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MORGAN ESTATES ASSISTED LIVING RESIDENCE

Residency Agreement

Model Residency Agreement

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RESIDENCY AGREEMENT

A. This agreement is made between Peter S. Bruckel the “Operator”,

“Resident” or “You”

“Resident’s Representative”

“Resident’s Legal Representative”

RECITALS

- A.** The Operator is licensed by the New York State Department of Health to operate at 4588 *Morgan View Road, Geneseo, New York 14454* an Assisted Living Residence (“The Residence”) known as Morgan Estates and as an Adult Home. The Operator is also certified to operate, at this location, as an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence.
- B.** You have requested to become a Resident at The Residence and the Operator has accepted your request.

I. HOUSING ACCOMODATIONS AND SERVICES

Beginning on __ ____, (*Insert beginning date of residency*) 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 Room** – You may occupy and use a standard size private (), semi-private (), two (2) room suite (), or large private room (), or the room/unit identified on Exhibit I. A. 1., subject to the terms of this Agreement.
2. **Common Area** – You will be provided with the opportunity to use the general-purpose rooms at the Residence such as lounges, libraries, exercise room and chapel. You will be able to use the common areas at the Community between the hours of 9am and 8pm for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use
3. **Furnishings/Appliances Provided by the Operator** – Attached as Exhibit I. A. 3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your room.
4. **Furnishings/Appliances Provided by You** – Attached as Exhibit I. A. 4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.).

B. BASIC SERVICES

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

1. **Meals and Snacks** – Three (3) nutritionally well-balanced meals per day and three (3) snacks per day are included in Your Basic Rate. Snacks are available 24/7 in the facility’s Café, and beverages are available 24/7 by staff request. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Regular Diet , Limited Carbohydrate Diet, and No Free Salt Diet .
2. **Activities** – The Operator will provide an organized and diverse 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.

Housekeeping Resident rooms are scheduled to be cleaned once per week unless otherwise determined by housekeeping staff / administration, or requested by resident / resident representative services.

3. **Linen Service** – Provided (towels and washcloths; one (1) pillow, one (1) pillowcase, one (1) blanket, two (2) bed sheets, one (1) bedspread, window treatment; all clean and in good condition).

Laundry of Your Personal Washable Clothing Weekly Laundering of washable personal clothing.

4. **24-hour Supervision**– The Operator will provide appropriate staff on-site 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.
5. **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.
6. **Personal Care** – Personal care services available to all ALR residents will include up to 3.75 hours per week of direction and some assistance with grooming, dressing, bathing, toileting, walking and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of monthly weights. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Personal care services provided in excess of 3.75 hours/week may require that the resident pay a higher monthly fee. Detailed fees are included in Exhibit III.A. of this Agreement's rate or fee schedule.
7. **Development of Individualized Service Plan** – *(Including initial development and ongoing review and revision every 6 months or as often as necessary)* : An Individualized Service Plan will be developed to address the resident's needs This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

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. Such Exhibit will be updated as frequently as necessary.

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

Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section I.B. are included in a single fee, or a tiered fee basis, where charges for Basic Services in Section I.B. are determined by the type of services provided or the number of hours of care provided. This is referred to as the "Basic Rate". This Residence operates with

a tiered fee Basic Rate. Exhibit III. A. describes the types of services provided and the fees for each tier of care.

B. SUPPLEMENTAL SERVICES, SUPPLIES, AMENITIES, AND ADDITIONAL OR COMMUNITY FEES

- The Residency Agreement includes a description of supplemental and additional fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees or charges.
- 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. Any charges for supplemental fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. An additional fee can be charged if included in the fee schedule and selected by the resident. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (*See section III. E.*).
- 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 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 Morgan Estates or to reject the Community fee and thereby reject the residency at Morgan Estates. The Community fee and conditions of refund are attached as Exhibit III B of this agreement.

C. RATE OR FEE SCHEDULE

Attached as Exhibit III. C. and made a part of this Agreement is a rate or fee schedule, covering both the basic Rate and any additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

D. BILLING AND PAYMENT TERMS

Payment is due by the 5th of the month and shall be delivered to the business office by hand mail or U.S. Mail.

