NEW YORK STATE OF OPPORTUNITY. Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

March 21, 2019

Frank M. Cicero
Cicero Consulting Associates
701 Westchester Ave, Suite 210W
White Plains, NY 10604

Re: The Massry Residence at the Daughters of Sarah #3078

Dear Mr. Cicero:

This office has reviewed the revisions made to the proposed Residency Agreement for The Massry Residence at the Daughters of Sarah.

The revisions meet the New York State Department of Health's regulations; therefore, the Residency Agreement is approved. Attached is a copy of the stamped approved Residency Agreement for your records and immediate use upon approval of the application.

Please be advised that the approved Residency Agreement may not be altered without prior Department approval. If you wish to propose any revisions to this agreement, prior to implementation, you must first submit the changes for review and approval to:

Residency/Admission Agreement Coordinator
New York State Department of Health
Division of Adult Care Facility/Assisted Living Surveillance
Bureau of Licensure and Certification
875 Central Avenue
Albany, NY 12206

Please contact this office at 518-408-5287 if you have any questions. As always, thank you for your cooperation.

Sincerely,

Patricia Hasan

Patricia Hasan, Program Manager
Division of Adult Care Facility
and Assisted Living Surveillance
Capital District Regional Office

cc: R. Dillon
L. O'Connell

RESIDENCY AGREEMENT

The Massry Residence
Gracious Assisted Living
Daughters of Sarah

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS JR DATE 2/22/19

Table of Contents

Table of Exhibits

ADDENDA

RESIDENCY AGREEMENT

THIS AGREEMENT is made between The Massry Residence at Daughters of Sarah the "Operator",_____(the "Resident" or "You"),_____(the "Resident's 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 182 Washington Avenue Ext., Albany, NY an Assisted Living Residence, an Enriched Housing Program, and an Enhanced Assisted Living Residence ("The Residence") known as The Massry Residence at Daughters of Sarah.

B. You have requested to become a Resident at The Residence 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 parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Apartment/Room.** You may occupy and use a private (X) or semiprivate ( ) apartment identified as Apartment_____subject to the terms of this Agreement.
2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as the lounges and activities room.

3. **Furnishings/Appliances Provided By The Operator.** You will be provided by the Operator the following furnishings, appliances and other items: a refrigerator, a microwave oven, and mini-venetian blinds.
4. **Furnishings/Appliances Provided by You.** Items that are not permitted by the Operator for safety reasons include, but are not limited to, electrical extension cords, hotplates and electrical items which have amperage demands that could cause concerns. Any furnishings/appliances so provided by you are listed on Exhibit I-A.

B. Basic Services

The following services ("Basic Services") will be provided to you, in accordance with your Individualized Services Plan.

1. **Meals and Snacks.** Three nutritionally well-balanced meals per day and always available snacks are included in Your Basic Rate. A regular diet will be available as ordered by Your physician and included in Your Individualized Service Plan.
2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
3. **Housekeeping.**
4. **Linen Laundry Service.**
5. **Laundry of Your personal Washable clothing.**
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. **Personal Care.** Includes some assistance with bathing, grooming, dressing toileting (if applicable), ambulation (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication.
9. **Development of Individualized Service Plan.** Includes ongoing review and revision as necessary.

C. Additional Services.

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional, supplemental or community fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status.

A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit I.D. of this Agreement.

II. Disclosure Statement

The Operator is disclosing information as required under Public Health Law Section 4658 (3). Such disclosures are contained in Exhibit II, which is attached to and made part of this Agreement.

III. Fees

A. Basic Rate.

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 described in Section I. B. of this Agreement. (*the "Basic Rate"*). The Basic Rate as of the date of this agreement is $_____per month.

B. Supplemental, Additional or Community, Fees

A Supplemental or 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 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.D).*

A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may chose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence.

Any charges by the Operator, whether a part of the Basic Rate, Supplemental,

Additional or Community fees, shall be made only for services and supplies that are actually supplied to the Resident. (See Exhibit III.B.)

C. Billing and Payment Terms

Payment is due by the fifth of each month and shall be delivered to The Massry Residence, 182 Washington Avenue Ext., Albany, NY 12203. In the event you fail or are unable to make such payment in a timely fashion, this agreement can be terminated only as provided in section XIII.

D. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.

2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.
3. If you, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.
5. 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.

E. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is $_____per month. (The total of the daily rate for a one-month period may not exceed the established monthly rate). 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 any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but 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 personal allowance accounts at the Residence. The Operator must also return at the time of Your discharge, but 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 the basis or a per diem proration any advance payment(s) which You have made.

If You die, the Operator must turn over 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 the County wherein the Residence is located in 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 Exhibit V. 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 Exhibit VI. 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 agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with You or Your Representative.

You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

You must complete the following:

I receive SSI funds_____or I have applied for SSI funds_____

I receive SNA funds_____ or I have applied for SNA funds_____

I do not receive either SSI or SNA funds _____

If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence maintained account, then that signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

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, except as is noted in subpart 2 below.
2. The Operator may admit persons to enhanced assisted living residence beds from either an assisted living residence or from the community, and may retain persons who exceed the admission and retention standards of a basic assisted living residence in an enhanced assisted living residence licensed bed, provided that the Operator can provide or arrange

an adequate and safe plan of care in accordance with the resident's ISP. This may include residents who:

a. Chronically require the physical assistance of one or more person(s) to walk;
b. Chronically require the physical assistance of one or more person(s) to climb or descend stairs;
c. Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
d. Have chronic unmanaged urinary or bowel incontinence.

If you require an enhanced assisted living residence bed, you will be asked to sign an Enhanced Assisted Living Residence Addendum to this Residency Agreement.

The Operator shall not admit individuals in need of, or retain residents reaching the point of requiring, 24-hour skilled nursing care or medical care provided by facilities licensed pursuant to NYS Public Health Law Article 28 or pursuant to NYS Mental Hygiene Law Articles 19, 31, or 32 to enhanced assisted living beds; provided that such residents may remain in an enhanced assisted living residence bed if all of the conditions set forth in 10 NYCRR Section 1001.7(e)(2) are met.

3. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
4. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
5. 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 retain You in an enhanced assisted living bed or, if no such beds are available, terminate this Agreement pursuant to Section XIII of the Agreement.

XI. Rules of the Residence

Attached as Exhibit XI. and made a part of this Agreement are the Rules of the Residence. By signing this agreement, You and Your representatives agree to obey all reasonable Rules of the Residence.

XII. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative

A. You, or Your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

B. The Resident's Representative shall be responsible for the following:

_____

_____

C. The Resident's Legal Representative, if any shall be responsible for the following:

_____

_____

XIII. Termination and Discharge

This Residency Agreement and residency in the Residence may be terminated in any of the following ways:

1. By mutual agreement between You and the Operator;
2. Upon 30 days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;
3. Upon 30 days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health.

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You.

Both You and the Operator are free to seek any other judicial relief to which they may be entitled.

The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

XIV. Transfer

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without 30 days notice or court review, for the following reasons:

1. When You develop a communicable disease, medical or mental condition, or sustains and injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself of others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been removed. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person. If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

Attached as Exhibit XV and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in the Residence. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are set forth in the Rules of the Residence attached as Exhibit XI. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

Complaint handling is a direct service of the Long-Term Care Ombudsman Program. The Long-Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.

