



Department of Health

ANDREW M. CUOMO
Governor

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

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

October 18, 2018

Carla Suero, President & CEO
815 Hopkins Road
Williamsville, New York 14526

Project # 3294
Heathwood Assisted Living at Penfield, Inc.

Dear Ms. Suero:

The main body of your Residency Agreement and the EHP/ALR/EALR/SNALR Addenda are approved contingent upon receipt of your Operating Certificate for EHP/ALR/EALR/SNALR. Enclosed is a copy of the approved Residency Agreement for your records and immediate use.

Please be advised that the approved Residency Agreement may not be altered without prior Department approval, pursuant to 10 NYCRR §1001.8(f)(6). If you wish to propose any revisions to this agreement, prior to implementation, you must first submit the changes to my office for review and approval to:

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

Failure to submit the revisions and receiving Department approval prior to implementing a Residency Agreement may result in enforcement action and the imposition of civil penalties.

As always, thank you for your cooperation.

Sincerely,

Valerie A. Deetz, Director
Division of Adult Care Facilities
and Assisted Living Surveillance

cc: N. Nickason
G. Currenti
H. Hayes
L. O'Connell

Enc. Approved Residency Agreement

HEATHWOOD ASSISTED LIVING AT PENFIELD

ASSISTED LIVING RESIDENCE
RESIDENCY AGREEMENT

APPROVED
Div of Adult Care Facilities and
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RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

This Agreement is made between **Heathwood Assisted Living at Penfield**, "Operator",
_____(the "Resident" or "You"), _____, (the "Resident's
Representative", if any); and _____(the "Resident's
Legal Representative", if any).

RECITALS

- A. The Operator is licensed by the New York State Department of Health to operate at **100 Elderwood Court, Penfield, New York 14526** as an Assisted Living Residence (The Residence) known as **Heathwood Assisted Living at Penfield** and as an Enriched Housing Program. The operator is also certified to operate an Enhanced Assisted Living Residence, a Special Needs Assisted Living Residence and an Assisted Living Program at this location.
- B. You have requested to become a Resident at The Residence and The Operator has accepted your request.

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AGREEMENTS

I. Housing Accommodations and Services

Beginning on _____ the "Operator" shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Apartment.** You may occupy a ☐ **Semi-Private** ☐ **Studio** _____
☐ **One-Bedroom** _____ ☐ **Two-Bedroom** ☐ **Companion Suite.**

Your Apartment number is _____ and subject to the terms as follows:

2. **Common areas.** You will be provided with the opportunity to use common areas at the Residence including: **four (4) lounges, two (2) living rooms, main dining room, private dining room, community room, (2) wellness rooms, library, chapel, café, front porch, fenced in patio/back yard, gift shop and a theatre Room.**

3. **Furnishings/Appliances Provided by the Operator.** The following listing of an inventory of furnishings, appliances and other items supplied by the Operator in Your room. Each apartment has window blinds, bath/shower, closet, and hinged entry door.

Additional furnishings such as bed with mattress, pillow, chair, nightstand table with lockable drawer, dresser, lamp, sheets, pillowcase, blanket, and bedspread are made available if Your personal belongings are not brought to the facility.

4. **Furnishings/Appliances Provided by You.** The following listing of furnishings, appliances and other items supplied by you in your room.

☐ Television ☐ TV stand

☐ 1 power strip (only can have 4 items plugged into strip)

☐ 1 extension cord less than 6 feet long.

Other: _____

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Items (furnishings and appliances) not be permitted for safety reasons.

Space heater, electric blanket, throw rugs, candles, electric air fresheners, electrical plug adaptors, extension cords greater than 6 feet in length.

B. Basic Services The following basic services will be provided to you, in accordance with your Individualized Services Plan.

1. Meals and Snacks. Three (3) nutritionally well-balanced meals per day, served at regularly scheduled times as well as one evening snack is included in Your Basic Rate. A Low Concentrated Sweets Modified Diet will be available to You if ordered by Your Physician and included on Your Individualized Service Plan.

2. Activities. The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.

3. Weekly Housekeeping Services

4. Laundry of Your personal washable clothing and linens. The Operator will provide weekly laundry of your personal washable clothing and linens.

5. Supervision on a 24-hour basis. The "Operator" will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring, responding to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis as well as the other components of supervision as specified in law.

6. Case Management. The "Operator" will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

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7. Personal Care. Will be provided based on needs identified by Your Physician and "Operator" staff as indicated on Your Individualized Service Plan and may

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include but is not limited to assistance with bathing, grooming, dressing, toileting, ambulation, transferring and medication administration. You agree the level of care provided by the Operator meets Your needs. As such, at any time You do not agree that the level of care is appropriate, You are responsible to notify the Operator.

8. Development of Individualized Service Plan (ISP). A plan will be developed in accordance with Your Physician and "Operator" staff. This ISP will be reviewed and revised every six months and whenever ordered by your physician or as frequently as necessary, to reflect the changing care needs of the resident.

- C. Additional Services.** Exhibit I.C., attached and made part of this Agreement describes in detail, any additional services or amenities available for an additional, supplemental or community fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.
- D. Licensure/Certification Status.** A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit I.D. of this Agreement. Such exhibit will be updated as frequently as necessary.

