

Admission Agreement

- 1) This Admission Agreement is between Greystone Residential Care and the above named resident. Greystone (referred to as the community) is a licensed as a Residential Care Facility in the state of Kansas and is owned by Wilcox Properties of Iola, LLC. This agreement takes effect on the move-in date listed above and will be in effect for the duration of the resident's occupancy at Greystone. The resident rents from Greystone a residential care apartment with residence specified in the above listed apartment based on the term and conditions set forth in this agreement. Changes in the Admission Agreement will only be made upon thirty (30) days written notice, with the exception of the following:
 - a) When the resident's health status or behavior constitutes a substantial threat to the health or safety of the resident, other residents, staff or others, including when the resident refuses to consent to relocation.
 - b) When an emergency or significant change in the resident's condition results in the need for provision of services that exceed the type or level of services included in the Admission Agreement and the necessary services cannot be safely provided by Greystone Residential Care.

Notice of changes in charges or the Admission Agreement will be set to the person designated by the resident as responsible for payment on the Monthly Apartment Rental Form. All notices provided to Greystone should be provided in writing and shall be delivered to the Executive Director at 2620 N Kentucky St. Iola, KS 66749 via hand delivery or certified mail.

The Admission Agreement may be changed to reflect changes in services, policies and financial arrangements.

- 2) **Use and Occupancy:** Resident(s) shall personally use and occupy the rented residential care apartment only as a private dwelling and shall not be used for any commercial business, professional or trade activities without written approval of Greystone. The apartment shall be used as a residence only by the individual(s) identified above on this agreement. Resident(s) may not sublet or assign any portion of their apartment to someone else. Resident(s) shall not use their apartment for any disorderly or unlawful purposes or in a manner determined by the owner to be undesirable or offensive.

Visitors are welcome, but no visitor shall stay more than 7 nights in a row, or more than 14 nights total in any calendar year unless special permission is obtained from Management. If Management allows visitors to stay beyond the above listed limits the resident agrees to pay applicable additional fees related to the occupancy of the apartment by a Second Person as specified in the marketing materials for Greystone and as allowed by Medicaid HCBS for those residents receiving HCBS services.

- 3) **Deposit:** A \$250 deposit holds the resident apartment as outlined by the Deposit Receipt. Upon admission to Greystone, the resident's first month's rent, level of care charges, and other

Resident's Name: _____

applicable fees as outlined in the Monthly Apartment Rental Form. At the time of admission the \$250 deposit will be held as a refundable damage deposit. A resident may have their spouse/partner occupy an apartment with them for an additional charge of \$ _____, plus any additional level of care charges.

Medicaid/HCBS approved residents are not required to pay a damage deposit upon admission. Residents receiving Medicaid/HCBS services may occupy their apartment with their spouse/partner as allowed by the HCBS plan of care.

Without obligation to do so, Greystone may apply all or part of the Damage Deposit to any unpaid rent or other charges due from the resident or to cure any other defaults of the resident. No interest shall be paid on the Damage Deposit and the Damage Deposit may not be used in lieu of paying rent.

- 4) Fees and Charges: Resident's monthly rent is based on the type of apartment they select and the level of care that they require. See the Monthly Apartment Rental form for specific monthly rental rate information. For a list of services provided at each level of care see the level of care worksheet.

Included in the monthly rent for all levels of care are most activities and outings, utilities (including gas, water, electricity and cable television), three meals a day, medical alert system access to the community common areas for general use, transportation (as outlined in the Monthly Apartment Rental form) and weekly housekeeping. Medication (prescription and over the counter), personal hygiene supplies, resident personal items, specialized activities and outings (fees will be disclosed in advance), guest meals and beauty and barbershop fees are not included as part of the monthly rental fee. Greystone staff can provide assistance with activities of daily living such as dressing, grooming, bathing medication and other services for an additional charge as outlined in the Level of Care Worksheet.

- 5) Resident Accounts: Rent is due in advance on the first day of each month. Residents who have outstanding rent after the 10th of the month will be assessed a late fee of \$25.00.

Residents who have outstanding balances following the tenth of the month will be provided a reminder of the past due account requesting prompt payment. Residents will receive notice to vacate the premises if this matter is not handled within thirty (30) days. On the twentieth (20th) day of the month, an additional reminder will be issued if arrangements to pay the account have not been made. The reminder will state the past due amount and also remind them that they have until the tenth to pay the outstanding balance or to vacate the premises. All letters regarding non-payment will be sent to the person designated by the resident upon admission as the party responsible for payment. All resident accounts for which payment has not been received within 30 days may be turned over to an attorney for collection.

All residents are considered private pay and will be charged the current private pay rate until they have become eligible for additional benefits including, but not limited to, benefits under the Home and Community Based Services (Medicaid HCBS) Program and the requirements of the Department of Social and Rehab Services (SRS). Upon approval for such benefits, any overpayment will be refunded back to the date of approval.