2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

We, the undersigned, have read this 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 the Operator's Representative)

Exhibit 1.A.
Furnishings/Appliances Provided by The Resident

Resident Name: **Apartment Number:**

Items/Furnishings Provided:

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Staff signature: **Date:**

Resident signature: **Date:**

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS JR DATE 2/22/19

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are available from The Massry Residence directly or through arrangements with The Massry Residence for the following additional charges:

Schedule of Fees 2018 (All rates are subject to change)	Fee
Guest Meals: Breakfast – Adult / Child 2-11 Lunch – Adult/ Child 2-11 Dinner – Adult/ Child 2-11 Child under 2 Holiday – Adult/Child 2-11	$7.25/ $5.50 $16.50/ $8.25 $21.50/ $14.25 Free $27.00/$21.00
Medication Management (in the Basic Package)	$374.00 per month
More than 4 Elective Transportation per month (as schedule permits- i.e., shopping, personal trips, errands)	$40.00 each
Escorts to meals (outside of the Supportive Plus Package)	$490.00 per month
Additional Laundries	$36.00 each
Additional Showers (beyond that included in service packages)	$36.00 each
Monthly vitamin B-12 injections	$64.00/month
Continence Support Program (outside of the Supportive Plus Package)	$490.00/month
Commode Management	$245.00/month
Additional Elective House Keeping	$36.00 each
Return from Hospital/Short Term Rehab	$322.00/week
Additional Elective Maintenance Services (½ hour min)	$13.50 per ½ hour + supplies
Replacement Call Button Pendants	$185.00 each
Pet Fee (See Pet Policy)	$69.00/month
Dishonored Bank Check	$40.00
Late Payment Charges	$35.00 after the 15th of each month
Carpet Extraction (Beyond regularly scheduled)	$80.00 1BR, $116.00 2 BR
Motorized Cart/Motorized Wheelchair Fee	$99.00/month
Companion Services w/ Transportation out of Massry	$22.00 per hour
Telephone Activation Fee	$50.00
Additional/Replacement Keys	$7.00 each
Beauty/Barber Services	Per Invoice
6 or more medical appointment transports per month[1]	$40.00 each
Community Fee[1]	$3,100.00 (one time only)
Utilities (including Massry telephone, Massry cable TV, and routine maintenance service)	Included in Base Rate Package

[1] The one-time Community Fee, paid at move-in, covers the upkeep of common interior and exterior areas of the community used by residents. It also allows for the extra care and assistance the staff dedicates to the resident's move-in. This Community Fee is required of all residents who opt to reside in the community. Our ultimate goal is that our residents be completely satisfied. If a resident is dissatisfied within the first 60 days of residency in our community, and moves out, we will refund a prorated portion of this Fee.

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The following is a listing of all providers offering home care or personal care services under an arrangement with the Operator. The Massry Residence recognizes the importance of their residents' freedom in choosing those individuals outside the Massry from whom the residents receive services. As such, all residents are guaranteed the right to choose their own health care providers and receive services from service providers with whom the Massry does not have any arrangements. These services are provided purely for the convenience of our residences:

Podiatry

Steven and Mindy Lam have been licensed by the State of New York to practice as a Podiatrist.

Psychological Services

Team Health provides psychodiagnostic and psychotherapeutic services by qualified, New York licensed psychologists and psychiatrics to the residents of the Massry when their services are requested.

Beautician

Thomas Marino has been licensed by the State of New York to practice Cosmetology.

EXHIBIT II

DISCLOSURE STATEMENT

The Daughters of Sarah Housing Company ("The Operator") as operator of the Massry Residence ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached.

2. The Operator is licensed by the New York State Department of Health to operate at 182 Washington Avenue Extension, Albany, NY an Enriched Housing Program and an Assisted Living Residence. The Operator is further licensed as an Enhanced Assisted Living Residence with a certification to provide up to 25 EALR beds.

3. The owner of the real property upon which the Residence is located is the Daughters of Sarah Housing Company. The mailing address of such real property owner is 182 Washington Avenue Extension, Albany, NY 12203. The following individual is authorized to accept personal service on behalf of such real property owner: Sharon Rosenblum, The Massry Residence, 182 Washington Avenue Extension, Albany, NY 12203.

4. The Operator of the Residence is the Daughters of Sarah Housing Company. The mailing address of the Operator is 182 Washington Avenue Extension, Albany, NY 12203. The following individual is authorized to accept personal service on behalf of the Operator: Sharon Rosenblum, The Massry Residence, 182 Washington Avenue Extension, Albany, NY 12203.

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence.

None

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS JR DATE 2/22/19

6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator.

None

7. All residents are guaranteed the right to receive services from service providers with whom the Operator does not have any arrangements.

8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. All residents should be aware that public funds for the payment of residential, supportive or home health services are available for eligible individuals. Residents should also be aware that the facility does not accept public funds payments as payment in full. Therefore, if the facility rate exceeds the amount of public funds available to the resident, and the resident is unable to pay (in full) the balance of the facility's basic daily rate, the facility will assist the resident in securing placement at another facility, pursuant to applicable law and regulation.

10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. The local LTCOP telephone number is 518-372-5667. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

Service Packages- Exhibit III.B.

	Basic Rate Package	Supportive Package	Supportive Plus Package	Enhanced Service Package
One Bedroom Standard	$5,316.00	$6,571.00	$7,198.00	$8,016.00
One Bedroom Deluxe	$5,786.00	$7,041.00	$7,668.00	$8,486.00
Second Person Fee	$1,568.00	$2,823.00	$3,450.00	$4,268.00
Two Bedroom Single Occupancy	$6,960.00	$8,215.00	$8,842.00	$9,660.00
Two Bedroom Double Occupancy	$7,750.00	$9,005.00	$9,632.00	$10,450.00
Companion Suite	$4,277.00/person	$5,532.00/person	$6,159.00/person	$6,977.00/person

Basic Rate Package:

1. Three Kosher Meals daily
2. Medication Monitoring
3. Minor assistance with bathing (up to two times/week)
4. Minor assistance with dressing and grooming
5. 24-hour Wellness Staff
6. Scheduled transportation to medical appointments (not to exceed 6 per month)
7. Mealtime reminders and safety checks
8. Wireless emergency call system
9. Activities include social, cultural, and educational programs
10. Fitness program
11. Weekly apartment cleaning with changing and laundering of bed linens
12. Completion of personal laundry once a week
13. Daily bed making
14. Case management

Supportive Package (Includes all Basic Rate Package Services + one or more of the following:)

1. Medication Management
2. Moderate assistance with bathing (up to three times per week)
3. Moderate assistance with dressing and grooming
4. Completion of personal laundry twice a week
5. Ongoing observation and/or cuing required for completion of tasks

Supportive Plus Package (Includes all Basic Rate Package Services + one or more of the Supportive Package Services and:)

1. Assistance with bathing (four or more times per week)
2. Extensive assistance with dressing and grooming
3. Escorts to all meals and desired activities
4. Continence support program
5. Additional scheduled safety checks

Enhanced Service Package (Includes all Basic Rate Package Services + one or more of the Supportive and Supportive Plus Packages Services and:)

1. Oxygen Management
2. Provide 1-person assist with transfers
3. Provide 1-person assist with ambulation
4. Provide wheelchair escort
5. Provide assistance with changing a clean wound dressing
6. Provide catheter, ileostomy, colostomy care
7. Provide assistance with PRN medication

SERVICE PACKAGES - EXHIBIT III.B. (Cont.)

Return from Hospital Stay and Short-Term Rehabilitation

This level may be needed following a hospital admission and/or re-admission to The Massry Residence following a short-term rehabilitation, as determined by the Resident Care Director and Case Manager.

$322 one week flat rate

Includes any or all of the following services:

* **Medication management**
* **Extensive assistance with dressing and grooming**
* **Extensive assistance with bathing**
* **Completion of personal laundry twice a week**
* **Ongoing observation and/or cuing required for completion of tasks**
* **Escort to meals and desired activities**
* **Continence support program**
* **Additional safety checks**

At the conclusion of the week, the interdisciplinary team will re-evaluate the care level needed.

EXHIBIT 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 items so delivered will be listed below:

Resident Name: **Apartment Number:**

Items/Furnishings Provided:

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Staff signature: **Date:**

Resident signature: **Date:**

EXHIBIT 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 items will be listed on Form DOH-5194: Adult Care Facility Inventory of Resident Property and be attached hereto.

Exhibit XI.

RULES OF THE RESIDENCE

(Massry Resident Handbook)

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS JR DATE 2/22/19

Massry Resident Handbook

Dear Resident and Family,

It is my pleasure to welcome you to The Massry Residence at Daughters of Sarah. At The Massry Residence, we do our best to provide a warm, homelike environment that emphasizes companionship, dignity and encouragement of independence.

As a full-service senior living community, we take care of the details so you can spend time doing the things you love most. Pursuing long delayed interests, spending quality time with family, and enjoying the companionship of friends and neighbors are just a few of the things we hope you will enjoy as a resident of The Massry Residence.