II. Disclosure Statement

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

III. Fees

A. Basic Rate

1. Flat Fee Arrangement

The Resident, Resident's Representative and/or Resident's Legal Representative agrees that the Resident (*or other specified party*) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement. The Basic Rate as of the date of this agreement is:

Monthly Basic Service Rate: \$ _____ per month

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2. Tiered Fee Arrangements

The Tiered fee arrangement, in which the amount of the Basic Rate Depends upon the types of services provided for some type of service and the fees for each tier of care, are set forth in detail in Exhibit III.A.2. and made part of this agreement.

- B.** 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. In some cases, the law permits the Operator to charge an Additional Fee without the express written approval of the Resident (*Refer to Section III.B of this agreement*).

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

Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community Fees, shall be made only for services and supplies that are supplied to the Resident.

- 3.** A Community fee is a one-time fee of \$1,000 and is required to reserve Your room. This fee is refundable only if You terminate this Agreement in accordance with Section XIII of this agreement and vacate the room within ninety (90) days of the effective date of this Agreement.
- 4.** Supplemental Services and/or Supplies will be itemized and attached to this Agreement as Exhibit I.C. – Additional Services, Supplies or Amenities.

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

C. Billing and Payment Terms

The payment of the Monthly Basic Service Rate and any authorized additional and agreed upon Supplemental or Additional Fees as detailed in this Agreement shall be payable monthly in advance by the first (1st) day of each calendar month to the facility Business Office or as deemed necessary by the Service Provider. A late charge of twenty-five dollars (\$25) and one and one-half percent (1.5%) interest shall be assessed if the Monthly Basic Service Rate is not paid by the tenth (10th) day of the month. The interest shall be **calculated as of the first (1st) day of the month until such amount is paid** provided, however, that the Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are due under this Agreement, and that in the event of such a dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.

D. Adjustments to the 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 increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted.
3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplemental fee upon less than forty-five (45) days written Notice.
5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

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E. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. You are responsible for payment of the Monthly Basic Service Rate of \$_____ for the time You are away from the facility. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice as set forth in Section XIII of this Agreement.

IV. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of Your discharge, but in no case more than three (3) business days after You leave the Residence, the Operator will provide to You, Your Representative or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at this Residence.

The Operator will return at the time of Your discharge, no more than three (3) business days any of Your personal allowance account or property which comes into the possession of the Operator after Your discharge.

- a. **Refund room and board:** The Operator will refund on the basis or a per diem proration any advance payment(s) which You have made.
- b. **Death:** In the event of Your death, the Operator will return Your property to the legally authorized representative of Your estate. In the event of Your death without a Will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the appropriate Surrogate's Court to arrange for transfer of Your property. Refer to section XIII of this agreement.

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V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or items of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given to be transferred. Such listing is attached as Exhibit V and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

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VI. Property or items of value held in the Operator's custody for You.

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit VI of this Agreement.

VII. Fiduciary Responsibility

If the Operator assumes management responsibility over Your funds, the Operator shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for You by the Operator shall be Your property.

VIII. Tipping / Weapons / Pets

The Operator shall not accept, nor allow facility staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

The Operator shall not allow weapons of any kind, including but not limited to mace/pepper spray, guns or knives of any kind.

The Operator shall not allow any animals/pets for permanent residency. Appropriate animals may be brought to the facility for visits, after providing written proof of current vaccinations, including rabies.

IX. Personal Allowance Accounts

The Operator agrees to offer to establish a personal allowance account for any Resident by executing a Statement of Offering (DOH-5195 – Addendum I) with You or Your Representative. You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds. You must complete the following:

- | | |
|---|---|
| ☐ I receive SSI funds | ☐ I have applied for SSI funds |
| ☐ I receive SNA funds | ☐ I have applied for SNA funds |
| ☐ I do not receive either SSI or SNA funds | |

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

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X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine if the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan. You have agreed the Operator can meet your needs.
4. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
5. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of this Agreement.

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XI. Rules of the Residence (if applicable)

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

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

- A. You, or Your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:
 1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.

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

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XIII. Termination and Discharge

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

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from

an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits;

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

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

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

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

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

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Social Worker's Initials: *ch*

This Agreement shall be terminated automatically in the event of Your death. Your estate will be billed for any unpaid charges. The Operator will charge, and is entitled to keep the full Monthly Basic Service Rate charged for the entire calendar month regardless of what portion of the month Your room is occupied.

XIV. Transfer

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

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

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

Transferring to another Room: If You request a transfer from one room to another within the Residence, You agree to pay the Operator a non-refundable transfer fee of \$750. This non-refundable transfer fee will include the cost of maintenance and

cleaning of the room. The Operator may waive the transfer fee for reasons including, but not limited to:

- Your room preference was not available at the time of admission
- Your health care needs change thus requiring a different room
- Your financial needs change thus requiring a different room

XV. Resident Rights and Responsibilities

Attached as Exhibits XV and XVI (as applicable) 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 within the Residence. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. You will have the right to voice grievances or recommendations about treatment or care. A Concern Log will be used to communicate Your concerns to facility staff. The Operator agrees to address any complaints or concerns in a timely manner.

The Operator agrees that the Residents of this residence may organize and maintain councils or such other self-governing body as the Residents may choose.

The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' Organization that addresses the same.

