

RPH EAST

RESIDENCY AGREEMENT

**(Assisted Living, Special Needs Memory
Care and Enhanced Assisted Living)**

TABLE OF CONTENTS

CONTENTS	Page
I. General Provisions	4
II. Agreements	4-7
III. Disclosure Statement	8
IV. Fees	8-9
V. Refund/Return of Monies and Property	10
VI. Transfer of Funds or Property to Rochester Presbyterian Home	10
VII. Property or Items of Value held in Custody for You	10
VIII. Fiduciary Responsibility	10
IX. Tipping	11
X. Personal Allowance Accounts	11
XI. Admission and Retention Criteria for Assisted Living Residence	11-12
XII. Rules of the Residence	13
XIII. Responsibilities of Resident, Resident's Representative & Resident's Legal Representative	14
XIV. Termination & Discharge	14-15
XV. Transfer	16
XVI. Resident Rights and Responsibilities	16
XVII. Complaint Resolution	16-17
XVIII. Miscellaneous Provisions	17
XIX. Authorization agreement	18
XX. Security Deposit	19
XXI. Personal Guarantee of Payment	20

TABLE OF EXHIBITS

NUMBER / EXHIBIT SUBJECT	Page
I.A. Furnishings /Appliances Provided by Operator	21
I.A.1 Furnishings /Appliances Provided by You	21
I.A.2 Additional Services, Supplies or Amenities	22
I.B. Licensure/Certification Status of Providers	23-24
II. Disclosure Statement	25-26
III.A. Tiered Fee Structure	27-28
III B. Supplemental, Additional or Community Fees	29
III.C. Fee Schedule	27
IV.A Transfer of Funds or Property to Rochester Presbyterian Home	30
IV.B. Property/Items Held by Rochester Presbyterian Home for You	30
V.A Residents Rights and Responsibilities	31-32
VB. Resident Grievances and Recommendations	33
VI. Rochester Community Referral Services	34
VIII. Pet Addendum	35-38
VII. Consumer Information Guide	39-49



RESIDENCY AGREEMENT ADDENDUMS (separate documents)	1-3
VI.A. Special Needs Assisted Living (SNALR) Addendum	1-4
VI.B. Enhanced Assisted Living (EALR) Addendum	1-2
VI.C Respite Addendum	



RPH East
RESIDENCY AGREEMENT

I. GENERAL PROVISIONS

A. Recitals

1. This agreement is made between Rochester Presbyterian Home. Inc., (Operator) and _____ (the "Resident" or "You"), _____ (the "Resident's Representative", if any, or indicate "Not Applicable"), _____ (the "Resident's Legal Representative", if any, or indicate "Not Applicable"), _____.
2. **Rochester Presbyterian Home. Inc.**, licensed by the New York State Department of Health to operate at 20 Crossing Creek Drive, Fairport, New York, 14450 as an Adult Home, Assisted Living Residence (ALR) known as RPH East. The Operator is certified to operate a Special Needs Assisted Living Residence (SNALR) and Enhanced Assisted Living Residence (EALR) at this location.
3. You have requested to become a Resident at **RPH East**, and **Rochester Presbyterian Home. Inc.**, has accepted your request.

II. AGREEMENTS

- A. Beginning on _____ (*Insert beginning date of residency*) **Rochester Presbyterian Home. Inc.**, 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.

B. HOUSING ACCOMMODATIONS AND SERVICES.

1. **Your Room:** You may occupy and use a private room, subject to the terms of this Agreement. Your room number is _____ and is located in _____ House. Each room has a private bathroom with sink/vanity. There is a closet and a room key available for you. All resident rooms are equipped with a nurse call system located in the room and in the bathroom.
2. **Common Areas:** You will be provided with use of the common areas at the community such as the living room, dining room, kitchen, screened porch, and patio for at least ten (10) hours per day, between the hours of 9:00am and 8:00 pm for scheduled group activities or unscheduled group or individual recreation. Common areas are unrestricted. 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 Provided by Rochester Presbyterian Home. Inc.** Attached as Exhibit I.A. (page 21) is a list of furnishings provided by RPH East. Residents, however, are welcome to bring their own furnishings or supplement the furnishings provided to make their room more comfortable, familiar, and uniquely his/her own.

4. **Furnishings/Appliances Provided by You.** Rochester Presbyterian Home, Inc. will provide room furnishings as stated in Exhibit I.A (page 21). You may elect to bring your own furnishings. If You elect to bring your own furnishings, some residents enjoy their own television in their private room. Rooms are equipped with cable service. Heat producing appliances, such as space heaters, are prohibited. Residents may utilize one 6-foot extension with UL certification cord accommodating one plug only. A surge protector, with up to 4 plugs with UL certification can also be utilized. Please reference Exhibit I.A.1. (page 21) for detailed list of items to be furnished by You and a list of items NOT ALLOWED in the residence.

C. **BASIC SERVICES.**

The following services ("**Basic Services**") are provided to you, in accordance with your Individualized Services Plan (ISP).

1. **Meals, Snacks and Access to Food:** Three nutritionally well-balanced meals per day and an evening snack per day are included in Your Basic Rate. Food and Drink are available to You 24 hours per day, 7 days a week in the following way(s): a stocked kitchen is available to residents' on each household unit or house. Resident's may access food and drink under supervision and assistance from staff 24/7. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: No Concentrated Sweets, No Added Salt, Mechanical Dental Soft, Ground, Puree, Nectar Thick Liquids, and Finger Foods.
2. **Activities:** Rochester Presbyterian Home, Inc., 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 communal area of RPH East.
3. **Housekeeping:** Rochester Presbyterian Home, Inc., staff will clean your room and bathroom at least weekly (or as needed) and change your bed linens at that time.
4. **Linen Service:** The Operator will provide a minimum of two (2) sheets; one (1) pillowcase, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition. To make the room more familiar and feel more like home, you may prefer to bring your own linens, particularly bedspreads and pillows. Please let us know your preference prior to admission.
5. **Laundry of Your Personal Washable Clothing:** Rochester Presbyterian Home, Inc., provides laundry service weekly. We ask that you label all clothing with a permanent marker. For items needing a special label, please separate and we will have the items labeled.
6. **Supervision on a 24-hour Basis:** Rochester Presbyterian Home, Inc., will provide appropriate staff on-site to provide supervision services in accordance with the law. Supervision will include monitoring (a response

to urgent or emergency needs or requests), licensed nursing staff on-call on a 24-hour per day, seven days a week, as well as to respond to urgent or emergency needs or requests for supervision as specified by law and required by the New York State Department of Health.

7. Case Management: Rochester Presbyterian Home, Inc., will provide qualified staff to provide case management services in accordance with the 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. Your Case Manager is _____

8. Medication Management: Residents capable of self-administration of medications shall be permitted to retain and self-administer medications, provided that the resident's physician attests, in writing, that the resident is capable of self-administration; and the resident keeps **Rochester Presbyterian Home, Inc.**, informed of all medications and Over the Counter Medications being taken, including name, route, dosage, frequency, times, and any instructions, including any contraindications, indicated by the physician. For residents who are NOT able to safely self-administer medications, **Rochester Presbyterian Home, Inc.**, provides supervision and assistance with self-administration by a Medication Technician or LPN.