Resident's Name: _____

Statements for resident accounts will be sent out on approximately the 25th of the month for the next month. Statements will be sent to the person designated by the resident as being responsible for payment on the Monthly Apartment Rental Agreement.

Payment of monthly rent will be accepted by check, money order or direct deposit only. Payments may be mailed to Greystone Residential Care Community 2620 N Kentucky, Iola, KS 66749 or dropped off in the rent payment box at Greystone.

In the event more than one person is a resident of the unit under this agreement, the obligation to pay the Monthly Rent and other amounts payable hereunder shall be a joint and severable obligation of such persons.

- 6) Refund: The community requires a thirty (30) day notice of intent to move, to be provided to the Executive Director in writing. A refund of any unused advance payment will be made only if proper notice is given. If the resident moves at the last of the month and does not give proper notice, a statement will be sent for thirty (30) days. Refunds will be mailed out within 30 days of the resident vacating the apartment. Refunds will be sent to the person responsible for payment as designated on the Monthly Apartment Rental from unless other arrangements are made by the resident or their responsible party in writing.
- 7) Continual Charge: Charges are continued as long as the resident's belongings occupy the apartment. Monthly apartment rental charges will be charged to the resident until all of the residents belongings are removed from the apartment, the keys to the apartment are returned to the Executive Director or a member of the community management staff and when applicable notice to vacate requirements are met as outlined in this agreement.
- 8) Absences: Resident is responsible for paying all apartment rental and level of care fees as outlined in Addendum A when they are absent from the community including but not limited to times when the resident is on vacation, when they are transferred temporarily to a skilled nursing facility, hospital or other health care facility. Level of care rates will be prorated when a resident is absent from the community for more than 30 days.

Residents are free to leave Greystone at any time unless otherwise indicated in the resident's services plan but are asked to utilize the facilities sign in and sign out register in the front lobby. Residents(s) should notify Greystone of absences longer than 24 hours. If the resident is going to be absent for an extended period of time Greystone asks that the resident notify the community as soon as possible of the absence. Absences by residents receiving HCBS/Medicaid services must be in accordance with HCBS requirements.

- 9) Third Party Payments: Any moneys owed beyond third party payment are the responsibility of the resident. Greystone does not accept payment under Medicare. Greystone is approved to provide services under the Medicaid HCBS FE and PD Waiver programs. Residents who have limited financial resources should contact the Executive Director to discuss their financial options at least 6 months prior to running out of private pay funds.

Resident's Name: _____

- 10) Resident Records: All information in the resident's records, regardless of form or storage method of records, will be kept confidential except when release is required by: transfer to another facility, law, third party payment contract, or resident or resident's legal representative.
- 11) Health and Personal Care Services: Greystone staff regularly observe and interact with the resident. Our staff consists of our Executive Director, Registered Nurse, Life Enrichment Coordinator, Dietary, Maintenance, Certified Medication Aides, Certified Nurse's Aides, and Office staff. We work in conjunction with the medical provider of your choice. In the event of a medical emergency Greystone staff will contact emergency medical services to assist the resident by calling "911" or otherwise summoning appropriate medical services personnel and the resident's family or responsible party contacted. Task delegation will be under the supervision of the Greystone RN.

Any illness that incapacitates you to the point of needing continual daily help assistance for a temporary period of time needs immediate action. A family member or friend may stay with you, paying only for meals if staying in the resident's apartment, to help you through a difficult time without a move being necessary. The length of stay of a family member during this temporary period of illness shall be agreed upon by the Executive Director and the family and documented in the resident's record. The resident may also arrange for an outside service provider, which should be coordinated through Greystone's RN. Outside service providers should not duplicate Greystone services. Should a resident need health care services that cannot be provided by Greystone please contact the community RN or Executive Director.

Except as otherwise expressly stated in this agreement, the resident is responsible for furnishing or paying for any of their own health and medical services, including, without limitation hospital services, physician or other medical provider services, nursing services including skilled nursing facility stays, private duty personnel, medications, vitamins, eye glasses, eye examinations, hearing aids, ear examinations, laboratory tests, x-ray services, rehabilitative therapies, personal hygiene supplies, or any ambulances services.

The Executive Director and community Nurse will monitor the level of care of all the residents and will staff according to the level of assistance required by the residents residing in the community. Greystone has staff on-site 24-hours a day to assist residents.

- 12) Apartment Damage: Each apartment is rented clean. The resident agrees to maintain their apartment in a clean, sanitary and orderly condition. Normal wear and tear is expected. The resident is welcome to hang pictures and decorate their apartment, being careful not to damage the walls.