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

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not

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Div of Adult Care Facilities and
Licensing

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- consistent with the statute and regulation shall be null and void.
3. The parties agree that Assisted Living Residency Agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three (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.
 4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

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

_____	_____
Dated	(Signature of Resident)
_____	_____
Dated	(Signature of Resident's Representative)
_____	_____
Dated	(Signature of Resident's Legal Representative)
_____	_____
Dated	(Signature of Operator/Operator's Representative)

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EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

SERVICES	COST	ARRANGEMENTS
<u>BEAUTICIAN / BARBER:</u>	Cost per service provided	Please schedule an appointment with the beautician
<u>LOCAL NEWS PAPER</u>	Current Rates Apply	Resident's subscription order is placed by the resident or responsibility party.
<u>SHOPPING</u>	Per item at time of purchase	Per wellness calendar - Local grocery store weekly Facility Gift Shop
<u>Dry Cleaning</u>	Per item at time of service	Resident/Responsible Party
<u>Phone Services</u>	Current Rates Apply	Resident/Responsible Party
<u>Transportation – Facility Van</u>	No Charge within 10-mile radius (If available)	Resident/Responsible Party to make arrangements with facility staff
<u>Public Transportation</u>	Current Rates Apply except when payment is available under Medicare, Medicaid or other third-party coverage.	Resident/Responsible Party
<u>Basic Cable Television</u>	Included	Operator
<u>Community Fee</u>	\$1000.00	Resident/Responsible Party

Fees as of 10/2018

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EXHBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Your Right to Choose Providers

All Residents of this facility have the right to receive services from any provider, regardless of whether the Operator of this Facility has an arrangement with that provider. All Residents have the right to choose his/her health care providers.

1. Home Care Agency:

**Home Care of Rochester (HCR)
85 Metro Park
Rochester, NY 14623
800-270-4904
585-272-1930**

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EXHIBIT II

DISCLOSURE STATEMENT

Heathwood Assisted Living at Penfield ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

Referenced at www.health.ny.gov

1. The Consumer Information Guide developed by the Commissioner of Health is hereby available at: <https://www.health.ny.gov/publications/1505.pdf>

2. The Operator is licensed by the New York State Department of Health to operate 100 Elderwood Court, Penfield NY 14526, an Assisted Living Residence.

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

- Special Needs Assisted Living services for up to a maximum of 24 persons.
- Enhanced Assisted Living services for up to a maximum of 25 persons.
- Assisted Living Program services for up to a maximum of 25 persons.

Optional Provision Begins

Below is a list of the needs/conditions that the Operator is able to serve and accommodate under its Special Needs Assisted Living Certification. ***Such individuals who may be eligible for the Special Needs Assisted Living Certificate or Enhanced Assisted Living Certificate includes those who:***

- a. are medically stable; not in need of continual nursing care to preserve or maintain an otherwise unstable medical condition.
- b. may require more intensive or additional/chronic assistance to perform Activities of Daily Living.
- c. are capable of accepting direction and of self-preservation. Assistance with management of care and daily living needs will be provided through informal or formal surrogates.

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- d. chronically require physical assistance of another person to climb/descend stairs.
- e. are Dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel.
- f. Below is a list of needs/conditions that the Operator is not able to serve and accommodate under its Special Needs Assisted Living Certification, Enhanced Assisted Living Certification or Assisted Living Program.

Such individuals who will not be eligible under the Special Needs Assisted Living, Enhanced Assisted Living or Assisted Living Program Certificate includes those who:

- a. exhibit unmanageable assaultive or aggressive behavior;
- b. are chronically intrusive, disruptive, or exhibit other behavioral characteristics to the extent that they interfere with the orderly operation of the facility;
- c. chronically attempt to elope to the extent that they present a danger to themselves or interfere with the orderly operation of the facility;
- d. are chronically uncooperative or resistive to the provision of personal care services, including any necessary toileting program and assistance with medications, as well as other such services, to the extent that such care cannot be maintained or managed.

Optional Provision Ends

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

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It is important to note that The Operator is currently approved to accommodate within the Special Needs Assisted Living, Enhanced Assisted Living programs or Assisted Living program only up to the numbers of persons stated above. If You become appropriate for Special Needs Assisted Living Services, Enhanced Assisted Living Services, or Assisted Living Program and one of those units is available, You will be eligible to be admitted into the Special Needs Assisted Living, Enhanced Assisted Living Program or Assisted Living Program. If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Special Needs Assisted Living, Enhanced Assisted Living Residence program or Assisted Living Program within this Residence, it may be necessary for You to change your

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(room) within the Residence.

Heathwood Assisted Living at Penfield coordinates home care services with an approved home care agency. You may elect to use this home care provider or choose another provider.