9. Personal Care: Care Partners provide direct holistic care that addresses mind, body, and spirit on a 24-hour basis. Personal Care Services available to all ALR residents will include minimum of 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 taking and recording of monthly weights. Services for each resident are detailed in the resident's Individualized Service (Wellness) Plan. 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 the Tiered Fee Structure, (Exhibit III.A), page 28-29.

10. Development of Individualized Service Plan: An individualized service plan (wellness plan) is developed upon admission with input from You and Your Representative. The plan will be reviewed by Your Case Manager at least every six months and whenever ordered by Your physician and as frequently as necessary and is revised as indicated by changes in your needs.

D. ADDITIONAL SERVICES, SUPPLIES OR AMENITIES.

Exhibit I.A., (page 21) attached to and made a part of this Agreement, describes in detail, any services, or amenities available for an additional or supplemental fee from Rochester Presbyterian Home, Inc. directly or through arrangements with Rochester Presbyterian Home, Inc. Such Exhibit will be updated as needed. Supplemental fees must be a resident's option for services actually received. Additional fees can be made for services selected by the resident from the fee schedule.

E. LICENSURE/CERTIFICATION STATUS OF OTHER PROVIDERS

Residents have the ability to receive services from service providers with whom **Rochester Presbyterian Home. Inc.**, does NOT have an arrangement **Rochester Presbyterian Home. Inc.**, shall assist the resident in arranging such services, if necessary, and, as part of **RPH East's** Case Management responsibility, shall be responsible for coordinating the care **Rochester Presbyterian Home. Inc.**, provides or arranges with the care provided by such other service providers. A listing of all providers offering home care or personal care services under an arrangement with **Rochester Presbyterian Home. Inc.**, and a description of the licensure or certification status of each provider is set forth in *Exhibit I.B. (page 23-24)* of this Agreement. Such Exhibit will be updated as needed.

III. DISCLOSURE STATEMENT

Rochester Presbyterian Home, Inc., As operator of RPH East is disclosing information as required under Public Health Law Section 4658(3). Such disclosures are contained in *Exhibit II. (page 2527)* which is attached to and made part of this Agreement.

IV. FEES

A. BASIC RATE.

Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in *Section II.B.C. (pages: 4-5)* of this *Agreement* are included in a single fee, or a tiered fee, where charges for *Basic Services in Section II.B.C.1-10.* are determined by the type of services needed and/or the number of hours of care provided. This is referred to as the “Basic Rate”.

B. TIERED FEE STRUCTURE

RPH East operates with a Tiered Fee, Basic Rate Structure. Attached as *Exhibit III.A. (Page 2829)* and made a part of this Agreement is the current Tiered Fee Structure for RPH East. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each “tier” of care, and describes who will be providing care, if other than staff of the Operator.

C. SUPPLEMENTAL AND ADDITIONAL FEES

A Supplemental or Additional fee is a fee for service, care or amenities that is **in addition to those fees included in the Basic Rate**. The Residency Agreement includes a description of supplemental or additional fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provides a detailed explanation of the services and amenities covered by the rates, fees, or charges. A Supplemental fee must be at the Resident’s option. Any charges for supplemental fees by Rochester Presbyterian Home, Inc. 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 **Rochester Presbyterian Home, Inc.**, to charge an additional fee without the express written approval of the Resident see *Exhibit III.B. (page 30)*. Such Exhibit may be updated as frequently as necessary.

D. RATE OR FEE SCHEDULE.

Attached as Exhibit III.C. (*page 28*) and *Exhibit I.A.2 (page 22)* made a part of this Agreement is the rate or fee schedule, covering both the Basic Rate and any Additional or Supplemental 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. The attached as such exhibits may be updated with 45-days’ notice.



E. BILLING AND PAYMENT TERMS

Payment is due on the first day of each month and may be submitted to the Administrator at the Residence or mailed to the business office at **RPH East 20 Crossing Creek Drive Fairport, New York 14450**. Upon admission, in addition to the first months' rent, a refundable (less \$1000.00) deposit equal to the monthly rate is required. Direct Payment of Monthly Rent via ACH (automatic debit or credit) from your bank account is encouraged. ACH Authorization forms are available upon admission and request. Payments received after the 10th of the month will be subject to a **\$35.00 late fee**. In the event the Resident, Resident's Representative or Resident's legal representative, as applicable, is no longer able to pay for services provided for in this agreement or additional services or care needed by the Resident. Rochester Presbyterian Home, Inc. may issue a 30-day notice that the residency agreement may be terminated according to the provisions set forth in *Section XIII* and *Section XIV* of this Agreement.

F. ADJUSTMENTS TO BASIC RATE OR ADDITIONAL OR SUPPLEMENTAL FEES

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 2, 3, 4, below.
2. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the **Rochester Presbyterian Home, Inc.** may increase such Rate or Fee upon less than forty-five (45) days' written notice.
3. If **Rochester Presbyterian Home, Inc.**, provides additional care, services, or supplies upon the express written order of Your primary physician, Rochester Presbyterian Home, Inc., 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.
4. In the event of any emergency which affects You, **Rochester Presbyterian Home, Inc.**, may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment, and food supplied during such emergency.

G. BED RESERVATION

Rochester Presbyterian Home, Inc. agrees to reserve your room as specified in *Section II.B.1* above in the event of Your absence. You will be charged the full rate during your absence. The charge for this reservation is \$ _____ per (day), and _____ per (month). The maximum length of time the space will be reserved is sixty (60) days. (The total of the daily rate for a one-month period may not exceed the established monthly rate). A provision to reserve a room does not supersede the requirements for termination as set forth in *Section XIV*. of this Agreement. You may choose to terminate this agreement rather than reserve such space but must provide **Rochester Presbyterian Home, Inc.**, with required notice.

V. REFUND/RETURN OF RESIDENT MONIES AND PROPERTY

- A. Upon termination of this agreement or at the time of Your discharge, but in no case more than (3) three (3) business days after Your discharge, **Rochester Presbyterian Home, Inc.** must provide You, Your Representative and/or Legal Representative and any other person designated by You with a final written statement of Your payment and personal allowance accounts at RPH East 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 Rochester Presbyterian Home, Inc. under *Section VII.* of this Agreement.
- B. Rochester Presbyterian Home, Inc. must also return at the time of Your discharge, but in no case more than (3) three business days after Your discharge, any of Your money which comes into the possession of **Rochester Presbyterian Home, Inc.** after Your discharge by forwarding such funds to You. Rochester Presbyterian Home, Inc. shall contact you to retrieve any property or items of value that comes into the possession of Rochester Presbyterian Home, Inc. after Your discharge or transfer and allow you at least three (3) days to pick up such items.
- C. If You die, **Rochester Presbyterian Home, Inc.**, must turn over Your property to the legally authorized representative of Your estate.
- D. If You die without a will and the whereabouts of Your next-of-kin is unknown, **Rochester Presbyterian Home, Inc.**, shall contact the Surrogate's Court of Monroe County wherein **RPH East** is located to determine what should be done with property of Your estate.