Adjusting to a new environment can sometimes take a little time. Please know that we are here to help you and your family in any way that we can, both now and in the future.

Thank you for choosing The Massry Residence as your new home. Let us offer our warmest welcome to you and your family. Please feel free to call me at any time with concerns, questions, praise or simply to say Hello!

Sincerely,

Sharon Rosenblum
Executive Director
The Massry Residence at Daughters of Sarah

TABLE OF CONTENTS

POLICIES

EMERGENCY/SAFETY INFORMATION

COMMUNITY INFORMATION

Hospitals:

The following hospitals are in close proximity:

Albany Medical Center Hospital
43 Scotland Avenue
Albany, NY 12208
Tel: 518-262-3125

Albany Memorial Hospital
600 Northern Blvd.
Albany, NY 12208
Tel: 518-471-3221

St. Peter's Hospital
315 South Manning Blvd.
Albany, NY 12208
Tel: 518-525-1550

Ellis Hospital
1101 Nott Street
Schenectady, NY 12308
Tel: 518-243-4000

Pharmacy

OmniCare Pharmacy will be servicing our residents. We strongly recommend you use this system. However, for those residents who wish to continue their current pharmacy system, please inform the Resident Care Director of your choice. Residents are responsible for keeping the Resident Care Director or nurse up to date on all their medications (including over the counter meds). The pharmacy can be reached at:

OmniCare Pharmacy Services
100 Saratoga Village Blvd.
P.O. Box 2469
Malta, NY 12020
Tel: 518-899-2002

SERVICES

Activities

Cultural, social, recreational and spiritual programs are available to residents both on-site and as group trips. Attendance or participation is voluntary. Monthly activity calendars are distributed to residents. In addition, a daily calendar is distributed at breakfast and posted in the Country Kitchen. Residents can sign up for outside trips at the Receptionist Desk. A survey of resident interests will be conducted within the first month of arrival by the Activities Director.

Barber/Hair Stylist/Manicurist Services

For your convenience, a Hairstylist/Barber salon is located on the second floor near the Wellness Office. Appointments can be made by contacting the beautician/barber directly. A licensed professional will be there to service your needs. Services charges are posted in the salon. Fees for services will be charged to your account and will appear on your monthly statement.

Cable Television

The Massry Residence will provide optional cable service through Spectrum. Service includes Standard cable channels plus HBO. Cable connection cords are universal, so residents can bring their own when they move in. Should you want additional channels you may contact Spectrum directly at 518-869-5500.

Telephone Service

The Massry Residence will provide telephone service with assigned numbers for each apartment. There is a one-time $50.00 activation fee to set up phone service in your apartment.

Receptionist Desk

For your protection, we ask that all visitors enter through the main entrance. The Receptionist will be happy to advise you that your guest has arrived. Packages may be left for you at the Receptionist Desk, as well. All guests of The Massry are asked to sign in when they enter and sign out when they leave

You are free to come and go as you wish, but for purposes of resident security, please inform the Receptionist when you plan to be away overnight, or for a meal. **We ask that you sign in/out at the Receptionist Desk each time that you leave the building and/or will be away for a meal or overnight, and again when you return.** If you are planning to be away for more than 72 hours, please notify the Executive Director in writing.

Should you need any general information, or have any questions, please feel free to contact the Receptionist Desk by dialing 518-689-0453.

Country Store

For your convenience, a store is located in the Country Kitchen offering staple goods, toiletries, postage stamps, and more. Items from the store may be purchased at any time by seeing the Receptionist. The purchase cost for these items will be added to the Resident's monthly statement, or can be paid for in cash.

Dining and Food Service

Realizing that pleasant and attractive meals add to the enjoyment of life, we have taken special care to make our dining service an enjoyable experience. Our staff is courteous and well trained. If you should have any suggestions or special needs, please feel free to communicate them to the Residence Chef. Of course, inquiries are always welcome. Menus are varied and are designed to offer residents a variety of selections. Residents are expected to be able to manage their own dietary restrictions.

Residents and their guests are requested to dress appropriately for all meals. Bedroom attire is not permitted in the dining room.

Please be advised that no food or tableware may be removed from the Dining Room.

Dining Kosher at The Massry Residence

The Massry Residence is proud to offer a quality dining experience that has received the kosher endorsement of the Vaad HaKashruth of the Capital District. Our commitment to the Vaad allows us to maintain kitchens whose standards of Kashruth are acceptable to all levels of observance. Please do not hesitate to contact the Vaad's Mashgiach at The Massry, our on-site partners in assuring that the integrity of our kosher commitment is maintained at all times.

Massry residents may furnish their private kitchens as they see fit. However, we ask that you not bring into any of The Massry public areas food or utensils from your private apartment or from any kitchen outside of the public kitchens located within The Massry Residence.

Our Dining Services will gladly assist in arranging your culinary needs for special celebrations or commemorations. If you wish to dine in the privacy of your own apartment, we will gladly serve you with fine quality single- service dishes and cutlery.

Therapeutic Diet Availability

Three gourmet meals daily as well as foods available at our country store take into account regular diets as well as regular diets with half portions of desserts. Additional dietary needs and prescriptions should be addressed with the Resident Care Director prior to move-in. A registered dietician is available to discuss any food, diet, and nutrition related concerns and needs.

Dining Room Hours

Breakfast: 8:00 to 9:30 AM

Lunch: 12:00 to 1:30 PM

Dinner: 5:00 to 6:30 PM

Guest Meals

We realize that family and friends are a very important part of your life and encourage you to invite guests to share in the enjoyment of the fine dining at the Community. The following policies apply to guest meals:

1. Reservations are required for guests and can be made by contacting the Receptionist Desk at least 24 hours in advance. Please indicate the number of guests in your party. (There may be a service charge for guests)
2. Residents will sign a ticket for all guest meals served. (See schedule of fees.) The charge appears on the next monthly statement.
3. We ask that you accompany your guests to the dining room. However, we realize special circumstances may arise. In that case:
   - Please make the dining room manager or server aware of the circumstances and give permission for your guests to sign for meals.
   - We ask that an adult always accompany children while in the dining room.
4. Unused resident meals cannot be transferred for use by a guest.

Private Dining Room

The Community has been designed with a special private dining room so that you may celebrate special times here with family and friends. Reservations should be made in advance by contacting the Dining Room Manager. The Dining Room will gladly arrange for and cater a meal at your request. There will be a charge for all guest meal costs and the expense of any additional service staff. Elaborate or special purchase menu items may involve an additional food charge. The charge for any special or additional services will be established at the time of the request and will be payable with the next month's statement.

Room Service

The wording of the State regulations is as follows: *"Residents must not be provided tray service except as may be necessary for short-term illness."* While it remains our intent to make your life here at The Massry as convenient as possible, we are obligated to follow the State regulations. The Massry Resident Care Department will assist residents with meal orders for in room tray service according to the following policy:

1. If you are ill and in need of tray service, a tray will be provided to you at no additional charge.
2. While the menu will not be altered, only meals requested on the Meal Tray Order Form will be honored.

Dry Cleaning

For your convenience, we have made arrangements with a dry cleaner. The Massry Residence is not responsible for any loss, error or damage caused by the dry cleaner. Please contact the Receptionist Desk for information. Charges for dry cleaning are handled directly with the cleaner.

Residence Office/Business Office

The Residence Offices are located on the first floor of the building. These offices are open Monday through Friday between 9:00 A.M. and 5:00 P.M. If you have any special needs after business hours, please contact the Receptionist Desk or leave a message in voice mail.

Guests

Residents are encouraged to invite friends or relatives to be guests in their apartment. Please notify the Receptionist when you are having guests.

Heating and Cooling - Apartment

Basic rent includes the costs of heating and cooling each apartment. Once you have moved in a member of our staff will show you how to operate the system in your apartment.

Housekeeping

Routine, light housekeeping services will be provided in your apartment once a week. Included in the monthly fee are dusting, vacuuming, and tidying of your apartment and the cleaning of your bathroom and kitchen areas. Trash will be removed by housekeeping daily and it is the responsibility of the resident to have their tied trash bag outside their door by 9:00 am. If needed, on weekends please call the Receptionist Desk for trash removal.