1. The owner of the real property is **Robert M. and Carol Chur**. The address of such real property is 100 Elderwood Court, Penfield, NY 14526. The following individual is authorized to accept personal service on behalf of the property owner: **Administrator; President; Vice President of Operations Support; Designee.**
2. The Operator of the Residence is **Heathwood Assisted Living at Penfield**. The mailing address of the Operator is 100 Elderwood Court, Penfield, New York 14526. The following individual is authorized to accept personal service on behalf of the operator: **Administrator; President; Vice President of Operations Support; Designee.**
3. The Operator **has** ownership interest of **Heathwood Assisted Living at Penfield** in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence.
4. All Residents of this facility have the right to receive services from any provider, regardless of whether the Operator of this Facility has an arrangement with that provider.
5. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
6. Public funds for the payment of residential, supportive or home health services are available for eligible individuals. This facility does not accept Public Funds payments as payment in full. Therefore, if the facility rate exceeds the amount of Public Funds available to the resident and the resident is unable to pay (in full) the balance of the facility's basic daily rate, the facility will assist the resident in securing placement at another facility, pursuant to applicable laws and regulations.
7. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772.
8. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. The local LTCOP telephone number is (585) 287-6414. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

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EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS FOR ENRICHED ASSISTED LIVING RESIDENCE (ALR) / ENHANCED ASSISTED LIVING RESIDENCE (EALR)

Heathwood Assisted Living at Penfield utilizes an Assessment Tool prior to move in to determine the appropriate level of care, every six months and upon change of condition.

Monthly Rental Includes:

- ❖ 24-hour nursing staff on duty
- ❖ 24-hour emergency response system
- ❖ Case Management Services
- ❖ Medication management up to ten medications (refer to Exhibit III.C for additional charges)
- ❖ Three nutritious meals daily, plus evening snack
- ❖ Hotel-style services including weekly housekeeping/laundry and daily trash removal
- ❖ Full-time recreation/activities program
- ❖ All utilities including Cable TV
- ❖ Weekly shower assistance
- ❖ Medical transportation (within a 10-mile radius as available, seating limited)
- ❖ Month-to-month rental (30-day Notice), no lease required

Level II – Enriched ALR

Monthly Rent plus \$525 additional per month

- ❖ Includes all monthly services + one or more of the following:
- ❖ Assistance with morning or evening care (dressing/undressing)
- ❖ Daily reminders for grooming needs (direction/setup – verbal cues)
- ❖ Assistance with oxygen management
- ❖ Medication reminders
- ❖ Toileting reminders once per day
- ❖ Assistance with diabetic needs (i.e. blood sugar monitoring, insulin management)
- ❖ Judgment – requires occasional re-direction.
- ❖ Requires Assistance by staff for two showers per week
- ❖ Requires two laundry / cleaning days per week
- ❖ Requires repeated prompting (a.m. wake up, meal reminders, medication reminders)

Level III – Enhanced Assisted Living (EALR)

Monthly Rent plus \$1,050 additional per month

- ❖ Includes all Level II services + one or more of the following:
- ❖ Dressing – requires clothing management system
- ❖ Assistance with daily grooming needs
- ❖ Escorts to and from meals consistent but not daily
- ❖ Requires a daily toileting schedule
- ❖ Judgment – Requires daily re-direction and supervision of tasks
- ❖ Requires Assistance by staff for three showers per week
- ❖ Requires three laundry / cleaning days per week

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LEVEL IV – Enhanced Assisted Living (EALR)

Monthly Rent plus \$1,800 additional per month

- ❖ Includes all Level III services + one or more of the following
- ❖ Requires daily escorts to and from meals
- ❖ Requires Assistance by staff for more than three showers per week
- ❖ Requires more than three laundry / cleaning days per week
- ❖ Requires daily assistance to manage incontinence

❖ Judgment – Requires constant re-direction and supervision

**EXHIBIT III.C.
RATE/FEE SCHEDULE**

ENRICHED / ASSISTED LIVING RESIDENCE (ALR) / ENHANCED ASSISTED LIVING (EALR)				
APARTMENT STYLE	ENRICHED/ALR Monthly Rent	ALR* LEVEL II Monthly Rent	EALR* LEVEL III Monthly Rent	EALR* LEVEL IV Monthly Rent
Semi-Private (Private room w/shared bath)	\$3,265	\$3,790	\$4,315	\$5,065
Studio - 346 sq. ft. A-C wing / D-Wing	\$3,920/\$4,200	\$4,445/\$4,725	\$4,970/\$5,200	\$5,720/\$6,000
Studio (Large) – 400 sq. ft. (Rooms: 107/207/157/257/241/225)	\$4,020	\$4,545	\$5,070	\$5,820
One Bedroom - 514 sq. ft. A-C wing / D-Wing	\$4,495/\$4,700	\$5,020/\$5,225	\$5,545/\$5,750	\$6,295/\$6,500
One Bedroom Plus - 600 sq. ft. (Accommodates 2)	\$4,695	\$5,220	\$5,745	\$6,495
One Bedroom w/Study - 638 sq. ft. (Apartment #'s 120 & 220 ONLY)	\$4,795	\$5,320	\$5,845	\$6,595
One Bed Deluxe - 700 sq. ft. (Apartment #'s 101 & 201 ONLY)	\$4,845	\$5,370	\$5,895	\$6,645
Two Bedroom - 840 sq. ft. A-C wing / D-Wing	\$4,995/\$5,200	\$5,520/\$5,725	\$6,045/\$6,250	\$6,795/\$7,000
Second Person Fee (In designated apartments)	\$1,200	\$1,725	\$2,250	\$3,000
One Time Community Fee	\$1,000	\$1,000	\$1,000	\$1,000

MEMORY CARE - SPECIAL NEEDS ASSISTED LIVING (SNALR)	
APARTMENT STYLE	MONTHLY RENT
Companion Suite	\$5,900
Studio Apartment	\$6,300
One Bedroom Apartment	\$6,500
One Time Community Fee	\$1,000

MEDICATION MANAGEMENT	
NUMBER OF MEDICATIONS	MONTHLY COST
1-10 MEDICATIONS	NO ADDITIONAL FEE
11-20 MEDICATIONS	\$125
21-30 MEDICATIONS	\$225
30+ MEDICATIONS	\$325

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

The following money, property or things of value have been voluntarily transferred to the Operator, by You.