1. The Resident and/or the Resident's Representative agree to make timely monthly payments to the Residence. Charges for services are payable monthly in advance. Monthly bills are mailed each month by the 25th of the month for the following month. Payments are due no later than the 5th of the month. A late charge of 1.5% per month for the amount overdue will be charged. The late charge will be based on the total amount which is overdue and will not be prorated. The Residence reserves the right to charge the Resident and/or the Resident's Representative for the cost to repair or replace carpeting, furniture, fixtures, and other Residence property which has been intentionally damaged or has been damaged beyond ordinary wear and tear. The resident may appeal such charges by meeting with the Administrator to review the Room Condition Report sheets which are completed at the time of admission and at discharge. After discussion, an equitable settlement will be reached.
2. In the event the Resident, Resident's Representative or Resident's legal representative is no longer able to pay for services provided in this agreement or additional services or care

needed by the Resident, the Operator may issue a notice of termination, as more fully described in Section XIII. .

E. ADJUSTMENTS TO BASIC RATE OR ADDITIONAL/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.
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.

F. 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*). The maximum length of time the space will be reserved is until discharge. 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

1. Upon termination of this agreement or at the time of your discharge, but in no case more than three (3) business days after your discharge, 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 Morgan Estates Assisted Living, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any, and any property or things of value held in trust or custody by the operator under Section V of this agreement.
2. The Operator shall also return to You any money that comes into Operator's possession after your discharge by forwarding such funds to You . The Operator shall contact you to retrieved any property or items of value that come into possession of the Operator after Your discharge or transfer and allow You a least (3) days to pick up such items..
3. If you die, the Operator must turn over your property to the legally authorized Representative of Your estate.
4. 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

1. Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law. 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 (DOH-5195) with You or Your Representative.
2. You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety New Assistance (SNA) funds. SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at <https://otda.ny.gov/programs/disabiity-determinations/> SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at <https://otda.ny.gov/programs/temporaryassistance/>.
3. 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 _____

4. 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 New Assistance (SNA) personal allowance requirements.

X. ADMISSION AND RETENTION CRITERIA FOR AN ASSISTED LIVING RESIDENCE

1. 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. An Operator shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state and local laws.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to 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.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in the Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
7. Enhanced Assisted Living Care is provided to new and existing residents who desire to receive aging in place services in an Assisted Living Residence and who:
 - a. Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
 - b. Have chronic unmanaged urinary or bowel incontinence; or
 - c. who require EALR services offered by the community, which are listed in the EALR Addendum.
8. Enhanced Assisted Living Care may also be provided to certain new or existing residents who desire to receive aging in place services in an Assisted Living Residence and who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

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. By signing this agreement You acknowledge that you have received a copy of the Community’s Resident Handbook.

XII. RESPONSIBILITIES OF RESIDENT, RESIDENT’S REPRESENTATIVE AND RESIDENT’S LEGAL REPRESENTATIVE

- A. You, 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 payment is available under Medicare, Medicaid or other third party coverage.
 - 4. At the time of admissions 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:

to be specified at the time of signing

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

to be specified at the time of signing

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 thirty (30) days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;
- 3. Upon thirty(30) days written notice from the Operator to You, Your Representative, Your next of kin, the 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 proceeding in a court of competent jurisdiction 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 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.
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 Mogan Estates Assisted Living;
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 Morgan Estates Assisted Living to other residences or is making other provisions for the Residents' continue 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 thirty (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 thirty (30) days notice or court review, for the following reasons:

1. When You develop a communicable disease, medical or mental condition, or sustains an 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 or 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 Morgan Estates Assisted Living 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 transferred. If such hand delivery is not possible, then 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 Morgan Estates Assisted Living

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 attached as Exhibit XVI. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of Morgan Estates Assisted Living. The Operator agrees that the Residents of Morgan Estates Assisted Living 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 applicable federal and state statutes and regulations that govern the license of the

Operator shall be null and void and the terms of applicable statutes and/or regulations will control.

- 3. Waiver by the parties of any provision in this agreement that 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

(Optional) **Personal Guarantee of Payment**

Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Residency Agreement. Insert Name, personally, guarantees payment of charges for Your Basic Rate.

_____ Personally guarantees payment of charges for Your Basic Rate.

_____ Personally guarantees payment of charges for the following services, materials or equipment, provided to You, that are not covered by the Basic Rate:

_____	_____	_____
_____	_____	_____

Date

Guarantor's Signature

Guarantor's Name (Print)

(Optional) **Guarantor of Payment of Public Funds**

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (*SSI, Safety Net, Social Security, Other*), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate from wither Your Personal Funds (*other than Your Personal Needs Allowance*), or SSI, Safety Net. Social Security or other public benefits, to meet Your obligations under this Agreement.