VI. TRANSFER OF FUNDS OR PROPERTY TO Rochester Presbyterian Home, Inc.

If You wish to voluntarily transfer money, property, or things of value to **Rochester Presbyterian Home, Inc.**, upon admission or at any time, following admission and during Your residency, and **Rochester Presbyterian Home, Inc.**, has agreed to accept such transfer, **Rochester Presbyterian Home, Inc.**, must enumerate the items given or promised to be given and attached to this agreement a listing of the items given or transferred. Such a listing is attached as *Exhibit IV.A (page 31)* and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

VII. PROPERTY OR ITEMS OF VALUE HELD IN CUSTODY FOR YOU.

If, upon admission or any other time, you wish to place property or things of value in **Rochester Presbyterian Home, Inc.**, custody and Rochester Presbyterian Home, Inc. agrees to accept the responsibility of such items, **Rochester Presbyterian Home, Inc.**, enumerate the items so placed and attach to this agreement a listing of such items. Such a listing is attached as *Exhibit IV.B (page 31)* and is made a part of this Agreement.

VIII. FIDUCIARY RESPONSIBILITY

If **Rochester Presbyterian Home, Inc.**, assumes management responsibility over Your funds, **Rochester Presbyterian Home, Inc.**, shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for You by **Rochester Presbyterian Home, Inc.**, shall be your property.

IX. TIPPING

Rochester Presbyterian Home. Inc., will not accept, nor allow any RPH East staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as required by statutes, regulation, or agreement.

X. PERSONAL ALLOWANCE ACCOUNTS

- A. Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law. **Rochester Presbyterian Home. Inc.**, 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. You agree to inform **Rochester Presbyterian Home. Inc.**, if you receive or have applied for Supplemental Security Income (SSI) or Safety Net 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/disability-determinations/>.
1. SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at <https://otda.ny.gov/programs/temporaryassistance/>.
 2. 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.
 3. 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 Resident-maintained account, then that **Signatory** hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.
- B. Residents of **RPH East**, may set up a personal account with **RPH East** business office. The resident personal account funds are separate from **Rochester Presbyterian Home. Inc.**, fund. Records of all transactions are maintained, and residents receive a receipt for each transaction. Residents also receive a quarterly reporting of the account's activity.

XI. ADMISSION AND RETENTION CRITERIA FOR AN ASSISTED LIVING RESIDENCE

Rochester Presbyterian Home. Inc., shall not admit any Resident if **Rochester Presbyterian Home. Inc.**, is not able to meet the care needs of the Resident, within the scope of services authorized under such law and regulations which govern Adult Home, Assisted Living Residences in New York State and within the scope of services determined necessary within the Resident's Individualized Service Plan.

Rochester Presbyterian Home. Inc., shall not admit any Resident in need of 24-hour skilled nursing care. **Rochester Presbyterian Home. Inc.**, 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.

- A. **Rochester Presbyterian Home. Inc.**, shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether the individual is appropriate for admission.
- B. **Rochester Presbyterian Home. Inc.**, has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that Rochester Presbyterian Home. Inc., 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 (ISP).
- C. If You are being admitted to a duly certified Enhanced Assisted Living Residence (EALR), the additional terms of the Enhanced Assisted Living Residence Addendum, Exhibit VI.B. will apply.
- D. If You are being admitted to a Special Needs Assisted Living Residence (SNALR), the additional terms of the Special Needs Assisted Living (SNALR) Addendum, Exhibit VI.A. will apply.
- E. If You are residing in a "Basic" Assisted Living Residence, or "Special Needs Assisted Living Residence (SNALR)" and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care (EALR) or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, **Rochester Presbyterian Home. Inc.**, will take the appropriate action to terminate this Agreement, pursuant to *Section XIV.* of this Agreement. However, if **Rochester Presbyterian Home. Inc.**, 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.
- F. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to "age in place" in an Assisted Living Residence and who are evaluated as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence (EALR) *Addendum, Exhibit VI.B. (EALR Addendum)* to this Agreement.
- G. Enhanced Assisted Living care is provided to persons who desire to continue to "age in place" in an Assisted Living Residence and who are evaluated as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the *Enhanced Assisted Living Residence Addendum.*:
 - 1. Chronically require the physical assistance of another person in order to walk; or
 - 2. Chronically require the physical assistance of another person to climb or descend stairs; or
 - 3. Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel.
 - 4. Have chronic unmanaged urinary or bowel incontinence; or

5. Who require Enhanced Assisted Living Residence (EALR) services offered by the community, which are listed in the EALR Addendum, Exhibit VI.B. (EALR Addendum) to this Agreement.

XII. RULES OF THE RESIDENCE

- A. By signing this agreement, You and Your Representatives agree to obey the Rules of the Residence and Acknowledge that You have received a copy of **RPH East** Resident Handbook.
1. **RPH East** is a smoke-free Residence. Residents, staff or visitors are NOT permitted to smoke anywhere on the property.
 2. Residents may NOT offer tips, fees, gifts, or gratuities to employees.
 3. Residents may entertain guests. Arrangements for meals, at a modest fee, must be made in advance with **RPH East** staff. (Guest meals may be unavailable from time to time related to compliance with NYS Department of Health infection control guidelines.)
 4. Residents may continue any volunteer work outside **RPH East** or pursue other activities satisfying to themselves.
 5. Residents must sign out and in when leaving and returning to the facility.
 6. Residents must be mindful that they are living in a community setting and must be respectful of their neighbors and must abide by the safety rules of **RPH East**.

XIII. RESPONSIBILITIES OF RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE

- A. You, or Your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:
1. Supply personal clothing, toiletries, and effects.
 2. A security deposit of one month's rent is due upon admission.
 3. Approved pet admissions require an additional monthly fee.
 4. Payment of the Basic Rate and any authorized Additional and/or agreed-to Supplemental Fees as detailed in this Agreement.
 5. Monthly invoices are sent out upon request. Payments are due on the first day of the month. Payments received after the 10th of the month are subject to a \$35 late fee.
 6. There will be a \$35 fee for all returned checks or ACH transactions.
 7. All Payments must be sent to 20 Crossing Creek Drive, Fairport, New York 14450 Address labels are available for your convenience. Payments for **RPH East** services may be left with the **RPH East Administrator located in Helene's House office** or at the reception desk and/or the business office at **20 Crossing Creek Drive Fairport, New York 14450**
 8. The funds for residents' personal accounts are maintained in a separate bank account. Do not combine deposits for resident accounts with rental payments.
 9. Questions regarding payments or business matters please contact **RPH East CFO, Barbara Bennett** at 585-235-9100 x125 or barbara.bennett@rph.org.
 10. Payment of all medical expenses including transportation for medical purposes, except when payments are available under Medicare, Medicaid, or other third-party coverage.
 11. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, provide **Rochester Presbyterian Home, Inc.**, with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
 12. Informing **Rochester Presbyterian Home, Inc.**, promptly of change in health status, change in physician, or change in medications. Informing Rochester Presbyterian Home, Inc., promptly of any change of name, address and/or phone number.
 13. The Resident's Representative, Resident's Legal Representative if any shall be responsible for the following: Health Care and Financial decisions as indicated by Power of Attorney, Guardianship and/or Advance Directives.

XIV. TERMINATION AND DISCHARGE

A. This Residency Agreement and residency in **RPH East** may be terminated in any of the following ways:

1. By mutual agreement between You and **Rochester Presbyterian Home, Inc.**,
2. Upon thirty (30) days' written notice, from You or Your Representative to **Rochester Presbyterian Home, Inc.**, of Your intention to terminate the agreement and leave the facility.