Resident/Representative Signature _____ Date _____

Operator Signature _____ Date _____

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PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Operator Signature _____ Date ____ / ____ / ____

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EXHIBIT XI

RESOURCES

NYS Department of Health Adult Home Complaint Hotline 1-866-893-6772

The Department's toll free number is for the reporting of complaints regarding home care services and the services provided by the assisted living operator.

Local Ombudsmen - American Red Cross (585) 287-6414

A Long-Term Care Ombudsman is a trained and certified advocate who is available to resolve issues on behalf of the residents and their families. Their mission is to protect the health, safety, welfare, human and civil rights of persons living in assisted living and other facilities. They serve as a link between residents and government resources that can be used to resolve issues.

New York State Directory (Effective 1/17)

County	Name	Phone	Email
ALLEGANY	Taryn Roloson	607-962-8225 ext. 112	troloson@aimcil.com
CATTARAUGUS	Lisa Newman	716-817-9222 844-527-5509	lnewman@people-inc.org
CHAUTAUQUA	Lisa Newman	716-817-9222 844-527-5509	lnewman@people-inc.org
CHEMUNG	Suzanne Motheral	607-274-5498	smotheral@tompkins-co.org
ERIE	Lisa Newman	716-817-9222 844-527-5509	lnewman@people-inc.org
FULTON	Kathryn Horan	518-372-5667	khoran@cathcharschdy.org
GENESEE	Alana Russell	585-287-6414	arussell@lifespan-roch.org
MONROE	Alana Russell	585-287-6414	arussell@lifespan-roch.org
NIAGARA	Lisa Newman	716-817-9222 844-527-5509	lnewman@people-inc.org
ONEIDA	Krystal Wheatley	315-272-1872	kwheatley@rcil.com
ONONDAGA	Jeff Parker	315-671-5108	jparker@ariseinc.org
ONTARIO	Alana Russell	585-287-6414	arussell@lifespan-roch.org
OSWEGO	Jeff Parker	315-671-5108	jparker@ariseinc.org

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EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

- (A) Every resident's participation in assisted living shall be voluntary, and prospective Residents shall be provided with sufficient information regarding the residence to make an informed choice regarding participation and acceptance of services;
- (B) Every resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed;
- (C) Every resident shall have the right to have private communications and consultation with his or her physician, attorney, and any other person;
- (D) Every resident, resident's representative and resident's legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residence's staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the residence to work for improvements in resident care;
- (E) Every resident shall have the right to manage his or her own financial affairs;
- (F) Every resident shall have the right to have privacy in treatment and in caring for personal needs;
- (G) Every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;
- (H) Every resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as-needed basis;
- (I) Every resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the operator or any person affiliated with the operator;
- (J) Every resident shall have the right not to be coerced or required to perform work of staff members or contractual work;
- (K) Every resident shall have the right to have security for any personal possessions if stored by the operator;
- (L) Every resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided that an

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operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a resident who has been fully informed of the consequences of such refusal;

- (M) Every resident and visitor shall have the responsibility to obey all reasonable regulations of the residence and to respect the personal rights and private property of the other residents;
- (N) Every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident in any report of such accident or incident;
- (O) Every resident shall have the right to receive visits from family members and other adults of the resident's choosing without interference from the assisted living residence; and
- (P) Every resident shall have the right to written notice of any fee increase not less than forty-five (45) days prior to the proposed effective date of the fee increase; provided, however, that if a resident, resident representative or legal representative agrees in writing to a specific rate or fee increase through an amendment of the residency agreement due to the resident's need for additional care, services or supplies, the operator may increase such rate or fee upon less than forty-five (45) days written notice.
- (Q) Every resident of an assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have a right to be informed by the operator, by a conspicuous posting in the residence, on at least a monthly basis, of the then-current vacancies available, if any, under the operator's enhanced and/or special needs assisted living programs.

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

IF YOU FEEL THAT ANY OF THE RIGHTS IDENTIFIED HAVE BEEN OR ARE BEING VIOLATED, YOU MAY CONTACT:

To report complaints regarding home care services and the services provided by this facility, contact the New York State Department of Health toll free at (866) 893-6772 www.nyhealth.gov

NYS Department of Health Regional Offices:

Western Regional Office
Triangle Building
335 East Main Street
Rochester, NY 14604-2127
(585) 423-8100

The Long Term Care Ombudsman Program
The NYS Office for the Aging
Two Empire State Plaza
Albany, New York 12223-1251
Toll Free (855) 582-6769
Local Chapter (716) 878-2385

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EXHIBIT XVI

RESIDENT RIGHTS AND RESPONSIBILITIES ASSISTED LIVING PROGRAM (If Applicable)