Date

Guarantor's Signature

Guarantor's Name (*Print*)

IDENTIFICATION OF ROOM

Room Number _____

Type of Room

- ☐ Standard size private
(approx. 240sq.ft) *one bedroom / one bath* \$4000/month
- ☐ Large private
(approx. 360 sq. ft.) *studio with bedroom, living area and bath* \$6,000/month
- ☐ 2-room suite
(approx.480 sq. ft.) *two bedroom / two bath* \$7000/month
- ☐ Second Occupant
(*Additional Occupant*) \$ 3,750/month
- ☐ SNALR Standard Private
(approx. 240sq.ft) *one bedroom / one bath* \$ 5,600/month
- ☐ SNALR Large private
(approx. 360 sq. ft.) *studio with bedroom, living area and bath* \$7600/month
- ☐ SNALR Second Occupant
(*Additional Occupant*) \$5000/month

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

- Single bed with headboard, springs and mattress
- One (1) Pillow
- One (1) Pillowcase
- Two (2) Sheets
- At least One (1) Blanket
- A Bedspread
- Towels and Washcloths
- Soap and Toilet Tissue
- A chair
- A table
- Lockable Storage which cannot be removed at will for personal articles and medications
- Chest with six (6) drawers
- Bedside stand with two (2) drawers
- Table lamp
- Upholstered chair
- Small refrigerator
- Microwave oven (*If the Resident is capable of operating safely*)
- A hinged, lockable entry door;
- In the case of shared bathrooms, hinged lockable bathroom doors to ensure privacy.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Items Provided by You:

Limitations or conditions concerning what type of appliances/items are **not** permitted:

- Toasters
- Coffee makers
- Electric water pots (*for hot tea*)
- Electric irons
- Curling irons
- Electric Blankets
- Heating pads
- Candles
- Extension cords
- Electrical plug adapters
- Surge strips with more than four (4) outlets in use
- Throw rugs and bathmats without rubber backings



SUPPLEMENTAL SERVICES, SUPPLIES OR AMENITIES

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

Item	Additional Charge	Provided by
Professional Hair Services	As posted in Salon	Independent Hairdresser
Cultural/Activities Transportation	None	Morgan Estates
Local Phone Service	\$25.00 / month	Morgan Estates
Cable T.V. (if available)	\$45.00 / month	Morgan Estates
Medical Transportation: Local and Outside Geneseo, N.Y.	\$3.00 / mile \$30.00 / hour \$25.00 / hour	Provided by Morgan Estates Driver – Morgan Estates Companion – Morgan Estates (If second transport person is necessary)
Additional Personal Housekeeping	\$15.00 / ½ hour	Morgan Estates
Carpet Shampooing	\$40.00 / room	Morgan Estates
Returned Check Fee	\$25.00 / check	Morgan Estates
Pendant	\$125 one time \$20/month	Morgan Estates

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

At this time there are no providers offering home care or health care services under any arrangement with the Operator. The Community, however, will make every effort to assist you in obtaining appropriate home care or health care services if You so desire, and will coordinate the care provide by the operator and the additional nursing, medical and/or hospice service

DISCLOSURE STATEMENT

Peter S. Bruckel (*"The Operator"*) as operator of Morgan Estates Assisted Living Community (*"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 as Exhibit D-1 of this Agreement.
2. Peter S. Bruckel is licensed by the New York State Department of Health to operate at *4588 Morgan View Road, Geneseo, New York 14454* an Assisted Living Residence as well as an Adult Home.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:

- a) Enhanced Assisted Living services for up to a maximum of 39 persons.
- b) Special Needs Assisted Living services for up to a maximum of 18 persons.

The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs.

It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living unit (or program). If however, such units are at capacity and there are no vacancies, the Operator will assist You and

Your Representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements.

If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your room within Morgan Estates Assisted Living.