As part of your weekly housekeeping service, your bed linens (sheets and pillowcases) and towels will be changed and washed. Residents should provide three sets of their own linens and towels. Your linen and towels will be picked up the day of your weekly scheduled housekeeping visit and returned the following day. A staff member will make your bed with clean sheets, and change your towels during the scheduled visit.

Any additional cleaning can be arranged by calling the Building Services Director. **The cost for these services is listed in the Schedule of Fees and will be billed to you on your monthly statement.**

After you have moved in, a member of our staff will meet with you in order to schedule a time and day for your housekeeping service. We request that you are present when housekeeping services are performed.

Housekeepers are not permitted to touch or move personal breakable items. They cannot move heavy pieces of furniture.

Our housekeepers will supply all cleaning materials.

Should you come across a hallway area that requires the attention of our housekeeping staff, please notify the Receptionist.

If you have any special requests for the housekeeping or physical plant departments, please call the Receptionist Desk. It is the responsibility of the Building Services Director to prioritize these requests.

Laundry

Personal laundry service is provided once a week and is arranged by the Resident Care Department.

Additionally, two laundry rooms are available on each floor at no charge to you. Posted in each laundry room are instructions for using the washers and dryers. Please be courteous when using this area and leave the laundry room as neat and clean as you found it. The Community does not accept responsibility for the loss or damage of your personal clothing. Hanging of clothing in the laundry room to dry is not permitted. Each resident is requested to clean out the lint trap after each use. Please do not leave your clothes in the washer or dryer for extended periods as it restricts the usage of the machines by others.

Mail

To ensure prompt deliveries of mail to your new address (below) please notify family, friends and businesses of the change.

Your Name.....
The Massry Residence, Apt. #.....
182 Washington Avenue Ext.
Albany, NY 12203

Each resident is assigned a mailbox located off the main lobby. Outgoing mail may be dropped in the mail slot by the resident mailboxes. Mail delivery and pick-up is once daily Monday through Saturday.

Maintenance

The Building Services Department is responsible for maintaining the property, grounds and equipment owned by the Community. Additional services are available by written request and left with the Receptionist. The charge for these additional services is in the Schedule of Fees.

The following services are included in the Monthly Fee;

1. Repair of all kitchen appliances.

2. Repair of air conditioning/heating unit and changing of filter.

3. Repair of interior walls, floors, ceilings, windows, doors, cabinets, locks and bath fixtures when damage is not the fault of the resident.

Repair work due to a resident's action will result in a charge for labor hours and cost of materials. The amount will depend on the extent of the damage and billed on your next monthly statement. Should you wish to contest the imposition of charges, you may do so, and you will be financially responsible for any damages and costs for which you have been found responsible by a court of competent jurisdiction. Building Services is not responsible for the repair of any personal property or items.

After move in, residents will receive a one-hour session of maintenance time in order to hang pictures. Please be prepared for the maintenance person at the day and time that is scheduled for you. This one-hour session must be utilized within thirty days from the date you move in and must be used in one session.

Electrical Appliances

The Massry Residence reserves the right to inspect all electrical appliances to insure building and resident safety. Electrical leads, hot plates, or multiple outlet plugs are not permitted.

Moving In

Move-in is typically scheduled on weekdays between the hours of 9:00 AM and 4:00 PM. All moves must be scheduled with the Executive Director in order to ensure that elevators (and staff) are available to accommodate your needs. For safety reasons, move-ins are not permitted after 6:00 p.m. Move- ins are not permitted during meal times, as we cannot tie up the elevators for long periods of time. Exterior doors used for move-ins should not be left open and/or unattended.

Prior to your move, the Executive Director will review with you the move-in procedure and answer any questions you may have.

On move-in day, you or a designee must be present to supervise the move-in process. A member of our staff will explain the usage of the appliances and the emergency response system.

Newspapers

Should you wish to order any newspaper subscriptions see the Receptionist for a list of contacts. Please make the Receptionist aware of your subscription(s). Also, a variety of books and magazines are available in the Library.

Resident Care Services

The Massry Residence employs a full time Resident Care Director, who will oversee the well-being of all our residents. Residents are required to keep the Resident Care Director up to date regarding their medical condition and any

changes in medications. This allows us to maintain current records of your condition should a medical need arise.

We also offer ongoing physician ordered monitoring, weight monitoring, and consultation of other medically related issues.

Residents are required to retain the services of a local physician and hospital. In the case of an acute emergency, an ambulance will transport you to the nearest hospital.

Podiatry services are available as scheduled in the Wellness Office. The Resident Care staff will notify you when the podiatrist is scheduled to visit.

Part of our obligation to protect your health and safety is to monitor your medications. Therefore, for a resident's first month at The Massry, medication management will be provided free of charge. At the end of the first month, a determination will be made, in consultation with the resident's primary care physician, as to whether Massry medication management will continue or the resident is capable of medication self-management. If Massry medication management continues, there will be a charge for the service.

Residents who are managing their own medications will be provided with a list of rules they must follow to continue self-medication. Even for those who self-medicate, The Massry still needs to maintain a list of all your medications. This is a difficult task, especially for those who at times purchase over the counter medications. State regulations require The Massry to inventory **all medications.**

Items as simple as Tums or Aspirin must be recorded in the medication inventory that we keep in your records. Please assist us by letting us know when you purchase any medications not prescribed by your physician, or any medications brought to you by family members. Any of these medications must be reported to the Resident Care department so they can be added to your medications inventory.

If you should require hospitalization for any reason, an accurate and up-to-date inventory is essential because it could have a direct impact on the care that you receive at the hospital.

Resident Association

All Residents are automatically members of The Massry Residents Association. The association meets monthly with the Executive Director. The Residents Association offers the residents the opportunity to discuss concerns and suggestions that would affect resident life.

Transportation Service

The Massry Residence provides, in accordance with the activities calendar, scheduled transportation to the local food market, bank, drug store, mall or shopping center and scheduled special events such as theater, concerts and outings. Transportation is also available for scheduled medical appointments. **ALL MEDICAL APPOINTMENTS MUST BE MADE BY RESIDENT CARE.** In order to assure openings in the transportation schedule and to comply with New York State regulations regarding maintaining complete medical charts on all residents, we ask that residents and their families defer to Resident care for all scheduling of medical appointments.

POLICIES

Apartment Changes

If you have a change of circumstance or need, please feel free to discuss a change with the Executive Director.

If you move from a lower priced unit to a higher priced unit, you will be responsible for the difference in the current fees. If you decide to move to a less expensive unit, the difference will be credited in the next month's statement.

Billing

Your monthly rent statement is delivered between the 20th & 25th day of each month for the following month. Your rent is due no later than the fifth day of the month. Your statement will include the monthly rental fee, any charges for guest or extra meals, fees for Additional Services, and other

charges you or your guests may have incurred. Questions on accounts should be directed to the Business Office at 518-724-3246.

Confidential Information

All application forms, residency agreements, and resident documentation will be kept confidential. It is the policy of The Massry Residence not to distribute your name or address to direct mail firms or to any company seeking information about a resident. Our notice of privacy practices is attached.

Deliveries

Please notify the Receptionist of any expected deliveries. If you are at home when a delivery arrives, you will be notified so that the package can be brought directly to your apartment by the delivery person. If you are not at home, the Receptionist will accept the package **(with the exception of all pharmaceuticals)** and inform you when you return. We are unable to store furniture or other large deliveries for you. You will be notified and you can pick up your package at the reception desk.

If you plan to be away and cannot accept a large delivery, we will let delivery persons into your apartment only with advance permission from you. Likewise, we cannot accept C.O.D packages or grocery deliveries in your absence.

Elevators

There are two elevators at The Massry Residence. If you are moving in or out, please caution your movers to use care. These are passenger elevators and we want to keep them looking attractive. Proper elevator pads must be in place at the time of the move.

Guidelines for Privately Employed or Agency Personnel

Residents have a right to hire companions to provide social and non-personal care supports to a resident at The Massry Residence. The Massry Residence requires that residents hire a companion through a licensed agency.

1. The Massry Residence requires Residents who plan to hire companions to notify the Resident Care Director. This allows The Massry Residence the opportunity to obtain information for the files, and to provide the companion with the appropriate orientation to The Massry Residence. All companions must be approved and credentialed by The Massry Residence before starting.