3. Upon thirty (30) days written notice from **Rochester Presbyterian Home, Inc.**, to You, Your Representative, Your next of kin, the person designated in this Agreement as the responsible party and/or any person designated by You.
- B. Involuntary termination of a Residency Agreement is permitted only for the following reasons, and if You object to the termination, termination is permissible only if **Rochester Presbyterian Home, Inc.**, initiates a proceeding in a court of competent jurisdiction and that court rules in favor of **RPH East**.
1. You require continual medical or skilled nursing care which **RPH East** is not permitted by law or regulation to provide.
 2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else.
 3. You fail to make timely payment for all authorized charges, expenses, and other assessments, if any, for services including use and occupancy of the premises, materials, equipment, and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless Rochester Presbyterian Home, Inc., during the thirty (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by Rochester Presbyterian Home, Inc., to obtain such benefits.
 4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of **RPH East**.
 5. **Rochester Presbyterian Home, Inc.**, has had their operating certificate limited, revoked, temporarily suspended or Rochester Presbyterian Home, Inc., 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 **RPH East** to other residences or is making other provisions for the Residents' continued safety and care.
- C. If Rochester Presbyterian Home, Inc., decides to terminate the Residency Agreement for any of the reasons stated above, Rochester Presbyterian Home, Inc., will give You a notice of termination and discharge, the notice will include the date of the termination which must be at least thirty (30) days after delivery of the notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the New York State Department of Health.
- D. You may object to Rochester Presbyterian Home, Inc., about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, Rochester Presbyterian Home, Inc., 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 Rochester Presbyterian Home, Inc., While legal action is in progress, Rochester Presbyterian Home, Inc., 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 Rochester Presbyterian Home, Inc., are free to seek any other judicial relief to which they may be entitled.

- E. **Rochester Presbyterian Home. Inc.**, must assist You if **Rochester Presbyterian Home. Inc.**, 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.

XV. TRANSFER

- A. Notwithstanding the above, **RPH East** may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of the 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 sustain an injury such that continual skilled medical or nursing services are required.
 2. In the event, Your behavior poses an imminent risk of death or serious physical injury to Yourself 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 **RPH East** to other Residence(s) or is making other provisions for the residents' continued safety and care.
- B. If You are transferred, to terminate Your Residency Agreement, **Rochester Presbyterian Home. Inc.**, must proceed with the termination requirements as set forth in Section XV. of this Agreement, except that the written notice of termination must be delivered to You at the location to which You have been transferred. If such hand delivery is not possible, then the notice must be given by any of the methods provided by New York law for personal service upon a natural person.
- E. For residents admitted to the Special Needs Assisted Living Residence or who have a guardian appointed, notices will be made to the resident's representative or next of kin by certified mail, with a copy to the resident by certified mail.
- C. If the basis for the transfer permitted under parts A1 and A2 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.

XVI. RESIDENT RIGHTS AND RESPONSIBILITIES

Attached as *Exhibit V.A (pages: 32-33)* and made a part of this Agreement is a **Statement of Resident Rights and Responsibilities**. This Statement will be posted in a readily visible common area in the Rochester Presbyterian Home East Community. **Rochester Presbyterian Home. Inc.**, agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XVII. COMPLAINT RESOLUTION

- A. **Rochester Presbyterian Home. Inc.**, procedures for receiving and responding to resident grievances and recommendations for change or improvement in **Rochester Presbyterian Home. Inc.**, operations and programs are attached as *Exhibit V.B*.

(page 34) and made a part of this Agreement. In addition, such procedures will be posted in a readily visible communal area of RPH.

- B. **Rochester Presbyterian Home, Inc.**, agrees that the Residents of RPH East may organize and maintain councils or such other self-governing body as the Residents may choose. **Rochester Presbyterian Home, Inc.**, 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.
- C. 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 to assist in the protection and exercise of Your rights.

XVIII. MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes the entire Agreement of the parties.
- B. This Agreement may be amended upon the written agreement of the parties; provided however, any amendment or provision of this Agreement not consistent with the applicable federal and state statutes and regulations that govern the license of Rochester Presbyterian Home, Inc., shall be null and void, and the terms of applicable statutes and/or regulations will control.
- C. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by **Rochester Presbyterian Home, Inc.**, in files of RPH East from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
- D. **Rochester Presbyterian Home, Inc.**, reserves the right to discharge a pet who disrupts the household or who endangers residents.
- E. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.



IX. AGREEMENT AUTHORIZATION

The Resident, Resident's Representative and Resident's Legal Representative agree that (resident) will pay, and **Rochester Presbyterian Home, Inc.**, agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B.C. of this Agreement.

The Basic Rate as of the date of this agreement is Tier _____, (\$ _____ per month) (\$ _____ per day). The resident representative or other specified party may make payment under this agreement.

- ☐ We agree to pay \$ _____ per month for a pet's admission to **RPH East**. **RPH East** agrees to provide supervision of the pet, assistance with feeding and basic necessities (toileting and cleaning up outside) for the pet. You agree to comply with all needed veterinary visits and vaccinations. See *Exhibit VIII. Pet Addendum* attached to this agreement.
- ☐ No pet will accompany You.

YOUR FIRST MONTH'S RATE (Tier Level Rate) \$ _____ (+) MONTHLY PET FEE (if applicable) \$ _____ (+) MOVE-IN SECURITY DEPOSIT (equal to one month's rent) \$ _____
= \$ _____ YOUR TOTAL MOVE-IN COSTS.

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

Date: _____ (Signature of Resident)

Date: _____ (Signature of Resident's Representative)

Date: _____ (Signature of Resident's Legal Representative)

Date: _____ (Signature of Operator Representative)

XX. SECURITY DEPOSIT

Upon admission, the Resident, _____ be required to pay **Rochester Presbyterian Home. Inc.**, a security deposit equal to **one month's rent** as a security for the Resident's full and faithful performance of all terms and conditions of this Residency Agreement and to cover costs to repair any and all damages caused by the resident. Normal wear and tear are expected. **\$1,000.00 of the Security Deposit is Non-refundable.** The remainder of the security deposit shall be returned within 3 working days after the end of the lease if all provisions of this lease are met. If there are any resident-caused repairs, the deposit will be returned, less any adjustments, within 3 days after all costs are known.

We, the undersigned, have read this security deposit requirement and agree to abide by the terms and conditions therein:

Dated:

Dated:

(Signature of Resident or Resident's Representative)

(Signature of Operator or Operator's Representative)

XXI. PERSONAL GUARANTEE OF PAYMENT

Personal Guarantee of Payment Per regulation at *Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii)*, **Rochester Presbyterian Home. Inc.**, cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless **Rochester Presbyterian Home. Inc.**, 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 the Residency

Agreement. _____ , 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: (list below)

Date:

Guarantor's Signature

Guarantor's Name (Print)

GUARANTOR OF PAYMENT OF PUBLIC FUNDS (OPTIONAL)

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 **Rochester Presbyterian Home. Inc.**, 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 either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to me Your obligations under this Agreement

Date:

Guarantor's Signature

Guarantor's Name (Print)

EXHIBIT I.A.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

As a resident of a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes Rules, and Regulations, **RPH East** will provide you with a standard single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition; a clean, comfortable, well-constructed mattress, standard in size for the bed; and a clean comfortable pillow of average bed size.