The resident shall reimburse the community for the repair or replacement of furnishings and fixtures owned by Greystone in the resident's apartment beyond ordinary wear and tear. In addition the resident shall reimburse the community for any loss or damage to the community's real estate or personal property outside the resident's apartment caused either intentionally or negligently by the resident or person on the premises with the resident's permission.

- 13) Property of Resident: Greystone is not responsible for the loss of any property belonging to the resident due to theft or any other cause. Residents are encouraged to purchase renters insurance

Resident's Name: _____

to cover their personal property. The resident is responsible for purchasing and maintaining renters insurance.

- 14) **Apartment Decorating:** Residents are encouraged to personalize their apartment by providing their own furnishings. Residents unable to furnish their apartment should contact the Executive Director. Residents are allowed to decorate and furnish their apartments as they choose, as long as their possessions do not exceed the space provided for health or safety concerns for themselves, other residents or staff and provided that they do not make any structural or physical changes to the apartment unless approved in writing by the Executive Director. Any such alterations or improvements shall become the property of Greystone. Residents who choose to repaint, wallpaper, or border their apartment must have prior approval of the Executive Director and must return the apartment to its original condition upon move-out. Any changes or modifications to the apartment that require the services of an electrician, contractor or similar professional must be approved by the Executive Director at the cost of the resident.

Fuels such as lighter fluid and matches, may not be maintained in resident apartments. Guns or other fire arms are prohibited from Greystone and may not be stored in resident apartments.

- 15) **Housekeeping:** Once each week Greystone staff will clean each resident's apartment unless otherwise specified in your resident Service Agreement. During this time, they will also change and make the resident's bed, wash, dry, and return linens. They will empty trash, vacuum, dust, and clean the bathroom, etc. They do not make decisions on what to throw away. Resident trash should contain all items to be discarded. Old newspapers and magazines should not accumulate in your unit.
- 16) **Personal Hygiene:** Hygiene is an important issue when many people live or work in close proximity. Frequent bathing and deodorant use are a necessary part of activities of daily living. Residents are asked to please pay special attention to their body care.
- 17) **Nurse Assessment:** If our staff becomes concerned with a resident's declining abilities, the following procedure will be followed. The Executive Director will be notified and will visit with the resident and/or their family or responsible party regarding the decline. Greystone's Nurse will do an assessment of the resident's condition. The assessment will be shared with the resident and/or their family or responsible party and a decision will be made to accommodate their future needs. If the assessment finds only a temporary situation, no action will be taken. If the assessment finds the resident's needs are beyond what Residential Care services can provide, action must be taken. A resident may not remain in a Residential Care community when more specialized care is required to meet their needs.
- 18) **Resident's Rights:** State and Federal laws protect your rights as a citizen of the United States. You do not give up any of your rights by becoming a resident of a Residential Care Community. Specific Resident Rights can be found on the Residents Rights form.
- 19) **Advanced Directives:** It is Greystone's policy to ask that all residents provide a copy of any advanced directives they may have executed. This includes health care power of attorney, financial power of attorney, living wills, DNR's or other documents which describe the resident's wishes should they become unable to communicate those decisions. If the resident

Resident's Name: _____

has executed such documents, makes changes to such documents or if they execute them while they are a resident of the community it is the resident or their responsible party's responsibility to advise Greystone of the new advance directive and provide the community with a copy.

- 20) **Smoking Policy:** Designated smoking areas inside and outside the community are provided for residents who choose to smoke. Smoking is not permitted in the resident apartments, dining area, lobby, or other common areas. Residents will be allowed to use a cigarette lighter to light their smoking materials, matches are not allowed. This policy is designed to ensure the safety of all residents who reside at Greystone. The use of candles in the community is not permitted.

If a resident fails to follow the smoking policy, or smokes in a careless manner that endangers the wellbeing of themselves and other residents, we will take immediate action. Immediate action may include, but is not limited to, management of smoking materials by staff members or discharge from the community.

- 21) **Pets:** Pets are not allowed without prior written approval of Greystone and the execution of a Pet Agreement.
- 22) **Visitors:** Residents are encouraged to have visitors at Greystone. Visitors are asked to sign in and out in the front lobby when visiting the community and to comply with all applicable community visitors' policies as outlined in the resident handbook. Residents may have a friend or family member visit and stay with them in their apartment for up to 2 weeks. Visitors staying overnight in a residents apartment will be responsible for paying applicable guest meal rates during their visit for meals eaten in the dining room. Residents are asked to notify community management in advance when having overnight guests for emergency purposes. Management reserves the right to refuse to allow a guest to stay overnight at the community if it puts the resident's or others health or safety at risk.
- 23) **Emergency Call System:** Each resident room and each bathroom has an emergency call cord. When this cord is pulled, the staff on duty will come to the appropriate room to give assistance. Daily repeated use of the emergency call system may signify a need for nursing care not offered at Greystone.
- 24) **Keys/Apartment Access:** Upon admission and payment of the first month's rent, a key will be issued to the resident for their unit. This key is to be returned to the Executive Director or community management when a resident moves their furniture out of the unit and must be returned before any refunds can be issued. Additional or duplicate keys can be obtained through the Executive Director for a fee of \$10.00 per key. Unless given written permission by the Executive Director no lock may be changed, added or any locking type device added to the apartment.