Following is a list of other health related licensure or certification status of the Operator or others providing services at Morgan Estates Assisted Living: NONE

3. The owner of the real property upon which Morgan Estates Assisted Living is located is Morgan Estates ACF, LP. The mailing address of such real property owner is *4588 Morgan View Road, Geneseo, New York 14454*. The following individual is authorized to accept personal service on behalf of such real property owner: *Jennifer Perelli, Administrator, Morgan Estates, 4588 Morgan View Road, Geneseo, New York 14454*.
4. The Operator of Morgan Estates Assisted Living is *Peter S. Bruckel, Managing Partner*. The mailing address of the Operator is *Morgan Estates, 4588 Morgan View Road, Geneseo, New York 14454*. The following individual is authorized to accept personal

service on behalf of the Operator: *Jennifer Perelli, Administrator, Morgan Estates, 4588 Morgan View Road, Geneseo, New York 14454.*

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 Morgan Estates Assisted Living.
(Not Applicable)
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 the residents of Morgan Estates Assisted Living, or the Operator.
(Not Applicable)
7. Residents may receive services from providers with whom the Operator does not have an arrangement. These services are not covered by the charges made by Morgan Estates Assisted Living and are the responsibility of the Resident.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Public funds may be available for payment for residential, supportive or home health services, including but not limited to, availability to Medicare coverage for home health services. SSI is a payment source that is accepted by some adult homes. However, due to the inadequacy of the rate paid to residents residing in Residences in upstate New York, Morgan Estates does not accept the state controlled SSI rate. Typically, sources of payments are from private resources or long term care insurance.
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 or regarding Home Care Services is 1-800-628-5972.
11. The New York State Long Term Care Ombudsman Program (*NYSLTCOP*) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the Resident. 585-244-8400 is the local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.
12. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-487 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

TIERED FEE ARRANGEMENTS

A Flex Assessment is used to evaluate the care needed by the resident and to determine the level of payment that will be charged for services.

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as monthly weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), medication acquisition, storage and disposal, and assistance with self-administration of medication. As an Adult Home Resident, You will be provided a minimum of three and three-quarter (3.75) hours per week of Personal Care.

A tiered rate approach allows residents who have minimal care needs to pay a base rate. Residents who have additional care needs are charged at a higher rate. This arrangement provides residents with a fair and reasonable rate structure and gives management a method to determine the appropriate level or tier. Tiered Fees are determined by evaluating your needs and assigning points to each need. *Either ALR or SNALR Standard Care is provided to all residents without an additional charge, ensuring that each resident receives up to 3.75 hours of Personal Care before application of any tiered fee.*

The tiers of service for **Assisted Living Residence (ALR)** and the types of service provided are as follows:

ALR-Standard Care – Base level rate. (0-9 Points, includes up to 3.75 hours of care)

Services under this tier include minimal supervision and assistance. Services could include weekly housekeeping, weekly linen change, weekly laundry, reminders to complete ADL's, standard three times daily medication management, bathing set-up, dressing set-up, grooming set-up, routine skin care.

ALR-Tier I Plus (10-27 Points)

Services under this tier include intermittent supervision and assistance. Services could include weekly housekeeping, weekly linen change, stand by and set up with ADL's including bathing (more than once a week), dressing, grooming, standard three times daily medication management, routine skin care, toileting reminders, intermittent safety reminders, intermittent reminders due to cognitive impairment.

ALR-Tier II – Premium (28-44 Points)

Services under this tier include intermittent and continual supervision and assistance. Services could include weekly housekeeping, daily spot checks, weekly laundry, hands on assistance with ADL's including bathing more than once a week, daily dressing, daily grooming, routine skin care, hands on incontinence assistance, greater than three times daily medication management (diabetic management with staff oversight), intermittent stand by assistance with ambulation and transfers, continual reminders for safety, continual reminders due to cognitive impairment, intermittent behavior management (resistive to care), specialized diets or preferences (outside the offered diets, modified consistency)

ALR-Tier III – Premium Plus (45-61 Points)

Services under this tier include continual, consistent supervision and assistance. Weekly housekeeping, daily spot checks, weekly laundry, total incontinence management (toileting schedule, hands on assistance, frequent accidents, daily linen/laundry), greater than three times daily medication management or injections with staff oversight, continual hands-on assistance with ambulation and transfers, use of gait belt, escorts to all communal areas, hands on assistance with ADL's bathing, dressing and grooming assistance (A.M./P.M.), continual reminders and supervision for safety, continual reminders and supervision due to cognitive impairment, continual behavior management (resistive to care), specialized diets order by physician (modified diets/consistency)

The tiers of service for **Special Needs Assisted Living Residence (SNALR)** and the types of service provided are as follows:

SNALR-Standard Care (0-9 Points, includes up to 3.75 hours of care)

Services under this tier include minimal/intermittent supervision and assistance. Services could include weekly housekeeping, weekly linen change, weekly laundry, standard three times daily medication management, hands on bathing assistance (1-2 times weekly), dressing set-up, grooming set-up, intermittent reminders due to cognitive impairment, intermittent safety reminders routine skin care, occasional behavior management (weekly).