- ☐ A chair;
- ☐ A table;
- ☐ A Lamp;
- ☐ Lockable storage facilities, which cannot be removed at will, or for personal articles and medications.
- ☐ Individual dresser and closet space for the storage of resident clothing;
- ☐ A hinged, lockable entry door;
- ☐ In the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy; and
- ☐ Two (2) sheets; pillowcase; at least one (1) blanket; a bedspread; towels and washcloths; soap and toilet tissue.

EXHIBIT I.A.1

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents are allowed to bring the items below. Check all those that will be furnished by You.

☐ Bed	☐ Bath Linens
☐ Nightstand	☐ Wastebasket
☐ Drawer	☐ Couch
☐ Chair	☐ Easy Chair
☐ Bed Linen	☐ Table
☐ Pillow	☐ Other
☐ Bed Spread	☐ Other

Residents are **NOT ALLOWED** to bring the items below.

Microwaves	Flame Burning Candles
Coffee Pots (of any type)	Heated Lamps
Curling Iron or Flat Iron	Live/Cut Christmas Trees or Decorations
Heat Producing Appliances (i.e. Space Heaters)	Cleaning Products or Toxic Chemicals
Electric Blanket or Heating Pads	Beer, Wine or other Alcoholic Beverage Unless Approved by MD and Administrator (must be securely stored/ locked)

EXHIBIT I.A.2

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are available from **Rochester Presbyterian Home, Inc.** directly or through arrangements with **Rochester Presbyterian Home, Inc.**

Item	Additional Charge	Rate	Provided by
Local Rochester Area: Transportation to Medical Appointments	Flat Fee for One Scheduled Appointment	\$35.00 per Scheduled Appointment.	RPH East
Appointment Escort	Companion/ Escort Hourly Rate	\$35.00/Hour	RPH East
Activity Fees for Special Events, Outings, Cultural/Activities to Include Admission Tickets and Food.	Standard Activity Fee Charged to Individual Resident	Actual cost will be passed on to the Resident.	RPH East
Licensed Cosmetology Services	Payments May Be Made from Resident Personal Allowance Account	Resident pays Cosmetology Rates posted in the Residence	Licensed Cosmetology Agreement with RPH East
House Phone Service	Free House Phone Access	Free	RPH East
Cable Television Services	Billed directly to Resident by	Basic Services Covered in full. Added services - resident pays Telcom Provider Directly.	Spectrum
Companion Care Service	Hourly Rate	\$35.00 per Hour	RPH East
Pet Care Service	Flat Rate/ Month	Dog: \$100.00/month Cat: \$50.00/month	RPH East
Pharmacy Services	Billed directly to Resident by Health Direct Pharmacy	Medication Costs Billed to Individual Resident by Pharmacy.	Health Direct Pharmacy Agreement with RPH East
Telephone Service: Private Service	Contract directly with Telcom provider at resident's expense.	Resident pays Telcom Provider Directly.	Frontier Telephone/Spectrum
Guest Meals	Regular Guest Meal Holiday Meal	\$10.00/meal \$20.00/meal	RPH East



EXHIBIT I.B.
LICENSURE/CERTIFICATION STATUS OF PROVIDERS

PHYSICIAN SERVICES > UR Medicine Geriatrics Group 1870 South Winton Road Rochester, New York 14618 Phone 585-276-0830 Fax 585-424-4184	LABORATORY SERVICES > University of Rochester Medical Center (URMC) UR Medicine Labs - Central Laboratory Director: Paul R Hosking, M.D. 211 Bailey Rd. West Henrietta, NY 14586
HEMECARE SERVICES > UR Medicine Home Care and Hospice 2180 Empire Boulevard Webster, NY 14580 Toll Free: 1-800-253-4439 Local: (585) 787-2233 Hospice: Monroe County: (585) 787-8315 > Rochester Regional Home Care 100 Kings Highway South Rochester, NY 14617 Phone: 585-214-1000 > Lifetime Care/Hospice of Rochester 3111 South Winton Road Rochester, NY, 14623 585-214-1000	MOBILE XRAY > Ultra Mobile Imaging, Inc. 1465 Jefferson Road Rochester, NY 14623 Tel: (585) 424-6270 Fax: (585) 424-6274 OXYGEN SERVICES > Respiratory Services of WNY 535 Summit Point Dr. Henrietta, NY 14467 585-768-9495 > Rochester Oxygen & CPAP 1425 Jefferson Rd, Rochester, NY 14623 585-334-0200. 6687 Pittsford Palmyra Rd #5a, Fairport, NY 14450. 585-425-0253 > Lincare 160 Pittsford Victor Rd, Pittsford, NY 14534 585-385-7726 www.lincare.com
PHARMACY SERVICES > HealthDirect Pharmacy Services 250 Wallace Way, Rochester, NY 14624 1-866-582-8612 www.hdrxservices.com	DURABLE MEDICAL EQUIPMENT > Blackburn's Dove Medical 400 Air Park Drive, Ste 100 Rochester, NY 14624 Phone: 716-688-8911 Toll Free: 1-877-472-0192 Fax: 716-688-9193

PODIATRY > Margaret Gerlach, RN, CFCN, WOCN Certified Foot Care Nurse 200 City View Drive Rochester, New York 14625 Home: 585-586-1077 Cell: 585-764-0412	TRANSPORTATION SERVICES > Genesee Transportation Inc. 355 Portland Ave, Rochester, NY 14605 585-256-1510 www.geneseetransportation.com
MEDICAL TRANSPORTATION > Monroe Ambulance, Headquarters 1669 Lyell Avenue Rochester, NY 14606 USA Emergency: (585) 232-9000 Non-Emergency: (585) 454-6211	LICENSED COSMETOLOGY SERVICES > Alexandra R. Freedman alexandra_freedman@hotmail.com

EXHIBIT II DISCLOSURE STATEMENT

Rochester Presbyterian Home, Inc. as operator of RPH East, hereby discloses the following, as required by Public Health Law Section 4658 (3).

A. The **Consumer Information Guide** developed by the Commissioner of Health is hereby attached as *Exhibit VII.* of this Agreement.

B. **Rochester Presbyterian Home, Inc.**, is licensed by the New York State Department of Health to operate RPH East at **20 Crossing Creek Drive, Fairport, New York, 14450** as an Adult Home and Assisted Living Residence (ALR). **RPH East** is also certified to operate at this location as a Special Needs Assisted Living Residence (SNALR) and Enhanced Assisted Living Residence (EALR). These additional certifications (SNALR and EALR) 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 (ALR) to be able to continue to reside in RPH East and to receive either SNALR or EALR services, if the other conditions of residency set forth in this agreement continue to be met.

RPH East is currently approved to provide:

- **SNALR** services for a maximum of 64 persons with 14-16 residents residing in each residence (house.)
- **EALR** services for a maximum of 20 persons to residents residing in each residence (house.)

Rochester Presbyterian Home, Inc., will post prominently in RPH East, monthly, the then-current number of vacancies under its Special Needs Assisted Living and/or Enhanced Assisted Living services.

C. It is important to note that **RPH East** is currently approved to accommodate within SNALR and / or EALR services only up to the numbers of persons stated above. If You become appropriate for EALR services, and one of those rooms is available, You will be eligible to be admitted into the EALR or SNALR Unit. If, however, such rooms are at capacity and there are no vacancies, **Rochester Presbyterian Home, Inc.**, 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 under the EALR or SNALR certification, it may be necessary for You to change your living space within **RPH East**.

