or under the direct supervision of a licensed and currently registered physical therapist;
- n. Occupational therapy, on either a staff or fee-for-service basis, as prescribed by a physician, administered by or under the supervision of a qualified occupational therapist;
- o. Speech pathology services, on either a staff or fee-for-service basis, as prescribed by a physician, administered by a qualified speech pathologist;
- p. Audiology services, on either a staff or fee-for-service basis, as prescribed by a physician, administered by a qualified audiologist; and
- q. Dental services, on either a staff or fee-for-service basis, as administered by or under either the personal or general supervision of a licensed and currently registered dentist.

4.1 Additional Charges: For Private Pay Residents' Samaritan will assess no additional charges, expenses or other financial liabilities in excess of the basic daily rate for services covered by said basic daily rate, except:

a. Upon express written orders of the Resident's personal, alternate or staff physician stipulating specific services and supplies not included as basic services;

4.2 With respect to Medicare and Medicaid Residents, Samaritan 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).

4.3 Samaritan may charge the Resident for requested services that are more expensive or in excess of covered services, as determined by Medicare or Medicaid. Specific items and services Samaritan may charge the Resident's funds for are outlined in the Services and Policies Booklet, if said services are requested by the Resident and payment is not made by Medicare or Medicaid.

## 5.0 Resident Obligations:

5.1 Clinical Care: The Resident or his/her Designated Representative agree, in accordance with the regulations of the Department of Health, to permit Samaritan to conduct a comprehensive assessment of the Resident no later than fourteen (14) consecutive days after the date of admission, promptly after a significant change in the Resident's physical, mental or psychosocial status and no less often than twelve (12) months thereafter.

5.2 The Resident or his/her Designated Representative agree, in accordance with the regulations of the Department of Health, to permit Samaritan or Samaritan's dental consultant to conduct an initial screening of the oral health status of the Resident following admission and shall further permit Samaritan to conduct an oral examination annually thereafter.

5.3 The Resident, or his/her Designated Representative agree in accordance with the regulations of the Department of Health 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) days after admission, and at least once every sixty (60) days thereafter. The Resident or his/her Designated Representative further agree, at the option of the physician and Samaritan, that scheduled physician visits after the initial visit may alternate between the attending physician and a registered physician's assistant or nurse practitioner. Samaritan is authorized by the Resident or his/her Designated Representative to assign a physician to conduct such Resident visits in order to meet Samaritan requirements under the regulations of the Department of Health when the Resident's attending physician or his designee is unavailable.

5.4 The Resident may use the services of medical physicians engaged by Samaritan or may, at Resident's option retain his/her own physician, provided the latter (or his/her designee, in the absence of said physician) agrees to be the Resident's physician and is licensed to practice medicine in New York, and further agrees to follow all applicable Federal and State regulations and has been credentialed as a member of the Samaritan medical staff. In the event, Resident's chosen physician fails to meet these applicable requirements or does not consent to be the Resident's physician, Samaritan shall so advise the Resident and discuss alternatives. Further, the Resident agrees that if their personal physician is unavailable the Medical Director or his/her designee is authorized to arrange for the Medical Director or

another physician to visit and treat the Resident when required under the regulations or due to Resident's medical condition.

#### 6.0 Bed holds and Discharges:

6.1 In the event that a Resident is absent from Samaritan for a period of time by reason of illness or other cause, the Resident's accommodations will be held available provided the Resident continues to pay the scheduled rate for said accommodations. If the Resident is receiving Medicaid, said Resident's room will be held in accordance with Samaritan's bed hold policy and State and Federal laws and regulations. If a Medicaid Resident's hospitalizations or therapeutic levels exceed the bed hold period prescribed by State and Federal law, Samaritan shall re-admit the Resident to the first available bed in a semi-private room if the Resident:

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

6.2 If the Resident leaves Samaritan as a result of a transfer or discharge for reasons beyond the control of the Resident or his/her Designated Representative, any and all monies and/or property transferred and paid over by him/her to Samaritan in excess of the amount or proportion thereof obligated for services already finished shall be returned to the Resident or his/her Designated Representative, whichever is applicable. For Residents other than those eligible for Medicaid or Medicare reimbursement whose transfer or discharge is for any reason within his/her control, or that of his/her Designated Representative, Samaritan 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.

6.3 In the event the Resident dies, Samaritan will endeavor to notify a member or members of his/her family and/or Designated Representative, and the family and/or Designated Representative will promptly provide for and bear the expenses of the Resident's burial. In the event of the Resident's death, all funds and personal property shall be returned to the Designated Representative, next of kin or to an individual appointed by an appropriate Surrogate's Court to administer the Resident's estate. All belongings not claimed within six (6) months of the patient's death shall be transferred to the chief fiscal officer of the Resident's County of residence prior to admission or to an appropriate Public Officer under the Abandoned Property Law and section one hundred twenty-eight of the Finance Law.

6.4 Pursuant to Title 10 Part 415 of the New York State Codes, Rules and Regulations, Samaritan shall have the right to transfer or discharge the Resident when the Resident's interdisciplinary care team, in consultation with the Resident and/or Designated Representative, determines that:

- a. The transfer or discharge is necessary for the Resident's welfare and the Resident's needs cannot be met after reasonable attempts at accommodation in the facility;
- b. The 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.