Unless given permission by the resident, in writing, community staff will not allow others access to the resident's apartments in their absence. In case of sudden hospitalization, or other infirmity, only individuals listed as emergency contacts will be given access to your unit.

Greystone staff may enter the resident(s) apartment at reasonable times and for reasonable purposes, including inspection, maintenance and other services as described in this agreement or as outlined in the resident's Service Plan. Every effort will be made to notify the resident that a community employee will enter or has entered their apartment for non-routine events.

- 25) Fire Alarm System: The building is equipped with an automatic fire alarm system. When activated, the alarm sounds and the smoke doors leading to each hallway close. If the resident does not open the door to their apartment, it will provide 1 hour of smoke protection. When the alarm sounds, residents should feel their apartment door to see if it is hot. If the door is not hot, proceed to the nearest fire exit. If the door is hot the resident should remain in their apartment and move toward a window until assistance arrives. All fire alarms are taken seriously by the staff. If an actual fire occurs and it is necessary for the residents to vacate their apartments, a staff member will guide residents to a safe place away from harm. It is important that residents listen and follow instructions given by staff members and emergency personnel in the case of a fire. Fire drills will be conducted on a monthly basis at Greystone at various times.
- 26) Managed Risk: Maintaining the independence, dignity and quality of life for each resident who resides at Greystone is important. However, when a resident's actions or behaviors endanger their own or another's well-being, they must be addressed. If the resident chooses to continue the actions or behavior, Greystone will ask the resident and/or resident representative to complete a Managed Risk Agreement. The Managed Risk Agreement will outline the action(s) in question and potential negative outcomes related to the action or behavior. The agreement will be signed by the resident and/or the resident representative and by the Executive Director. A copy of the completed agreement will be given to the resident and a copy placed in the resident's record. If the resident or resident representative refuse to sign the Managed Risk Agreement, Greystone may begin the discharge process and assist the resident in finding alternative housing and services that better meet the resident's needs.
- 27) Complaints: Greystone values our residents and their opinions. Concerns or complaints can always be brought to the Executive Director for resolution. Complaints that cannot be addressed at Greystone can be directed to Dimensions in Senior Living, Greystone's management company at (402) 898-1079.

Complaints that cannot be addressed at the community or dealt with by the management company may be directed to Kansas Department on Aging and/or the Office of the Long Term Care Ombudsman. The numbers will be posted outside the administrative office at the community.

The community will not discriminate or retaliate in any way against a resident, or resident's representative or family who has initiated or participated in the filing of complaint or concern.

- 28) Transfer and Discharge Policy: Each resident is permitted to remain a resident at Greystone Residential Care Community and will not be transferred or discharged unless:
- a) Unmanageable incontinence on a routine basis where the resident cannot participate in the management of the problem despite an individualized toileting program, wearing incontinent products or despite intervention chronically urinate or defecates in places

Resident's Name: _____

that are considered acceptable according to societal norms such as on the floor or in a potted plant/

- b) Immobility, where the resident requires total assistance in exiting the building;
- c) Ongoing condition requiring two or more person to physically assist the resident with transfers;
- d) Behavioral symptoms which exceed manageability;
- e) The residents condition requires the use of physical restraints to manage a medical condition;
- f) There is a need for skilled nursing intervention 24 hours a day;
- g) Endangering the health and/or safety of themselves or other residents. This includes but is not limited to chronically eloping is sexually, physically, or verbally aggressive or abusive behavior or displays unmanageable verbal abuse or aggression;
- h) The resident has failed after reasonable and appropriate notice, to pay the rates and charges imposed by the community and have failed to do so.

Greystone will provide assistance to the resident and/or their representative to help ensure a safe and orderly transfer when a resident meets Greystone's transfer/discharge criteria. Residents who meet the discharge criteria will be provided with written notice of the need for transfer and the reason for the transfer/discharge. Thirty (30) days written notice will be provided in the notice of discharge, unless:

- i) The resident's health status or behavior constitutes a substantial threat to the health or safety of the resident, other residents, staff or others.
- j) The resident's urgent medical needs require an immediate transfer to another health care community.

I have read the Admission Agreement and understand the contents. A copy of this agreement will be kept in the resident's record and a copy provided to the resident and/or their legal representative.

Resident's Name: _____

Resident Signature

Date

Resident Legal Representative Signature

Date

Community Representative Signature

Date

Resident received a copy of the Admission Agreement _____.
Resident/Representative Initials