D. The following list of health-related licensure or certification status of others providing services at **RPH East Exhibit I.B. (pages: 23-24)** These services are provided and billed under separate and distinct arrangement with You and the licensed provider.

1. Physician Services
2. Pharmacy Services
3. Podiatry Services
4. Homecare and Hospice Services
5. Laboratory Services
6. Mobile X-Ray and Oxygen Supply Services
7. Durable Medical Equipment (DME)

- 4. Medical Transportation Services
- 9. Cosmetology Services

- E. **RPH East** is a not-for-profit organization and governed by a Board of Trustees. The owner of the real property upon which **RPH East** is located is the **RPH Board of Trustees**. The mailing address of such real property owner is **20 Crossing Creek Drive Fairport, New York 14450**. The following individual is authorized to accept personal services on behalf of such real property owner: **Anne R. Gallese, Chief Executive Officer, RPH East, 20 Crossing Creek Drive Fairport, New York 14450**
- F. The Operator at **RPH East** is **Rochester Presbyterian Home, Inc.**, The mailing address of the Operator is **20 Crossing Creek Drive, Fairport, New York, 14450**. The following individual is authorized to accept personal services on behalf of **RPH East**: _____, **Assisted Living Administrator 20 Crossing Creek Drive, Fairport, New York, 14450**.
- G. As a not-for-profit organization, the RPH Board of Trustees holds zero ownership interest on the part of any entity which provides care, material, equipment or other services to residents of RPH East in the Operator.
- H. **RPH East** operating license is posted at **20 Crossing Creek Drive, Fairport, New York, 14450** for Your review.
- I. The most recent Department of Health inspection report is posted in the foyer area of each House at **20 Crossing Creek Drive, Fairport, New York, 14450** for Your review.
- J. Residents have the right to receive services from service providers with whom **RPH East** does not have an arrangement.
- K. Residents have the right to choose their healthcare providers, notwithstanding any other agreement to the contrary.
- L. Rochester Presbyterian Home, Inc. will inform residents of options for residential, supportive, or home health services, including but not limited to, availability of Medicare coverage of home health services.
- M. The **New York State Department of Health's toll-free telephone number** for reporting complaints regarding the services provided by RPH East is 1-866-893-6772.
- N. The New York State Long Term Care Ombudsman Program (NYS LTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. The Local LTCOP telephone number is 585-244-8400 ext. 114. The NYS LTCOP web site is www.ltcombudsman.ny.gov.
- O. 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).

EXHIBIT III.A TIERED FEE STRUCTURE

- I. 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 weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), assistance with eating (except feeding), 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, as outlined above.
- II. **RPH East** utilizes tiered fee arrangements. Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees, as follows:

Exhibit III.C. RPH East Fee Structure

2026 Pricing & Fee Structures

Tier Level	RPH East	Daily Rate	Month Rate
T2-3	Early to Mid-stage Memory Care (SNALR)	\$306.41	\$9,320
T4	Advanced Memory Care (SNALR)	\$340.93	\$10,370
T5	Enhanced Memory Care (EALR)	\$380.71	\$11,580
Respite/Trial Care			
Respite	Temporary care for 2-6 weeks.	Daily rate + \$20 based on level of care	Pricing Varies

- A. Tier 1 (T1) ALR. Assisted Living Residence (ALR)** services include “Basic Services” and minimum of 3.75 hours of personal care staff assist time per week, for supervision and personal care services. Designed to support person(s) needing occasional assistance with activities of daily living or occasional reminders and/or instruction to manage all activities of daily living.
- B. Tier 2-3 (T2-3) SNALR. T2 Early-Stage to Mid-Stage Memory Care** services include “Basic Services” and are designed to support person(s) experiencing Mild Cognitive Impairment (MCI) symptoms requiring cueing and occasional limited assistance with Activities of Daily Living (ADLs), needing occasional instructions and cueing while completing dressing and grooming tasks, and frequent reminders and supervision to maintain toileting schedule, may need stand by or partial assistance to get on and off the toilet. T2-3 services are also designed to support person(s) experiencing Moderate Memory Impairment (MMI) symptoms interfering with the person’s ability to conduct Activities of Daily Living (ADLs), requiring 1:1 assistance, support with managing incontinence, occasional instructions and cueing while completing dressing and grooming tasks, and frequent reminders and supervision to maintain toileting schedule and may need stand by or partial assistance to get on and off the toilet. T2-3 services include “Basic Services” (3.75 hours of personal care staff assist time per week), up to a maximum of 7.5 – 10 hours of personal care staff time per week for supervision and personal care services.
- C. Tier 4 (T4). T4 Advance-Stage Memory Care** services include “Basic Services” and are designed to support person(s) experiencing Mild Cognitive Impairment (MCI) to Moderate Memory Impairment (MMI) who may be exhibiting additional symptoms such as, but not limited to anxiety, agitation, or impulsive behaviors interfering with the person’s ability to conduct Activities of Daily Living (ADLs), requiring more frequent redirecting, monitoring and supervision, more frequent stand-by assistance with transfers and ambulation, partial assistance cleaning self and regular and frequent reminders to follow toileting schedule, needs help choosing clothes and getting dressed/undressed, and intermittent cuing for meal consumption, 1:1 assistance, support with managing incontinence, including all “Basic Services” (3.75 hours of personal care staff assist time per week), up to a maximum of 15 hours of personal care staff time per week, for supervision and personal care services.
- D. Tier 5 (T5) EALR. T5 Enhanced Memory Care (EALR)** services include “Basic Services” and are designed to support person(s) experiencing Advanced-Stage Memory Impairment who may require skilled observations and medication administration (insulin, PRN medications) by a licensed nurse, or other nursing services which requires MD consultation by a licensed nurse. **T5 EALR** services are designed to support person(s) who may be unable to self-transfer requiring chronic assistance of 1-2 persons to transfer and ambulate, may require total assistance with all Activities of Daily Living (ADLs), including incontinence management, chronic assistance with eating including all “Basic Services” (3.75 hours of personal care staff assist time per week), up to a maximum of 24 hours of personal care staff time per week for supervision and personal care services.

EXHIBIT III.B.:

SUPPLEMENTAL or ADDITIONAL FEES

RPH East does not charge a community fee. **YOU MAY REQUEST the following Supplemental Services AT THE ADDITIONAL FEES OUTLINED BELOW:** Fee schedules are updated annually with 45 days prior notice to residents and responsible parties. **Additional Fees** may be billed to you by **Rochester Presbyterian Home, Inc., with your consent** and include:

Companion Care: If You become ill or experience behavioral concerns and need additional support on a temporary basis, **Rochester Presbyterian Home, Inc.** can provide a 1:1 companion at an hourly rate. **Guest Meals:** If you wish to invite a guest to dine with you, please inform RPH East staff at least 2 hours prior to the desired guest meal. Routine and Holiday meal charges apply.

Pets: Pet admission to **RPH East. Rochester Presbyterian Home, Inc.,** agrees to provide supervision of a pet (small dog or cat), assistance with feeding and basic necessities (toileting and cleaning up outside) for the pet. You or Your representative agree to comply with all needed veterinary visits and vaccinations. (See Exhibit VIII. Pet Addendum.)