Transfer and discharge shall also be permitted when the Resident has failed, after reasonable and appropriate notice, to pay for (or to have paid under Medicare, Medicaid or third party insurance) a stay at Samaritan, provided the charge in question is not in dispute, no appeal or denial of benefits is pending or funds for payment are actually available and the Resident refuses to cooperate with Samaritan in obtaining those funds.

6.5 Samaritan shall provide the Resident and his/her Designated Representative and family members if known, 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, where 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 Representative.
- f. The discharge is a safe discharge for the Resident in all cases, including when the Resident and/or Designated Representative requested the transfer.

6.6 If the Resident, during an annual assessment, is screened as mentally impaired or developmentally disabled 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. Samaritan will provide notice of such transfer or discharge in accordance with the notice provisions contained in the preceding paragraph.

6.7 Notwithstanding the terms and conditions of paragraphs above, in the event the Resident shall be infected with a communicable disease, unless the Resident's attending physician certifies in writing that transmissibility is negligible and poses no danger to other Residents of Samaritan or Samaritan is staffed and equipped to manage such disease without endangering the health of other Residents, the Resident shall be discharged and transferred from Samaritan to an appropriate facility. Samaritan will provide the Resident and his/her Designated Representative, notice as provided for herein. In an event, Samaritan shall have no liability of any kind arising from such transfer or discharge.

6.8 Samaritan shall have the right to make an administrative room transfer within Samaritan, but will notify the Resident and/or Designated Representative of the change.

6.9 In the event the Resident requires medical or surgical care which Samaritan 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 their insurer. Samaritan will endeavor to give

notice of such transfer to the Resident's next of kin or Designated Representative when feasible, but such transfer may be without notice, in cases of emergency.

7.0 Miscellaneous:

7.1 The Resident and Designated Representative hereby acknowledge the receipt of personal copies of Samaritan Services and Policies Booklet, the Resident's Bill of Rights and this Admission Agreement. These publications explain the Resident's bill of rights and responsibilities and serve as guidelines for residing at Samaritan. The Resident agrees to adhere to the rules and regulations of Samaritan and all subsequent amendments thereto.

7.2 Samaritan has a Grievance Complaint Procedure in the event that a Resident, family member or Designated Representative wishes to file a complaint about the services provided by Samaritan or its staff. This procedure has been developed in order to assist Residents, family members and/or Designated Representatives to bring a problem to the attention of staff so that the grievances can be resolved in an appropriate manner.

7.3 When so requested in writing, Samaritan shall provide a service of holding monies for incidental expenses. Resident may obtain these funds from the appropriate personnel of Samaritan during designated hours.

7.4 Samaritan shall not be liable or responsible for injuries to the Residents or damage to the Resident's personal property unless such injury or damage is caused by the negligence of Samaritan or a violation of the Public Health Law by Samaritan.

7.5 The Resident and/or Designated Representative hereby authorize Samaritan to release medical information and necessary data pertaining to filing insurance documents in the interest of the Resident.

7.6 In the event of non-payment on the Resident's account, if Samaritan engages and retains attorneys to collect and recover monies toward the outstanding balance on the Resident's account, Samaritan is entitled to be reimbursed reasonable attorneys' fees and costs associated with such Samaritan's attorneys' efforts by the Resident.

7.7 This contract represents the entire agreement between the parties, and it may not be changed or modified orally. This agreement shall be binding on heirs, executors, administrators, distributees, successors and assigns or the parties hereto.

7.8 Samaritan and the Resident, next of kin, or Designated Representative agree to the following terms and conditions relating to admission, retention and the provision of services to the Resident by Samaritan. All services are provided in compliance with the New York State Code and Resident Bill of Rights. State and Federal Law prohibits discrimination based on race, creed, color, disability, national origin, sex, age, gender identity or expression, predisposing genetic characteristics, familial status, domestic violence victim status, marital status, or sexual preference.



7.9 Samaritan does not discriminate and does not permit discrimination, including but not limited to, bullying, abuse, harassment, or differential treatment on the basis of actual or perceived sexual orientation, gender identity or expression, HIV status, or based on association with another individual on account of that individual's actual or perceived sexual orientation, gender identity or expression, or HIV status. You may file a complaint with the Office of the New York State Long-Term Care Ombudsman Program if you believe that you have experienced this kind of discrimination at The Office of the New York State Long-Term Care Ombudsman Program, 315-785-8703 ext. 298 or 1-855-582-6769.

7.10 We reserve the right to amend this Admission Agreement as it becomes necessary. Except otherwise required by law or by the provisions of this Admission Agreement, any such amendment shall be made upon prior written notice to you and, if applicable and required by law, your Designated Representative. Notice to your Designated Representative, if required, shall be effective upon mailing such notice by first-class mail to the last known address of your Designated Representative on file with us.

**IN WITNESS WHEREOF**, the parties have executed this agreement on the date written above.

Resident Signature \_\_\_\_\_

Date: \_\_\_\_\_

Print \_\_\_\_\_

**Designated Representative:**

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Print \_\_\_\_\_

**Samaritan Administrator or Designee:**

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Print \_\_\_\_\_