The Social Services Law and the Public Health Law give you certain rights as a resident. AT A MINIMUM, A RESIDENT HAS THE RIGHT:

1. To receive courteous, fair and respectful care and treatment, and not be physically, mentally or emotionally abused or neglected in any manner;
2. To exercise his or her civil rights and religious liberties, and to make personal decisions, including the choice of physician, and to have the assistance and encouragement of the operator in exercising these rights and liberties;
3. To have private written and verbal communications or visits with anyone of his or her choice, or to deny or end such communications or visits;
4. To send and receive mail or any correspondence unopened and without interception or interference;
5. To present grievances and complaints including those related to care and services and recommend changes in policies and services on his/her behalf, or the behalf of other residents, to the administrator, facility staff, the Department of Health, other government officials or any other parties without fear of interference, coercion, discrimination or reprisal. This extends to the resident's designee, as well. If not satisfied with the results of the complaint investigation, the resident or his/her designee shall have the right to appeal the outcome to the Department of Health or other government agency, as appropriate.
6. To join other residents or individuals inside or outside the facility to work for improvement in resident care;
7. To confidential treatment of personal, social, financial and health records;
8. To have privacy in treatment and in caring for personal needs;
9. To receive a written statement (admission agreement) of the services regularly provided by the facility operator, those additional services which will be provided if the resident needs or asks for them and the charges (if any) for these additional services;
10. To manage his or her own financial affairs;
11. To not be coerced or required to perform the work of staff members or contractual work; and if the resident works, to receive fair compensation from the operator of the facility;
12. To have security for any personal possessions if stored by the operator;

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13. To have recorded on the facility's accident or incident report the resident's version of the events leading up to the accident or incident;
14. To object if the operator terminates the admission agreement against the resident's will; and
15. To refuse treatment after being fully informed of and understanding the consequences of such actions, unless such refusal causes, or is likely to cause, in the judgment of a physician, life threatening danger to the resident or others.

IF YOU FEEL THAT ANY OF THESE RIGHTS HAVE BEEN OR ARE BEING VIOLATED, YOU MAY CONTACT:

NYS Department of Health, Office of Housing & Adult Services Regional Office:

Western Regional Office (Rochester)
335 East Main Street 1st Floor
Rochester, NY 14604
(585) 423-8185

The Long-Term Care Ombudsman Program
The NYS Office for Aging
Two Empire State Plaza
Albany, NY 12223-1251
Toll Free (855) 582-6769
Local Chapter (716) 878-2385

OR

NYS Department of Health, Office of Health Systems Management Area Office:

Home Care Program
Rochester Area Office
Triangle Building
335 East Main Street
Rochester, NY 14604-2127
(585) 423-8121

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Heathwood Assisted Living Resident and Family Compliments/Concerns

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**ADDENDUM A
(If Applicable)**

**SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between Heathwood Assisted Living at Penfield (the "Operator"), _____, (the "Resident" or "You"), _____ the "Resident's Representative"), and/or _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated ____/____/____.

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

I. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Heathwood Assisted Living at Penfield located at 100 Elderwood Court, Penfield, New York 14526.

II. Request for and Acceptance of Admission

You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Special Needs Assisted Living Residence (the "Residence") and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

- Specialized services to be provided in the Special Needs Residence; a secure specially designed memory care.
- The memory care unit is staffed with direct care staff at a ratio of 1:8 for days and evenings and 1:15 for the overnight hours.
- All staff working on the memory care unit are provided additional training in dementia care by appropriately trained educators. In addition, care staff are provided at least 12 hours of work related training annually. The facility has a

partnership with the local Alzheimer's Association to provide staff and family programs.

- Memory care offers a secure environment with a delayed egress exit, alarmed secure exit doors with a keypad to enter and exit the area to protect the health, safety and welfare of Residents.

IV. Addendum Agreement Authorization.

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

_____/_____/_____
Date (Signature of Resident)

_____/_____/_____
Date (Signature of Resident's Representative)

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

_____/_____/_____
Date (Signature of Operator or Operator's Representative)

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>DJS</u>	DATE <u>8 / 9 / 18</u>

**ADDENDUM B
(If Applicable)**

ENHANCED ASSISTED LIVING RESIDENCE

This is an addendum to a Residency Agreement made between Heathwood Assisted Living at Penfield (the "Operator"), _____, (the "Resident" or "You"), _____ the "Resident's Representative"), _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. Enhanced Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Heathwood Assisted Living at Penfield located at 100 Elderwood Court, Penfield, New York 14526.

II. Request for and Acceptance of Admission

You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Enhanced Assisted Living Residence (the "Residence") and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

- Specialized services to be provided in the Enhanced Residence include assistance with; transfers, unmanaged incontinence, catheter/ostomy care, medical equipment and feeding assistance approved by this licensure.
- Staffing levels are posted for review.