SNALR-Tier I – Plus (10-27 Points)

Services under this tier include intermittent supervision and assistance. Services could include weekly housekeeping, weekly linen change, hands on assistance with bathing (1-2 weekly), stand by assistance with dressing, grooming, standard three times daily medication management, routine skin care, toileting reminders, intermittent hands-on assist with incontinence care, intermittent safety reminders, intermittent reminders due to cognitive impairment, intermittent behavior management (daily).

SNALR-Tier II- Premium (28-44 Points)

Services under this tier include intermittent and continual supervision and assistance. Services could include weekly housekeeping, daily spot checks, weekly laundry, hands on assistance bathing more than twice a week, dressing, daily grooming, routine skin care, hands on incontinence assistance for each bathroom visit, greater than three times daily medication management, intermittent stand by assistance with ambulation and transfers, continual reminders for safety, continual reminders due to cognitive impairment, continual behavior management (multiple times a day) (resistive to care, wandering, one on one, aggression) , specialized diets or preferences (outside the offered diets, modified consistency).

SNALR-Tier III- Premium Plus (45-61 Points)

Services under this tier include continual, consistent supervision and assistance. Weekly housekeeping, daily spot checks, weekly laundry, total incontinence management (toileting schedule, hands on assistance, frequent accidents, daily linen/laundry), greater than three times daily medication management or injections with staff oversight, continual, continual hands-on assistance with ambulation and transfers, use of gait belt, escorts to all communal areas, hands on assistance bathing (unlimited), dressing and grooming assistance (A.M./P.M.), continual reminders and supervision for safety, continual reminders and supervision due to cognitive impairment, continual

behavior management (resistive to care, wandering, one on one, aggression),
 specialized diets order by physician (modified diets/consistency).

The tiers of service for **Enhanced Assisted Living Residence (EALR)** and the types of service provided by Certified / Licensed Staff are as follows:

EALR Tier I

Catheter and Colostomy care
 Applications of creams, lotions, eye drops
 Weekly injections by licensed nurse
 Continual hands-on assistance with one durable medical equipment and supplies (oxygen, c-pap, braces)
 Skilled observations ordered by medical provider and needing to be reported more than weekly (vitals BP, weights, pulse, behaviors, chronic medical conditions)

EALR Tier II

Injections daily by Licensed nurse (diabetic management)
 Medication Administration by Licensed nurse
 Dressing changes (wound care)
 Continual hands-on assistance with more than one durable medical equipment and supplies (oxygen, cpap, braces)
 Skilled observations ordered by medical provider and needing to be reported daily (vitals, BPs, weights, pulse, behaviors, chronic medical conditions)

EALR Tier III

Any 2 Services from Level 1 and/or Level 2

Assisted Living Residence (ALR):

ALR Standard Care	\$0.00 per month
ALR Tier I	\$450.00 per month
ALR Tier II	\$750.00 per month
ALR Tier III	\$1,550.00 per month

Special Needs Assisted Living Residence (SNALR):

SNALR Standard Care	\$0.00 per month
SNALR Tier I	\$525.00 per month
SNALR Tier II	\$1,275.00 per month
SNALR Tier III	\$1,650.00 per month

Enhanced Assisted Living Residence (EALR):

EALR Tier I	\$1,200.00 per month
EALR Tier II	\$1,500.00 per month
EALR Tier III	\$2,000.00 per month

ADDITIONAL OR COMMUNITY FEES

Community Fee: (one-time)

Equal to One Month's Basic Rate

The community fee is a one time fee to be paid prior to signing of this agreement. The Community fee is non-refundable except under the following circumstance: The resident's physician and evaluation has determined that the resident has needs beyond what the facility is licensed to provide. The resident will be refunded 50% of the Paid Community Fee.