2. Each person who is employed as a companion is an independent contractor of the resident. He/she enters the facility at the request of the resident and has not in any way contracted with, been solicited by or agreed to perform services for The Massry Residence. Each companion must sign in and out at the Receptionist Desk providing the name of the resident being served and the date and time of the service. Each person must wear an identification badge at all times when in the facility.

3. Before beginning services with a resident, the companion must complete an identification form, which includes name, address, and phone number and vehicle identification numbers. All companions must keep this information current.

4. All payroll and other taxes and all workers' compensation, liability and other insurance and documentation with respect to the employment of a companion are the sole responsibility of the resident.

5. Companions are limited to the resident's apartment unless escorting a resident to or from a meal or activity. Companions may use the facility's common laundry area only for resident's laundry. They may pick up meals ordered by a resident, return books to the library and purchase items in the store.

6. Companions are not allowed in any staff and/or break areas.

7. Companions cannot be current employees of The Massry Residence and cannot have worked as an employee within the last 6 (six) months unless approved in writing by the Executive Director.
8. Companions must wear proper attire while working at The Massry Residence and conduct themselves in a suitable manner in keeping with the standards of the community.

9. Companions are permitted to be on The Massry Residence premises only when they are working. Family members and friends (of the companions) are not permitted to be on premises with the contractor. Companions are not permitted to be on the premises outside their working hours.

10. Companions are subject to the same parking restrictions for their personal vehicles as Massry staff.

11. Companions are to enter and leave the building through the main front door in order to enable the Receptionist Desk staff to keep track of who is in the building. Companions will not be given keys to the outside doors.

The foregoing procedures may be amended from time to time as circumstances require. Meanwhile, residents employing companions should familiarize themselves with these procedures and see that their companions abide by them. Failure of companions to abide by The Massry Residence Policies and Procedures may result in withdrawal of their permission to work at The Massry.

Hallways

For the safety of our residents, please keep hallways clear at all times. Items such as carts, tables, wheelchairs, etc. must be kept in the resident's apartment.

Library

The library is open to all residents; you may borrow any reading materials from the library. Please feel free to contribute any reading material, which you no longer wish to keep.

Public Announcements and Solicitation

To maintain the proper environment in the Community, public announcements for any reason other than emergencies are prohibited.

Public Areas

At The Massry Residence, we place an emphasis on the importance of having common areas to socialize and to enjoy special activities. We encourage residents to enjoy themselves. These common areas are designed to be your home. There are no designated hours, so feel free to use them at your convenience. Please help us keep these areas clean by disposing of used paper products, plastic utensils and tissue in waste receptacles.

Regulations

The Massry Residence is licensed by the New York State Department of Health and, as such, is subject to Department of Health's regulations for Assisted Living Residences. A copy of The Massry's most recent inspection report by the Department of Health is posted at the main reception area for your review at any time.

Security Cameras

Security cameras are located on the premises and used for the safety of our residents and staff. They are located in the parking lot and public areas in the building.

Smoking Policy

The Massry Residence has a strict ***No Smoking Policy***.

Tipping Policy

It is the policy of The Massry Residence, under New York State Social Services Law and Regulations, to prohibit tipping or extending gratuities to any member of the staff.

Rent Adjustments

The Massry Residence is a not-for-profit community that strives to keeps prices stable. However, with upward pressures caused by increases in supplies, utilities, maintenance, medical care, food, insurance, etc., it may become necessary periodically to adjust our rents. Never taken lightly, any adjustment is made only after extensive review and approval by The Massry Residence Board of Directors. Any approved adjustments are applied on the anniversary of an individual's move-in to The Massry.

EMERGENCY/SAFETY INFORMATION

Emergency Response System

The Community is equipped with an advanced emergency call system. In case of an emergency, please activate your emergency pendant. When activated, the Resident Care staff will be contacted immediately. The building is staffed twenty-four hours a day; therefore there will always be someone standing by to answer your call.

If you need to speak with a Personal Care Assistant (PCA) directly (***and it is not an emergency***) please dial 724-3485. This connects directly to the Wellness Office.

In case of a power outage, we have an emergency generator, which will supply the emergency lighting, emergency call system, and telephone service. This includes emergency power to hallway lights, common area, some hallway electrical outlets and the East Wing elevator.

Fire Safety

Automatic sprinkler and heat activated alarm systems have been installed in all areas of the community to provide protection for you and the staff. The design and construction of this building was approved in advance by the state and the local Fire Marshal. The local Fire Department will make

periodic inspections to help us maintain a high degree of fire prevention and protection.

The Community has been designed and built in compliance with the applicable fire codes. Each apartment has individual sprinklers for your protection. Fire extinguishers are located at strategic points throughout the building and fire alarms are located in each hallway. Please familiarize yourself with the location of these fire alarms. Please remember that all emergency exits on all floors are clearly marked and are found near each end of the building on each floor.

The Community is your home and we appreciate your using the usual fire prevention practices. Please do not store flammable materials in your apartment. Furthermore, you are obligated to comply with any request by our insurers and you may not take any action that violates or may violate our insurance policies.

Upon arrival, a staff member will review and explain the Emergency Evacuation Procedures with each new resident. In addition, fire drills or safety training exercises are performed every six (6) months. Attendance is mandatory.

Medical Emergencies

Should you have a medical emergency, please contact the Receptionist Desk as soon as possible. Resident Care will assess the situation and should you require a hospital visit, you will be sent to an Albany hospital of your choice or in the case of a life-threatening emergency, the closest available hospital as directed by the Emergency Medical Technicians.

Mealtime Reminders & Safety Checks

As an added reassurance and safety measure, The Massry Residence has established its Mealtime Reminder & Safety Check Program. The Massry food service staff keeps track of all who come to the dining room for breakfast, lunch and dinner. This verifies that you were seen at that meal. (Should you need room service due to illness, your name is also checked on the list.) Before the meal is finished, the list of those who did not come to the

meal (or have eaten in their room) goes to the Receptionist who notifies Resident Care. A Resident Care representative will then go to the apartments of these residents to make sure that they are okay and, also, that they are not accidentally napping through the meal. When you are planning to be away for a meal, please notify the Receptionist so that your name can be checked off on the meal list.

Keys and Safes

At the time of move in, each resident will be provided with two keys to their residence, which also opens their personal mailbox and all exterior doors of The Massry Residence. Residents shall not alter their door locks or keys. No copies of any facilities keys shall be made without prior approval of the Executive Director.

In the event you are locked out of your apartment, or if you have misplaced your key, please contact the Receptionist and someone will unlock your apartment. There will be a fee charged to replace a missing key.

A safe has also been provided for your convenience in your apartment to store your valuables. It is located in your walk-in bedroom closet.

Instructions to operate the safe are on the front of the safe itself. We encourage you to use your safe for personal papers, jewelry and your wallet.

COMMUNITY POLICIES

1. The apartment must be kept clean, sanitary and free from objectionable odor.

2. No littering of papers, cigarette butts, or trash is allowed. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulations.

3. Garbage should not be allowed to accumulate. Contact the Building Services Department for items too large to fit in the trash containers. Trash will be retrieved daily (see Housekeeping page 11).

4. Entrance doors, hallways, walks, lawns, elevators and other public areas shall not be obstructed. No personal belongings may be placed in halls, stairways, or about the building.

5. Residents agree to abide by the parking regulations established by the Executive Director. If the Executive Director has designated parking spaces for residents to park, the resident agrees to park only in those spaces. Non-operative vehicles are not permitted on the premises. Any non-operative vehicle may be removed by management at the expense of resident.

6. No apartment alterations or improvements may be made by the resident without the consent of the Executive Director.

7. Insurance coverage maintained by the Community does not protect residents from loss of personal property by theft, fire, water damage, etc. Each resident is strongly advised to obtain renter's insurance protecting his or her personal property.

8. If someone is to enter a resident's apartment during the resident's absence, the resident shall give the Executive Director permission to do so in writing.

9. Residents are prohibited from adding, changing or in any way altering locks in the apartment.

10. All musical instruments, television sets, stereos, radios, etc. are to be played at a volume that will not disturb other persons. The resident shall not make or allow any disturbing noises in the apartment.