APPROVED BY _____	
DIVISION OF ADULT CARE FACILITIES Agreement (PEN)	
ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>DIS</u>	DATE <u>5/21/18</u>

9/11/18 (DSS)

INITIALS _____	DATE _____
NYSDOH REGIONAL OFFICE	
ASSISTED LIVING SURVEILLANCE	
DIVISION OF ADULT CARE FACILITIES	
APPROVED BY _____	

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- Staff education and training and work experience and professional affiliations or special characteristics relevant to serving persons with enhanced needs;
- Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

IV. Addendum Agreement Authorization.

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

Dated _____ (Signature of Resident)

Dated _____ (Signature of Resident's Representative)

Dated _____ (Signature of Resident's Legal Representative)

Dated _____ (Signature of Operator or Operator's Representative)

APPROVED BY	
_____ DIRECTOR, ADULT CARE FACILITY & COMMUNITY LIVING SURVEILLANCE	
_____ REGIONAL OFFICE	
DATE	5/21/18
9/11/18 DJS	

ADDENDUM C
(If Applicable)

ASSISTED LIVING PROGRAM RESIDENCE

I. General Provisions

This is an addendum to a Residency Agreement made between Heathwood Assisted Living at Penfield (the "Operator"), _____, (the "Resident" or "You"), _____ the "Resident's Representative"), _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

II. Assisted Living Program Certification

The Operator is currently certified by the New York State Department of Health to provide Assisted Living Program services at Heathwood Assisted Living at Penfield located at 100 Elderwood Court, Penfield, New York 14526.

III. Request for and Acceptance of Admission

You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Assisted Living Program Residence (the "Residence") and the Operator has accepted such request.

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

The parties to this addendum understand that this program is an Assisted Living Program (ALP) providing long term residential care and providing or arranging for home care services to the resident in accordance with New York State Social Services Law and Public Health Law and the regulations of the New York State Department of Health.

IV. Assisted Living Program Services

The ALP operator must be responsible for providing an organized, 24-hour-a-day program of supervision, care and services including:

- 1) The services listed in the Admission Agreement; and
- 2) The provision of, or arrangement for, the following home care services.

B13-CM Residency Agreement (PEN)

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>DTJ</u>	DATE <u>10/17/18</u>

Personal care services which are reimbursable under Title XIX of the federal Social Security Act; Home health aide services; Personal emergency response services; Nursing services; Physical therapy; Occupational therapy; Speech therapy; Medical supplies and equipment not requiring prior approval; and Adult day health care in a program approved by the Commissioner of Health.

V. Furnishings/Appliances Provided by the Operator. The following listing of an inventory of furnishings, appliances and other items supplied by the Operator in Your room. Each apartment has window blinds, bath/shower, closet, and hinged entry door. Additional furnishings include a bed with mattress, pillow, chair, nightstand table with lockable drawer, dresser, lamp, sheets, pillowcase, blanket, and bedspread are made available if Your personal belongings are not brought to the facility.

VI. Financial Arrangements

The following supersedes the Financial Arrangements section III. A. 1 and 2 of the admission agreement:

The resident and the resident's representative, if any, agree to pay, and the operator agrees to accept, the following payment in full satisfaction of the basic rate for services, material, equipment, and food as specified in the Admission Agreement and in Section II of this addendum which the operator must provide according to law and regulation: Monthly Rate \$_____.

The resident agrees to apply for and maintain all applicable income entitlements and public benefits necessary to pay for services provided by the operator.

The resident agrees to responsibility and pay for all personal clothing, health care services including, without limitation; hospital, skilled nursing facility, physicians; rehabilitation therapists, nursing services, private duty personnel, medications and vitamins not covered by individual insurance, eye, ear, and dental examination and services, laboratory testing, x-rays, telephone, cable, beauty/barber services.

VII. Resident Rights and Responsibilities

Attached as Exhibit XVI and made a part of this Agreement is a Statement of Resident Rights and Responsibilities for Assisted Living Program. This Statement will be posted in a readily visible common area within the Residence. The Operator

B13-CM Residency Agreement (PEN)

VISION OF ADULT CARE FACILITY &
ASSISTED LIVING SURVEILLANCE

NYSDOH REGIONAL OFFICE

INITIALS DJS DATE 10 / 17 / 18

agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

VIII. Specialized Programs, Staff Qualifications and Environmental Modifications

- Specialized services to be provided in the Assisted Living Program Residence include assistance with; dressing, grooming, bathing, medication management and other activities of daily living, approved by this licensure.
- Direct care staff are scheduled 24 hours/day, 7 days/week. Additional staff include environmental, wellness, dining, a case manager, RN nurse manager, and Administrator. Staffing is available for review.
- Staff are provided at least 12 hours of work related education and training annually. Direct care staff are certified through New York State and a background check is completed;
- The building is secure with alarmed doors and after-hours entry requires a key pad code to enter or exit the building. A Wanderguard system is in place at the front entrance for those residents at risk for wandering and a pull cord system connected to the facility radio is located in each apartment to protect the health, safety and welfare of Residents.

IX. Addendum Agreement Authorization.

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

_____	_____
Dated	(Signature of Resident)
_____	_____
Dated	(Signature of Resident's Representative)
_____	_____
Dated	(Signature of Resident's Legal Representative)
_____	_____
Dated	(Signature of Operator or Operator's Representative)

B13-CM Residency Agreement (PEN)

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>DJS</u>	DATE <u>10.17.18</u>

ADDENDUM D

Financial responsibility with 30-day Notice

The undersigned acknowledges that a thirty (30) day written notice to voluntarily or involuntarily terminate the Admission Agreement is required.

The undersigned also acknowledges that he/she is required to pay the Monthly Basic Service Rate for the entire thirty (30) day notice period.