RATE OR FEE SCHEDULE

RESIDENT NAME: _____

UNIT #: _____

A. Your Basic Rate (Housing Accommodations and Services + Basic Services)	\$
The Basic Rate listed above includes costs associated Housing Accommodations and Basic Services as outlined in Section 1.A and B of this Agreement. Room Type: _____	
B. Your Tiered Billing Rate	\$
Morgan Estates Assisted Living Residence ☒ does ☐ does not utilize tiered fee arrangements. The evaluation conducted has determined that the following Level of Care is appropriate to provide You with the services You need. You, Your Representative, or Your Legal Representative agree to pay the additional fee, listed above. Level of Care: _____	
C. Your EALR Services Fees	\$
You will be receiving the following EALR Services: 1. _____ \$_____/month 2. _____ \$_____/month 3. _____ \$_____/month 4. _____ \$_____/month	
D. Your Total Monthly Rate	\$

Morgan Estates Assisted Living Residence charges a one-time Community Fee, as outlined in Exhibit III.B of this Agreement, payable upon admission

Community Fee: \$ _____

Your Total Due at Move-In:	\$
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TRANSFER OF FUNDS OR PROPERTY TO OPERATOR Listed below are items (i.e. money, property or things of value) that You wish to transfer voluntarily to the Operator upon admission or at any time:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____

OPERATING CERTIFICATE NUMBER: _____

				RESIDENT NAME	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
ITEM	QUANTITY	ESTIMATED \$ VALUE (if known)	DESCRIPTION				
RESIDENT SIGNATURE		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE		DATE		
X			X				

DOH-5194 (DSS-3027) (Revised 7/78, 6/14, 10/15, 12/15)

RULES OF THE RESIDENCE

- A.** All residents must comply with NYS Department of Health rules and regulations pertaining to the Residency and those hereinafter established and provided to the resident.
- B.** Facility shall not be responsible for personal items of any kind, which have been lost, broken or otherwise misplaced.
- C.** The following items shall not be included in the charge: clothing, dry cleaning service, private TV, cable TV, private telephone, personal hygiene items, any and all medical and health services, or supplies, transportation charges, barber/beautician services, social cultural activities out of the facility which involve admission fees, sundries, and other personal goods and services not rendered or furnished by the home.
- D.** Residents agree not to bring into the building, any extension cords, small electric appliances of any sort, outlet adaptors, coffeepots, heating pads, electric blankets, etc.
- E.** Residents agree not to bring furniture on the premises unless expressly authorized by Administrator or designee. The resident representative or resident shall remove unauthorized furniture or items.
- F.** The Residency provides a smoke free environment to residents and staff. Residents agree not to smoke in his/her room. Please limit your smoking outside the facility to the designated areas.
- G.** The facility through its Administrator and/or Case Manager will refer the resident or resident's representative to the appropriate federal agency regarding Supplemental Security Income (SSI) rate as a basis for payment.
- H.** Whenever management reasonably believes the resident is in need of medical attention, management is authorized to call a resident's physician or if he/she is not available to call another physician or otherwise deal with the situation using his/her best judgment.
- I.** The visitors to the facility: All of the resident's family, guests or invitees visiting the resident for whatever reason, are required to sign the register maintained at the front desk of the facility and provide the following information:
 - Name of Visitor
 - Name of Resident
 - Time into the facility
 - Time out of the facility
- J.** The resident will be provided with one key for the residential space and in the event that the key is lost or misplaced, the resident shall pay the reasonable cost of replacing it.
- K.** Should the resident at any time plan to leave the facility for a period of twenty-four (24) hours or longer, the resident is required prior to his/her/leaving the facility to notify and inform the operator or Administrator of the date of departure and the date of return to the facility.

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 or 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 (45) 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 (45) days written notice;
- Q.** Every Resident of an Assisted Living Residence that is also certified to provide Enhanced Assisted Living and/or Special Needs Assisted Living shall have a right to be informed by the Operator, by a conspicuous posting in the Residence, on at least a monthly basis, of the then-current vacancies available, if any, under the Operator's Enhanced and/or Special Needs Assisted Living programs.

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.

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

Grievances and Recommendations:

Policy: It is the policy of Morgan Estates to receive and respond to grievances as well as recommendations for change or improvement in facility operations and programs by means of the following procedure:

1. Grievances and recommendations may be taken to:

- Administrator
- Resident Care Director
- Case Manager
- Team Leaders – LPN
- Clinical Care Coordinator - LPN

2. Residents, families, friend or Resident representatives may:

- Speak with members of administration as listed above.
- Complete a grievance form and give it to administration or place it in the suggestion box. This may be signed or unsigned. Confidentiality will be honored.
- Administration will review in a timely manner and report back to appropriate persons. Responses/issues may be addressed at resident council meetings as appropriate.