11. Physically or verbally abusive contact with The Massry staff is prohibited. If a resident strikes a staff member or is verbally abusive, they will receive a warning from the Executive Director. A second incident may result in the resident being issued a 30-day Notice of Termination.

Grievance Procedure

Residents have the right to present grievances or recommendations on their behalf or that of other Residents to the internal grievance procedure outlined below, or to the Department of Health, other government officials, or any other parties without fear of reprisal or punishment. Anonymous grievances may also be submitted. If Residents are dissatisfied with any aspect of their care or services, the following internal grievance procedures are available:

Step 1

Residents should request a meeting with the Executive Director. It is hoped that most issues will be resolved at this meeting. A written report will be made of the complaint and a response will be made within seven (7) working days.

Step 2

If the issue is not resolved to your satisfaction, Residents may request a meeting with the CEO, who functions as the final decision maker for the Community, and whose decision represents the culmination of the internal grievance process. A final report will be written and given to the Resident within ten (10) working days of the meeting with the CEO.

The Community will also arrange for the confidential submission of grievances and recommendations if requested. There will also be a "Confidential Concerns" box for Residents in the Residents' Mail-room. These concerns will be addressed at the Residents' monthly meeting.

If at any time a Resident requires assistance in resolving a problem from someone outside of the Community, they may contact a service agency of their choice. Below is a list of agencies which can assist you with addressing your grievances.

** For Other Resources, please contact the Case Manager or Executive Director**

Albany County

NYS DOH – Capital District Regional Office
Adult Care Facility/Assisted Living Surveillance
875 Central Avenue
Albany, N.Y. 12206
(518) 408-5287
Adult Home Complaint Hotline: 1-866-893-6772

Long Term Care Ombudsman Catholic Charities Senior Caregiver Support Services
1462 Erie Blvd 2nd Floor Schenectady, NY 12305
518-372-5667

Albany County Dept. of Social Services
162 Washington Ave.
Albany, NY 12210
P: (518) 447-7300
F: (518) 447-7722

Legal Aid Society of Northeastern NY (Albany Office)
(Serving Albany, Columbia, Green, Rensselaer and Schenectady Counties)
95 Central Avenue
Albany, NY 12206
1-800-462-2922
P: (518) 462-6765
F: (518) 427-8352

Rensselaer County

Rensselaer County Dept. of Social Services
127 Bloomingrove Drive
Troy, NY 12180
P: (518) 833-6000
F: (518) 833-6186

Legal Aid Society of Northeastern NY (Albany Office)
(Serving Albany, Columbia, Green, Rensselaer and Schenectady Counties)
95 Central Avenue
Albany, NY 12206
1-800-462-2922
P: (518) 462-6765
F: (518) 427-8352

Saratoga County

Saratoga County Dept. of Social Services
County Complex
152 West High Street
Ballston Spa, NY 12020 P:
(518) 884-4140
F: (518) 884-4199

Legal Assistance
Legal Aid Society of Northeastern New York (Saratoga Springs Office) 40 New Street
Saratoga Springs, NY 12866 P:
(518) 587-5188
F: (518) 587-4058

Schenectady County

Schenectady County Department of Social Services

797 Broadway # 301
Schenectady, NY 12305
P: (518) 388-4470
F: (518) 388-4644

Legal Aid Society of Northeastern NY (Albany Office)
(Serving Albany, Columbia, Green, Rensselaer and Schenectady Counties)
95 Central Avenue
Albany, NY 12206
1-800-462-2922
P: (518) 462-6765
F: (518) 427-8352

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS JR DATE 2/22/19

EXHIBIT XV

Rights and Responsibilities of Residents in Assisted Living Residences

Resident's rights and responsibilities shall include, but not be limited to the following:

(A) Every resident's participation in assisted living shall be voluntary, and prospective residents shall be provided with sufficient information regarding the residence to make an informed choice regarding participation and acceptance of services;

(B) Every resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed;

(C) Every resident shall have the right to have private communications and consultation with his or her physician, attorney, and any other person;

(D) Every resident, resident's representative and resident's legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residence's staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the residence to work for improvements in resident care;

(E) Every resident shall have the right to manage his or her own financial affairs;

(F) Every resident shall have the right to have privacy in treatment and in caring for personal needs;

(G) Every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;

(H) Every resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as-needed basis;

(I) Every resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the operator or any person affiliated with the operator;

(J) Every resident shall have the right not to be coerced or required to perform work of staff members or contractual work;

(K) Every resident shall have the right to have security for any personal possessions if stored by the operator;

(L) Every resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided that an operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a resident who has been fully informed of the consequences of such refusal;

(M) Every resident and visitor shall have the responsibility to obey all reasonable regulations of the residence and to respect the personal rights and private property of the other residents;

(N) Every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident in any report of such accident or incident;

(O) Every resident shall have the right to receive visits from family members and other adults of the resident's choosing without interference from the assisted living residence; and

(P) Every resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, that if a resident, resident representative or legal representative agrees in writing to a specific rate or fee increase through an amendment of the residency agreement due to the resident's need for additional care, services or supplies, the operator may increase such rate or fee upon less than forty-five days written notice.

Waiver of any of these resident rights shall be void. A resident cannot lawfully sign away the above-stated rights and responsibilities through a waiver or any other means.

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum ("Addendum") to a Residency Agreement made between The Massry Residence at Daughters of Sarah (the "Operator"), and _____, (the "Resident or "You") _____,(the "Resident's Representative"),_____and , (the "Resident's Legal Representative"). Such Residency Agreement is dated_____.

This Addendum adds new sections and amends, if any, only the sections specified in this Addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with that Agreement. This Addendum must be attached to the Residency Agreement between the parties.

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at The Massry Residence at Daughters of Sarah, 182 Washington Avenue Ext., Albany, New York 12203 (the "Residence").

II. Physician Report

You have submitted to the Operator a written report from Your physician, which report states that:

a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence; and

b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

You have requested to become a Resident at this Enhanced Assisted Living Residence, and the Operator has accepted Your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EALR Exhibit 1 and made a part of this Agreement is a written description of:

- Services to be provided in the Enhanced Assisted Living Residence;
- Staffing levels;
- Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and
- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.

V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Residence. If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24-Hour Skilled Nursing or Medical Care is Needed

If You reach the point where You are in need of 24-hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND

b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND

c. The Operator agrees to retain You as Resident and to coordinate the care provided by the Operator and the additional nursing, medical or hospice staff; AND

d. You are otherwise eligible to reside at the Residence.

VII. Addendum Agreement Authorization

We, the undersigned, have read this Addendum, 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: _____ By: _____ Title: _____
(Signature of Operator or the Operator's Representative)

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS JR DATE 2/22/19

EALR EXHIBIT 1
To

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM

Services and Staffing:

Services provided to Enhanced ALR residents:

Assist with Changing a Clean Dressing
Assist a Resident with an Oxygen Concentrator
Assist a Resident with a Portable Oxygen Cylinder
Assist a Resident with Changing a Portable Oxygen Cylinder
One Assist Transfer with Gait Belt
One-Person Assist with Sit-to-Stand Transfer
One-Person Assist with Ambulation
Wheelchair Transfer/Escort in Wheelchair
Urinary Catheter: Leg Bags
Assisting a Resident with Changing an Ostomy Pouch
Assisting a Resident with Emptying an Ileostomy or Colostomy Pouch
Assisting Resident Who is Unable to Ask for PRN Medications

Staffing:

A Registered Nurse (RN) will be on duty 8 hours a week and on call 24 hours a day. The RN will focus on doing assessments and care plans of the residents in the EALR and overseeing the LPNs, HHAs, and other staff.

Licensed Practical Nurses (LPN) are on staff as follows for the ALR and EALR:
7:00 AM-3:00 PM – 1 LPN
3:00 PM -11:00PM – 1 LPN
11:00PM-7:00AM – 1 LPN

Certified Home Health Aides (CHHA) are on staff as follows for the ALR and EALR:
7:00 AM-3:00 PM – 2 CHHAs
3:00 PM-11:00 PM – 1 CHHA
11:00PM-7:00 AM – 1 CHHA

Environmental Modifications:
No modifications to the existing building are required to service an enhanced ALR resident, yet if any Department of Health approved modifications are made, these will be listed below.