Transportation/Escort: **Rochester Presbyterian Home, Inc** will provide pre-arranged transportation to medical /dental appointments if requested. Additionally, if you require an escort to an appointment, Rochester Presbyterian Home, Inc., may assist with an escort and transportation at an hourly rate.

The following services are **NOT included in the Basic Rate** and are available to purchase directly from the service provider. These services are independent of **Rochester Presbyterian Home, Inc.,** and must be paid for by You directly to the service provider.

- **Cosmetology Services:** **Cosmetology services are available.** The cost of services is posted in the residences and can be paid directly to the provider or charged to your personal fund account if you have opened one.
- **Cable Television:** **If you are interested in arranging for additional cable television services,** please contact Spectrum Communications to arrange service.
- **Home Care:** If You wish to receive added services, You may contract directly with any of the local home care agencies. Payment for this would be made directly to the Home Care Agency.
- **Newspaper Service:** Daily delivery of Rochester's newspapers is available to Residents. Payment will be made directly to the service provider by You.
- **Pharmacy:** You will be billed directly by the pharmacy of your choice.

- **Telephone Service:** Each room has a telephone jack. If you are interested in arranging for private phone service, please call Frontier Telephone or Spectrum directly to arrange for service.

EXHIBIT IV.A

TRANSFER OF FUNDS OR PROPERTY TO RPH

If you wish to transfer funds or property to **Rochester Presbyterian Home, Inc.**, we ask that you speak with the **RPH East Chief Financial Officer** about the process for contributions.

RPH East is a nonprofit, 501(c)(3) organization that accepts donations which may be tax-deductible. To make a donation as a memorial or in honor of someone, we have envelopes specifically for this purpose. You may direct your gift to RPH East and may designate a specific purpose or remembrance. All gifts are recorded, and you will receive a letter acknowledging your gift. This letter will confirm your eligibility for a tax deduction.

To donate property, we again ask that you consult with the **Chief Executive Officer or Chief Financial Officer**. If we accept a property donation, we will provide a letter that itemizes your donations. This letter will confirm your eligibility for a tax deduction.

EXHIBIT IV.B

PROPERTY/ITEMS HELD BY RPH East FOR YOU

We ask that You engage Your representative in safekeeping of your valuables. If this is not possible, we can lock small valuables in our safe and complete inventory of resident's property held by facility for safekeeping. (FormDOH-5194).

These will be returned to You at your request or upon discharge.

EXHIBIT V.A.

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

RESIDENT'S RIGHTS AND RESPONSIBILITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

- (A) Every resident's participation in assisted living shall be voluntary, and prospective residents shall be provided with sufficient information regarding the residence to make an informed choice regarding participation and acceptance of services.
- (B) Every resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed.
- (C) Every resident shall have the right to have private communications and consultation with his or her physician, attorney, and any other person.
- (D) Every resident, resident's representative and resident's legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residence's staff, administrator or Assisted Living Operator, to governmental officials, to Long Term Care Ombudsmen or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the residence to work for improvements in resident care.
- (E) Every resident shall have the right to manage his or her own financial affairs.
- (F) Every resident shall have the right to have privacy in treatment and in caring for personal needs.
- (G) Every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions.
- (H) Every resident shall have the right to receive courteous, fair, and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as-needed basis.
- (I) Every resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by 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 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 events leading to an accident or incident involving such resident in any report of such accident or incident.

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

(P) Every resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, providing additional services to a resident shall not be considered a fee increase pursuant to this paragraph; and

(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.

EXHIBIT V.B.

RESIDENT GRIEVANCES AND RECOMMENDATIONS

GRIEVANCE PROCEDURE

The **RPH East Administrator** or RPH East CEO as a back up to the Administrator are designated as RPH East Grievance Officers. The Grievance Officers are responsible for overseeing the grievance process, for maintaining the confidentiality of all information associated with a grievance, for coordinating with government agencies as necessary considering the specific allegations and issuing written grievance decisions to the resident and/or resident representative as deemed necessary by the RPH East CEO or as requested by the resident and/or resident representative.

- A. Every resident, resident's representative and resident's legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residence's staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join in other residents or individuals within or outside of the residence to work for improvements in resident care.
- B. Such grievances include those with respect to care and treatment which has been furnished as well as that which has not been furnished, the behavior of staff and of other residents, and other concerns regarding their stay at an RPH East residence.
- C. Residents and/or resident representatives are informed in writing of *Resident's Rights and Responsibilities* and are provided with a *Resident Handbook* upon admission to the residence. The handbook indicates that Family Council is an accessible vehicle for public airing of issues/concerns.
- D. Residents and/or resident representatives are encouraged to report issues/concerns first to the LPN or Medication Technician (team leader working on day, evening or overnight).
- E. Grievances and concerns voiced by residents and/or resident representatives will be reviewed promptly, and resolution will be sought. "*Voicing Grievances*" is not limited to a formal, written grievance process but may include a resident's verbalized complaint to RPH East staff.
- F. "*Prompt efforts...to resolve*" include facility acknowledgment of complaint/grievances and actively working toward resolution of that complaint/grievance.
- G. Grievances or issues and concerns may also be directed to Lifespan Ombudsman, Rochester NY. Call 585-244-8400 ext. 114 or the New York State Department of Centralized Complaint intake Program for Adult Care Facilities: 1-866-893-6772 or NYS DOH Western Regional Office 585-423-8185. Hotline numbers are posted in the entrance areas of each household.
- H. It is our goal to provide the highest quality services to our residents. To ensure your satisfaction and to continually improve our services, we welcome your comments and suggestions.
- I. If you are dissatisfied with any aspect of our care and services, please let us know immediately so that we can regain your confidence.
- J. An anonymous grievance may be submitted in the suggestions box located in **Helene's House foyer** or submitted in writing by US mail to **20 Crossing Creek Drive, Fairport New York, 14450**, addressed to the attention of the **RPH East Administrator**. Or by calling **585-235-9100, ext. 114** after 6pm to leave anonymous voice mail.

EXHIBIT VI.

ROCHESTER COMMUNITY REFERRAL SOURCES

Monroe County Department of Health Western Regional Office 1565 Jefferson Road, Suite 120 Rochester, New York 14623 (585) 423-8185 https://www.monroecounty.gov/hs	NYS Division of Human Rights (Rochester Office) One Monroe Square, 259 Monroe Avenue, Suite 308 Rochester, New York 14607 Telephone: (585) 238-8250 https://dhr.ny.gov/ (Serves Allegany, Genesee, Livingston, Monroe, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Wyoming, and Yates Counties)
Legal Aid Society of Rochester, NY, Inc. One West Main Street Rochester, New York 14614 (585) 232-4090 https://www.lasroc.org/	Legal Services for Adults c/o Catholic Family Center 87 North Clinton Avenue Rochester, New York 14604 (585) 546-7220 https://www.cfcrochester.org/ (Serves persons 60 and over in civil matters)
Legal Assistance of Western New York 1 West Main Street, 4th Floor Rochester, New York 14614 (585) 325-2520 https://www.lawny.org/ (Serves those with income at or below 150% of poverty level)	Volunteer Legal Services Project of Monroe County, Inc. JustCause, Telesca Center for Justice One West Main Street, 5th Floor Rochester, New York 14614 (585) 232-3051 https://www.vlsprochester.org/ (Serves persons at or below 125% of federal poverty level in civil matters)
Monroe County Veterans Service Agency 125 Westfall Road Rochester, NY 14620 Ph: 585-753-6644 Fax: 585-753-6602	

Exhibit VII.