CONSUMER INFORMATION GUIDE

**CONSUMER INFORMATION GUIDE:
ASSISTED LIVING RESIDENCE**

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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.

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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.

H. 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 or facility 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 for 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

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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

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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

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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.

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SPECIAL NEEDS ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Morgan Estates (the “Operator),

“Resident” or “You”

“Resident’s Representative”

“Resident’s Legal Representative”

Such Residency Agreement is dated:

Today’s Date

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 this Agreement. This addendum must be attached to the Residency Agreement between the parties.

1. Special Needs Assisted Living Certification

The Operator is currently certified by the New York state Department of Health to provide Special Needs Assisted Living at 4588 Morgan View Road, Geneseo, New York 14454

2. Request for and Acceptance of Admission

You have requested to become a Resident at this Special Needs Assisted Living Residence (the “Residence”) and the Operator has accepted such request.

3. Specialized Programs

Specialized services to be provided in the Special Needs Residence may include but not be limited to: include daily activities tailored to challenge Residents with dementia. The activities program is supervised

Supervision and assistance with activities of daily living for individuals with memory impairment (bathing, grooming, dressing, toileting), medication assistance, routine skin care, oversight in use of medical supplies and durable medical equipment, performing simple measurements and tests, taking vital signs, obtaining medical care as required and programming designed to provide enjoyable activities for residents with memory impairment. Residents in SNALR identified as having EALR needs may receive both SNALR and EALR services.

4. Staff Qualifications and Training

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carry out the tasks that Residents require. The Residence will be staffed with direct care personnel, a program director, a qualified activities director and case manager. Other staff not specifically assigned to the Residence are available to attend to needs of Residents that arise. The staffing plan will be adjusted to meet the needs of the Residents.

Each of our personal care aides, home health aides, and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons with dementia. The training includes methods on successfully cuing such individuals to independently perform personal care tasks, coordinating care with the Resident and their family, and wandering prevention.

5. Environmental Modifications

The Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire facility is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety. Secured outdoor recreational areas are also available for Residents to safely enjoy the outdoors. The Residence has its own dining room to allow for staff to accommodate Resident’s needs and dining schedule preferences and variations.

6. Addendum Agreement Authorization.

We, the undersigned, have read this Addendum Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated: _____
Signature of Resident

Dated: _____
Signature of Resident’s Representative

Dated: _____
Signature of Resident’s Legal Representative

Dated: _____
Signature of Operator or the Operator’s Representative

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Morgan Estates (the “Operator”),

“Resident” or “You”

“Resident’s Representative”

“Resident’s Legal Representative”

Such Residency Agreement is dated:

Today’s Date

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

1. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at 4588 Morgan View Road, Geneseo, New York 14454.

2. 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 a placement in a hospital or nursing home.

3. Request for and Acceptance of Admission

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

4. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EALR #1 and made a part of this Addendum is a written description of:

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

5. 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

6. If Twenty-Four (24) Hour Skilled Nursing or Medical Care is Needed
- If you reach the point where You are in need of twenty-four (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 Your Residency 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 in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Article 28 of New York State Public Health Law or Articles 19, 31, or 32 of Mental Hygiene Law; AND

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

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

7. 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: _____

Signature of Operator or the Operator’s Representative

Services to be provided in the Enhanced Assisted Living Residence may include by not be limited to:

- medication administration
- application of creams and lotions
- dressing changes by licensed nurse
- assistance with the use durable medical equipment or supplies
- injections by a licensed nurse
- catheter / colostomy care
- skilled observations ordered by medical provider which need to be reported

Staffing Levels:

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to provide required supervision and perform all the tasks necessary to meet the Residents' needs. The enhanced program will be staffed with personal care aides and nurses to provide supervision and meet the needs of Residents at all times. The staffing plan will be adjusted to meet the needs and census of Residents enrolled in the enhanced program. There is a comprehensive activities program with an activities staff that plans and conducts activities designed to promote Residents' activity in the Residence.