The resident's obligation to pay the Monthly Basic services rate will terminate as of the latter of the thirty (30) day written notice period or the date the apartment/unit/room has been vacated and all the residents' property has been removed from the apartment/unit/room.

Resident Signature or Authorized Representative/Power of Attorney

____/____/____
Date

Facility Representative Signature

____/____/____
Date

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Reviewer's Initials:

ADDENDUM E

Personal Guarantee of Payment (Optional)

_____ 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 is not covered by the basic rate:

Guarantor's Signature

Guarantor's Name (Print)

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OCT 18 2018

Date: _____
NYS Department of Health
Reviewer's Initials:

ADDENDUM F

Guarantor of Payment of Public Funds (Optional)

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

Guarantor's Signature

Guarantor's Name (Print)

Date

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

**ADDENDUM G
ASSISTED LIVING PROGRAM**

RELEASE OF RESIDENT MEDICAID INFORMATION TO FACILITY

I, _____, hereby authorize the

_____ County Department of Health

("the Department") to release information about _____'s
Medicaid case to:

Heathwood Assisted Living at Penfield
100 Elderwood Court
Penfield, New York 14526

This information may be used by the facility to assist the Resident to obtain Medicaid eligibility and annual Medicaid re-certification. This information may include, but is not restricted to, income and resource information related to my Medical Assistance case. The Department is authorized to release all information except for the following:

(indicate information you do not wish released)

This authorization will continue without expiration unless indicated otherwise here:

(Authorization Expiration Date)

I retain the right to rescind this authorization at any time with written notice.

Date

Resident Signature

Date

Responsible Party/Sponsor

Check Appropriate Agency: ☐ Power of Attorney ☐ Resident's Agent
☐ Legally Designated Representative
☐ Next-of-Kin ☐ Guardian
☐ Other _____

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**ADDENDUM H
ASSISTED LIVING PROGRAM**

**AUTHORIZATION FOR FACILITY TO
REPRESENT THE RESIDENT IN THE MEDICAID PROCESS**

Date _____

I, _____, hereby authorize
_____ to act on behalf of

_____ in the Medicaid application and re-certification process. This authorization includes representation in the appeal of a denial of Medicaid eligibility or benefits should such representation become necessary because the Resident and/or the Responsible Party is unable to make such appeal provided the operator deems such appeal advisable.

The Operator shall be authorized, **but not obligated**, to file on its own initiative a Medicaid application or Medicaid re-certification application on behalf of the Resident if the Resident or his/her representatives are unable to do so. I understand that by signing this Authorization, **the Operator does not undertake any obligation to file any such application or appeal of Medicaid benefits on behalf of the Resident** unless the Operator deems its action is necessary and prudent.

This authorization will continue without expiration unless indicated otherwise here:

(expiration of authorization date)

I retain the right to rescind this authorization at any time with written notice.

_____ Date	_____ Resident Signature
_____ Date	_____ Responsible Party or Sponsor
APPROVED Div of Adult Care Facilities and Assisted Living Surveillance OCT 18 2018 NYS Department of Health Reviewer's Initials: <u> </u>	<u>Check Appropriate Agency:</u> ☐ Power of Attorney ☐ Resident's Agent ☐ Legally Designated Representative ☐ Next-of-Kin ☐ Guardian

ADDENDUM I

Adult Care Facility Statement Offering Personal Allowance Account

Heathwood Assisted Living at Penfield

Operating Certificate: 370-S-852

For Supplemental Security Income (SSI) and Home Relief (HR Recipients)

I understand that New York State Department of Health (NYS DOH) Regulations provides me, as an SSI or SNA recipient, with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator cannot accept my personal allowance to pay for supplies and services that the operator is required to provide by law, regulation, or admission agreement. In addition, my personal allowance may not be used to pay the operator for any services for which payment is available under Medicare, Medicaid, or third-party coverage.

I understand that the operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal allowance funds.

I understand that if I or my representative choose a facility maintained personal allowance account, the NYS DOH Regulations require the operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account); show or give me upon request, or at least every three months, a summary of my account which includes my current balance; tell me of any other important facts about my account.

I understand that I do not have to put my funds in a facility-maintained account.

I understand that I may close my facility-maintained account at any time and have my funds returned to me.

I understand there are legal protections for my funds and account.

I understand that I may ask the NYS DOH or legal/advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

Check one of the following boxes:

- ☐ I authorize the operator to establish a facility maintained personal allowance account.
- ☐ I do not authorize the operator to establish a facility maintained personal allowance account.
- ☐ As representative for _____, I agree to comply with the personal allowance requirements set forth above. ☐ I do / ☐ I do not authorize the operator to establish a facility maintained personal allowance account.

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- ☐ I am not an SSI or SNA recipient. However, the operator has offered to maintain a personal fund account for me. I hereby authorize such an account.

Signature of Resident

____/____/____
Date

Signature of Legally Designated Representative/Responsible Party

____/____/____
Date

Signature of Operator or Designee

____/____/____
Date

DOH-5195 (former DSS-2853) (Rev. 7/85, 6/14, 10/15, 12/15)

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ADDENDUM J

**CONSUMER INFORMATION GUIDE:
ASSISTED LIVING RESIDENCE**

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CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

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INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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 1-800-842-9871.

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**

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