_____
_____
_____

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS JR DATE 2/22/19

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

TABLE OF CONTENTS

INTRODUCTION

This consumer information guide will help you decide if an assisted living residence is right for you and, if so, which type of assisted living residence (ALR) may best serve your needs.

There are many different housing, long-term care residential and community based options in New York State that provide assistance with daily living. The ALR is just one of the many residential community-based care options.

The New York State Department of Health's (DOH) website provides information about the different types of long-term care at www.nyhealth.gov/facilities/long_term_care/ .

More information about senior living choices is available on the New York State Office for the Aging website at www.aging.ny.gov/ResourceGuide/Housing.cfm .

A glossary for definitions of terms and acronyms used in this guide is provided on pages 10 and 11.

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

An Assisted Living Residence is a certified adult home or enriched housing program that has additionally been approved by the DOH for licensure as an ALR. An operator of an ALR is required to provide or arrange for housing, twenty-four hour on-site monitoring, and personal care services and/or home care services in a home-like setting to five or more adult residents.

ALRs must also provide daily meals and snacks, case management services, and is required to develop an individualized service plan (ISP). The law also provides important consumer protections for people who reside in an ALR.

ALRs may offer each resident their own room, a small apartment, or a shared space with a suitable roommate. Residents will share common areas, such as the dining room or living room, with other people who may also require assistance with meals, personal care and/or home care services.

The philosophy of assisted living emphasizes personal dignity, autonomy, independence, privacy, and freedom of choice. Assisted living residences should facilitate independence and helps individuals to live as independently as possible and make decisions about how they want to live.

WHO OPERATES ALRs?

ALRs can be owned and operated by an individual or a for-profit business group or corporation, a not-for-profit organization, or a government agency.

PAYING FOR AN ALR

It is important to ask the ALR what kind of payment it accepts. Many ALRs accept private payment or long term care insurance, and some accept Supplemental Security Income (SSI) as the primary method of payment. Currently, Medicaid and Medicare will NOT pay for residing in an ALR, although they may pay for certain medical services received while in the ALR.

Costs vary among ALRs. Much of the variation is due to the types and level of services provided and the location and structure of the residence itself.

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

There are three types of ALRs: Basic ALRs (ALR), Enhanced ALRs (EALR), and Special Need ALRs (SNALR). The services provided, offered or permitted vary by type and can vary from residence to residence. Prospective residents and their representatives should make sure they understand the type of ALR, and be involved in the ISP process (described below), to ensure that the services to be provided are truly what the individual needs and desires.

Basic ALR: A Basic ALR takes care of residents who are medically stable. Residents need to have an annual physical exam, and may need routine medical visits provided by medical personnel onsite or in the community.

Generally, individuals who are appropriately served in a Basic ALR are those who:

- Prefer to live in a social and supportive environment with 24-hour supervision;
- Have needs that can be safely met in an ALR;
- May be visually or hearing impaired;
- May require some assistance with toileting, bathing, grooming, dressing or eating;
- Can walk or use a wheelchair alone or occasionally with assistance from another person, and can self-transfer;
- Can accept direction from others in time of emergency;
- Do not have a medical condition that requires 24-hour skilled nursing and medical care; or
- Do not pose a danger to themselves or others.

The Basic ALR is designed to meet the individual's social and residential needs, while also encouraging and assisting with activities of daily living (ADLs). However, a licensed ALR may also be certified as an Enhanced Assisted Living Residence (EALR) and/or Special Needs Assisted Living Residence (SNALR) and may provide additional support services as described below.

Enhanced ALR (EALR): Enhanced ALRs are certified to offer an enhanced level of care to serve people who wish to remain in the residence as they have age-related difficulties beyond what a Basic ALR can provide. To enter an EALR, a person can "age in place" in a Basic ALR or enter directly from the community or another setting. If the goal is to "age-in-place," it is important to ask how many beds are certified as enhanced and how your future needs will be met.

People in an Enhanced ALR may require assistance to get out of a chair, need the assistance of another to walk or use stairs, need assistance with medical equipment, and/or need assistance to manage chronic urinary or bowel incontinence.

An example of a person who may be eligible for the Enhanced ALR level of care is someone with a condition such as severe arthritis who needs help with meals and walking. If he or she later becomes confined to a wheelchair and needs help transferring, they can remain in the Enhanced ALR.

The Enhanced ALR must assure that the nursing and medical needs of the resident can be met in the facility. If a resident comes to need 24-hour medical or skilled nursing care, he/she would need to be transferred to a nursing facility or hospital unless all the criteria below are met:

a) The resident hires 24-hour appropriate nursing and medical care to meet their needs;

b) The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR;

c) The operator agrees to provide services or arrange for services and is willing to coordinate care; and

d) The resident agrees with the plan.

Special Needs ALR (SNALR): Some ALRs may also be certified to serve people with special needs, for example Alzheimer's disease or other types of dementia. Special Needs ALRs have submitted plans for specialized services, environmental features, and staffing levels that have been approved by the New York State Department of Health.

The services offered by these homes are tailored to the unique needs of the people they serve. Sometimes people with dementia may not need the more specialized services required in a Special Needs ALR, however, if the degree of dementia requires that the person be in a secured environment, or services must be highly specialized to address their needs, they may need the services and environmental features only available in a Special Needs ALR. The individual's physician and/or representative and ALR staff can help the person decide the right level of services.

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes

may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

	ALR	EALR	SNALR
Provides a furnished room, apartment or shared space with common shared areas	X	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities	X	X	X
Periodic medical visits with providers of resident choice are arranged	X	X	X
Medication management assistance	X	X	X
24 hour monitoring by support staff is available on site	X	X	X
Case management services	X	X	X
Individualized Service Plan (ISP) is prepared	X	X	X
Assistance with walking, transferring, stair climbing and descending stairs, as needed, is available		X	
Intermittent or occasional assistance from medical personnel from approved community resources is available	X	X	X
Assistance with durable medical equipment (i.e., wheelchairs, hospital beds) is available			X
Nursing care (i.e. vital signs, eye drops, injections, catheter care, colostomy care, wound care, as needed) is provided by an agency orfacility staff		X	
Aging in place is available, and, if needed, 24 hour skilled nursing and/or medical care can be privately hired		X	
Specialized program and environmental modifications for individuals with dementia or other special needs			X

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before making a decision to apply for residence. Look around, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.
Ask to examine an "open" or "model" unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available or can be installed. Remember charges may be added for any special modifications requested.

It is important to keep in mind what to expect from a residence. It is a good idea to prepare a list of questions before the visit. Also, taking notes and writing down likes or dislike about each residence is helpful to review before making a decision.

THINGS TO CONSIDER: When thinking about whether a particular ALR or any other type of community-based housing is right, here are some things to think about before making a final choice.

Location: Is the residence close to family and friends?

Licensure/Certification: Find out the type of license/certification a residence has and if that certification will enable the facility to meet current and future needs.

Costs: How much will it cost to live at the residence? What other costs or charges, such as dry cleaning, cable television, etc., might be additional? Will these costs change?

Transportation: What transportation is available from the residence? What choices are there for people to schedule outings other than to medical appointments or trips by the residence or other group trips? What is within safe walking distance (shopping, park, library, bank, etc.)?

Place of worship: Are there religious services available at the residence? Is the residence near places of worship?

Social organizations: Is the residence near civic or social organizations so that active participation is possible?

Shopping: Are there grocery stores or shopping centers nearby? What other type of shopping is enjoyed?

Activities: What kinds of social activities are available at the residence? Are there planned outings which are of interest? Is participation in activities required?

Other residents: Other ALR residents will be neighbors, is this a significant issue or change from current living arrangement?

Staff: Are staff professional, helpful, knowledgeable and friendly?

Resident Satisfaction: Does the residence have a policy for taking suggestions and making improvements for the residents?

Current and future needs: Think about current assistance or services as well as those needed in several years. Is there assistance to get the services needed from other agencies or are the services available on site?

If the residence offers fewer Special Needs beds and/or Enhanced Assisted Living beds than the total capacity of the residence, how are these beds made available to current or new residents? Under what conditions require leaving the residence, such as for financial or for health reasons? Will room or apartment changes be required due to health changes? What is the residence's policy if the monthly fee is too high or if the amount and/or type of care needs increase?