PET ADDENDUM TO RESIDENCY AGREEMENT

Assisted Living & Memory Care

This Pet Addendum ("Addendum") is incorporated into the Residency Agreement between _____ ("Resident") and RPH East Community ("Community"), dated _____.

Keeping a pet in the Community is a privilege, not a right, and approval may be revoked to protect resident safety, sanitation standards, and staff capacity.

1. Approved Pet (Small Dogs & Cats Only). Community Policy: Only **small dogs** and **domestic cats** permitted. Only the following pet(s) are approved:

- A. Dogs must not exceed **25 pounds fully grown**
- B. No puppies or kittens under 1 year unless housebroken/litter trained
- C. No exotic animals, birds, reptiles, rodents, or multiple pets without approval

- Type (Dog or Cat): _____
- Name: _____
- Breed: _____
- Age: _____
- Weight (if dog, must not exceed 25 lbs.): _____

2. Pet Deposit / Fees.

Resident agrees to pay \$ _____ per month for a pet's admission. **RPH East** agrees to provide supervision of the pet, assistance with feeding and basic necessities (toileting and cleaning up outside) for the pet. Resident agrees to comply with all needed veterinary visits and vaccinations.

A. Dog: \$100.00/month

B. Cat: \$50.00/month

3. Health & Veterinary Requirements. The Community may deny or revoke approval for health or hygiene concerns. Dogs and cats must:

- A. Be spayed or neutered
- B. Have current vaccinations (rabies and core vaccines)
- C. Be licensed per local law (dogs)
- D. Be free of fleas, ticks, and parasites
- E. Have annual veterinary documentation on file

4. Responsibility for Pet Care. The Community will assist the Resident with pet care; however, the Resident is expected to participate in the care of the pet. Care Partners will assist the Resident with the following:

- A. Feeding, water, grooming
- B. Exercise (dogs)
- C. Litter box maintenance (cats)
- D. Immediate cleanup of pet waste
- E. Preventing odors

Litter Box Requirements (Cats)

- A. Litter boxes must be cleaned **daily**
- B. Waste must be disposed of in sealed bags
- C. Litter boxes must not create odor or sanitation concerns
- D. Community may require additional cleaning if odors are detected.

5. Staff Role in Shared Caregiver Environment. Community caregivers will assist the resident in caring for the pet. Pets must be secured during personal care, medication passes, and treatments. If unmet pet needs affect sanitation or safety, this is a violation. Staff will assist the resident with the following:

- A. Walk dogs
- B. Feed animals
- C. Clean litter boxes or waste
- D. Groom pets
- E. Transport animals

6. Assisted Living and Memory Care Provisions. Decline in ability may result in reassessment and removal. Resident must demonstrate ability to:

- A. Participate in pet care
- B. Recognize toileting/litter needs
- C. Safely control dog on leash

Memory Care. Due to cognitive impairment risks:

- A. Pets must be calm and non-reactive
- B. Cats must remain in the resident room unless transported in a carrier
- C. Dogs must be leashed at all times outside the residents room
- D. Pets may be restricted during behaviors, wandering, or agitation
- E. Community may require removal if the pet increases fall risk, distress, or confusion

7. Behavior Standards. Aggressive behavior may result in **immediate removal**. Pets must:

- A. Be housebroken/litter trained
- B. Not bite, scratch, jump on, or threaten anyone
- C. Not create excessive noise (barking, yowling)
- D. Not create tripping hazards
- E. Not roam freely in common areas

8. Supervision & Restricted Areas. Dogs must be leashed or carried. Cats must be in carriers outside the residents room. Pets are not allowed in:

- A. Dining rooms
- B. Food prep areas
- C. Medication rooms
- D. Activity programs (unless approved)

9. Higher Acuity / Decline in Condition. Pet must be removed within **24 hours** if the Resident is not on the premises cannot engage with the pet. The Community may require removal of the pet if the Resident:

- A. Is hospitalized
- B. Transitions to higher care
- C. Develops cognitive or physical decline
- D. Cannot maintain pet care

Emergency Pet Caregiver (Required):

Name:

Phone:

10. Damage & Sanitation. Resident is responsible for:

- A. Carpet/floor damage
- B. Scratching (doors, furniture)
- C. Odors
- D. Stains
- E. Flea infestation

12. Health & Safety Authority. The Community may require immediate removal if pet:

- A. Creates a fall risk
- B. Causes distress to others
- C. Interferes with care delivery
- D. Creates infection control concerns
- E. Exceeds staffing capacity

13. Violation. Violations may result in:

- A. Warning
- B. Corrective plan
- C. Immediate pet removal
- D. Termination of pet privileges

14. Service & Assistance Animals. This Addendum does not apply to approved service or assistance animals, which are handled under separate policy per applicable law.

Signature of Community Representative Title

Date

Signature of Resident

Date

Signature of Resident

Date

EXHIBIT VII.
CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

**CONSUMER INFORMATION GUIDE:
ASSISTED LIVING RESIDENCE**

TABLE OF CONTENTS

	Page
Introduction	3
What is an Assisted Living Residence?	3
Who Operates ALRs?	4
Paying for an ALR	4
Types of ALRs and Resident Qualifications	4
Basic ALR	4
Enhanced ALR (EALR)	5
Special Needs ALR (SNALR)	5
Comparison of Types of ALRs	6
How to Choose an ALR	7
Visiting ALRs	7
Things to Consider	7
Who Can Help You Choose an ALR?	8
Admission Criteria and Individualized Service Plans (ISP)	9
Residency Agreement	9
Applying to an ALR	9
Licensing and Oversight	10
Information and Complaints	10
Glossary of Terms Related to Guide	11



INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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



WHO OPERATES ALRs?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

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

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

- a) The resident hires 24-hour appropriate nursing and medical care to meet their needs;
- b) The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR;
- c) The operator agrees to provide services or arrange for services and is willing to coordinate care; and
- d) The resident agrees with the plan.

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

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

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

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

Comparison of Types of ALRs

	ALR	EALR	SNALR
Provides a furnished room, apartment or shared space with common shared areas	X	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities	X	X	X
Periodic medical visits with providers of resident choice are arranged	X	X	X
Medication management assistance	X	X	X
24 hour monitoring by support staff is available on site	X	X	X
Case management services	X	X	X
Individualized Service Plan (ISP) is prepared	X	X	X
Assistance with walking, transferring, stair climbing and descending stairs, as needed, is available		X	
Intermittent or occasional assistance from medical personnel from approved community resources is available	X	X	X
Assistance with durable medical equipment (i.e., wheelchairs, hospital beds) is available			X
Nursing care (i.e. vital signs, eye drops, injections, catheter care, colostomy care, wound care, as needed) is provided by an agency 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 dislikes 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 refund policies; rules of the residence, termination and discharge policies; and resident rights and responsibilities.

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department’s website at:

http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf.

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

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

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

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

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

LICENSING AND OVERSIGHT

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

INFORMATION AND COMPLAINTS

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

Glossary of Terms Related to Guide

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



State of New York
Department of Health