Staff education, training and work experience:

- LPN – Licensed Practical Nurse in the state of New York.
- Resident Care Aides – Training and experience as a Home Health Aide or Resident Care Aide and/or successful completion of the facility Resident Care Aide Training Program. A high school diploma or equivalency and 18 years of age. Understanding and sensitivity to the needs of the elderly and individuals with memory impairment. Capable of supervising and assisting Residents with all their care needs.
- First Aide Certified

Environmental modifications and safety features:

Enhanced Assisted Living Residents will reside throughout the Residence. The entire Residence is equipped with a sprinkler system, emergency call bells in Resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety

- Delayed egress system on the SNALR Unit to ensure the safety of Residents and to prevent Residents from wandering off the Unit.
- Door monitoring system, which alerts staff when exterior doors are opened.
- Secured terraced area outside the SNALR Unit, which allows Residents to safely be outside.
- Windows with stops on the SNALR Unit to prevent full opening.

Morgan Estates Assisted Living Community Flex Assessment

Resident Name: _____

Cognition:

- 0 Oriented to self. No memory impairment
- 1 Mild memory impairment. Intermittent reminders, redirection, orientation
- 2 Moderate memory impairment. Requires reminders, redirection, and orientation daily.
- 3 Impaired memory Poor orientation. Requires frequent reminders, redirection, orientation and guidance for judgement decisions.

Behavior Management:

- 0 No assistance
- 2 Requires intermittent intervention to prevent or relieve commotion, agitation, anxiety, being resistive to care, argumentative with others.
- 4 Requires intervention weekly or more often to prevent or relieve commotion, agitation, anxiety, being resistive to care, argumentative with others.
- 6 Requires daily intervention to prevent or relieve resistance to care, commotion, agitation, anxiety, argumentative with others.

Continence/ Toileting:

- 0 Independent / Incontinent but self-managed
- 2 Requires assistance with incontinence (Staff monitors for odors, reminds and/or assists with hygiene and/or changing undergarments)/ toileting reminders.
- 3 Toilet schedule needed at least every 4 hours.
- 4 Toilet schedule needed every 2 hours or less.
- 5 Total toileting assistance which may include toileting schedule and or frequent incontinence.

Bathing:

- 0 Independent
- 1 Minimum assistance set up (Verbal reminders and bathing set up).
- 2 Moderate assistance / set up. (hands on assist in shower/ tub once or twice a week).
- 3 Moderate assistance / set up (hands on assist in shower/ tub more than twice weekly).
- 4. Heavy assistance / set up (resistive to care, requires increased staff for assistance)

Dressing:

- 0 Independent
- 1 Requires assistance with set up once per day or more.
- 2 Requires assistance with zippers, buttons, shoes, socks, or assistance with clothing selection daily.
- 3 Requires physical assistance with dressing and/or undressing once per day or more.
- 4 Requires total assistance required for dressing on daily basis.

Grooming:

- 0 Independent
- 1 Verbal reminders to shave, comb hair, brush teeth, etc.
- 2 Requires step by step verbal cueing or total assistance with at least one grooming task.
- 3 Requires assistance with all personal grooming daily.

Transfer:

- 0 Independent
- 4 Requires minimum assistance (supervision and/or reminders)
- 8 Requires moderate assistance (intermittent standby/ physical assistance).
- 12 Requires heavy assistance (Continual standby / physical assistance, gait belt)

Ambulation:

- 0 Independent
- 4 Requires minimum assistance (supervision and/or reminders)
- 8 Requires moderate assistance (intermittent assistance for escorts, difficulty maneuvering wheelchairs or walker without physical assistance).
- 12 Requires heavy assistance (continual assistance of staff to ambulate).

Medication Management:

- 0 Requires minimal medication assistance.
- 3 Requires heavy medication assistance.
- 4 Requires injection or treatment with staff oversight.

Laundry/ Housekeeping:

- 0 Once weekly laundry and housekeeping.

- 1 Requires laundry and/or housekeeping more than once weekly.
- 2 Requires laundry and/or housekeeping daily.

Laundry includes linen and/or personal laundry.

Total Score: _____

Date: _____

Evaluator’s Signature: _____

0-9 Standard Care ALR (no fee)	0-9 Standard Care SNALR (no fee)
10-27 Tier I- Plus ALR	10-27 Tier I- Plus SNALR
28-44 Tier II- Premium ALR	28-44 Tier II- Premium SNALR
45-61 Tier III- Premium Plus ALR	45-61 Tier III- Premium Plus SNALR