Medical services: Will the location of the facility allow continued use of current medical personnel?

Meals: During visit, eat a meal. This will address the quality and type of food available. If, for cultural or medical reasons, a special diet is required, can these types of meals be prepared?

Communication: If English is not the first language and/or there is some difficulty communicating, is there staff available to communicate in the language necessary? If is difficulty hearing, is there staff to assist in communicating with others?

Guests: Are overnight visits by guests allowed? Does the residence have any rules about these visits? Can a visitor dine and pay for a meal? Is there a separate area fo.. r private meals or gatherings to celebrate a special occasion with relatives?

WHO CAN HELP YOU CHOOSE AN ALR? When deciding on which ALR is right, talk to family members and friends. If they make visits to the residences, they may see something different, so ask for feedback.

Physicians may be able to make some recommendations about things that should be included in any residence. A physician who knows about health needs and is aware of any limitations can provide advice on your current and future needs.

Before making any final decisions, talking to a financial advisor and/or attorney may be appropriate. Since there are costs involved, a financial advisor may provide information on how these costs may affect your long term financial outlook. An attorney review of any documents may also be valuable. (e.g., residency agreement, application, etc.).

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

An evaluation is required before admission to determine eligibility for an ALR. The admission criteria can vary based on the type of ALR. Applicants will be asked to provide results of a physical exam from within 30 days prior to admission that includes a medical, functional, and mental health assessment (where appropriate or required). This assessment will be reviewed as part of the Individualized Service Plan (ISP) that an ALR must develop for each resident.

The ISP is the "blueprint" for services required by the resident. It describes the services that need to be provided to the resident, and how and by whom those services will be provided. The ISP is developed when the resident is admitted to the ALR, with the input of the resident and his or her representative, physician, and the home health care agency, if appropriate. Because it is based on the medical, nutritional, social and everyday life needs of the individual, the ISP must be reviewed and revised as those needs change, but at least every six months.

APPLYING TO AN ALR

The following are part of entering an ALR:

An Assessment: Medical, Functional and Mental: A current physical examination that includes a medical, functional and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required form.

An application and any other documents that must be signed at admission (get these from the residence). Each residence may have different documents. Review each one of them and get the answers to any questions.

Residency Agreement (contract): All ALR operators are required to complete a residency agreement with each new resident at the time of admission to the ALR. The ALR staff must disclose adequate and accurate information about living in that residence. This agreement determines the specific services that will be provided and the cost. The residency agreement must include the type of living arrangements agreed to (e.g., a private room or apartment); services (e.g., dining, housekeeping); admission requirements and the conditions which would require transfer; all fees and refund policies; rules of the residence, termination and discharge policies; and resident rights and responsibilities.

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department's website at:
http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf.

Review the residency agreement very carefully. There may be differences in each ALR's residency agreement, but they have to be approved by the Department. Write down any questions or concerns and discuss with the administrator of the ALR. Contact the Department of Health with questions about the residency agreement. (See number under information and complaints)

Disclosure Statement: This statement includes information that must be made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services. The disclosure statement should be reviewed carefully.

Financial Information: Ask what types of financial documents are needed (bank statements, long term care insurance policies, etc.). Decide how much financing is needed in order to qualify to live in the ALR. Does the residence require a deposit or fee before moving in? Is the fee refundable, and, if so, what are the conditions for the refund?

Before Signing Anything: Review all agreements before signing anything. A legal review of the documents may provide greater understanding. Understand any long term care insurance benefits. Consider a health care proxy or other advance directive, making decision about executing a will or granting power of attorney to a significant other may be appropriate at this time.

Resident Rights, Protection, and Responsibilities: New York State law and regulations guarantee ALR residents' rights and protections and define their responsibilities. Each ALR operator must adopt a statement of rights and responsibilities for residents, and treat each resident according to the principles in the statement. For a list of ALR resident rights and responsibilities visit the Department's website at http://www.nyhealth.gov/facilities/assisted living/docs/resident rights.pdf. For a copy of an individual ALR's statement of rights and responsibilities, ask the ALR.

LICENSING AND OVERSIGHT

ALRs and other adult care facilities are licensed and inspected every 12 to 18 months by the New York State Department of Health. An ALR is required to follow rules and regulations and to renew its license every two years. For a list of licensed ALRs in NYS, visit the Department of Health's website at www.nyhealth.gov/facilities/assisted living/licensed programs residences.htm.

INFORMATION AND COMPLAINTS

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871.

Glossary of Terms Related to Guide

Activities of Daily Living (ADL): Physical functions that a person performs every day that usually include dressing, eating, bathing, toileting, and transferring.

Adult Care Facility (ACF): Provides temporary or long-term, non-medical, residential care services to adults who are to a certain extent unable to live independently. There are five types of adult care facilities: adult homes, enriched housing programs, residences for adults, family-type homes and shelters for adults. Of these, adult homes, enriched housing programs, and residences for adults are overseen by the Department of Health. Adult homes, enriched housing programs, and residences for adults provide long-term residential care, room, board, housekeeping, personal care and supervision. Enriched housing is different because each resident room is an apartment setting, i.e. kitchen, larger living space, etc. Residences for adults provide the same services as adult homes and enriched housing except for required personal care services.

Adult Day Program: Programs designed to promote socialization for people with no significant medical needs who may benefit from companionship and supervision. Some programs provide specially designed recreational and therapeutic activities, which encourage and improve daily living skills and cognitive abilities, reduce stress, and promote capabilities.

Adult Day Health Care: Medically-supervised services for people with physical or mental health impairment (examples: children, people with dementia, or AIDS patients). Services include: nursing, transportation, leisure activities, physical therapy, speech pathology, nutrition assessment, occupational therapy, medical social services, psychosocial assessment, rehabilitation and socialization, nursing evaluation and treatment, coordination of referrals for outpatient health, and dental services.

Aging in Place: Accommodating a resident's changing needs and preferences to allow the resident to remain in the residence as long as possible.

Assisted Living Program (ALP): Available in some adult homes and enriched housing programs. It combines residential and home care services. It is designed as an alternative to nursing home placement for some people. The operator of the assisted living program is responsible for providing or arranging for resident services that must include room, board, housekeeping, supervision, personal care, case management and home health services. This is a Medicaid funded service for personal care services.

Disclosure Statement: Information made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services.

Health Care Facility: All hospitals and nursing homes licensed by the New York State Department of Health.

Health Care Proxy: Appointing a health care agent to make health care decisions for you and to make sure your wishes are followed if you lose the ability to make these decisions yourself.

Home Care: Health or medically related services provided by a home care services agency to people in their homes, including adult homes, enriched housing, and ALRs. Home care can meet many needs, from help with household chores and personal care like dressing, shopping, eating and bathing, to nursing care and physical, occupational, or speech therapy.

Instrumental Activities of Daily Living (IADL's): Functions that involve managing one's affairs and performing tasks of everyday living, such as preparing meals, taking medications, walking outside, using a telephone, managing money, shopping and housekeeping.

Long Term Care Ombudsman Program: A statewide program administered by the New York State Office for the Aging. It has local coordinators and certified ombudsmen who help resolve problems of residents in adult care facilities, assisted living residences, and skilled nursing facilities. In many cases, a New York State certified ombudsman is assigned to visit a facility on a weekly basis.

Monitoring: Observing for changes in physical, social, or psychological well being.

Personal Care: Services to assist with personal hygiene, dressing, feeding, and household tasks essential to a person's daily living.

Rehabilitation Center: A facility that provides occupational, physical, audiology, and speech therapies to restore physical function as much as possible and/or help people adjust or compensate for loss of function.

Supplemental Security Income (SSI): A federal income supplement program funded by general tax revenues (not Social Security taxes). It is designed to help aged, blind, and disabled people, who have little or no income; and it provides cash to meet basic needs for food, clothing and shelter. Some, but not all, ALRs may accept SSI as payment for food and shelter services.

Supervision: Knowing the general whereabouts of each resident, monitoring residents to identify changes in behavior or appearance and guidance to help residents to perform basic activities of daily living.

State of New York
Department of Health

1505

12/10