



Life. Inspired every day.

Episcopal Senior Housing, Penfield, LLC d/b/a
Ashley Woods

Assisted Living Residence, Enriched Housing, and
Enhanced Assisted Living Residence

Residency Agreement

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This agreement is made between Episcopal Senior Housing, Penfield, LLC d/b/a Ashley Woods, the “Operator”, (the “Resident” or “You”), (the “Resident” 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 **400 YMCA Way, Penfield, New York 14526** an Assisted Living Residence (“The Residence”) known as **Ashley Woods** and as an Enriched Housing program.

The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence.

B. You have requested to reside at Ashley Woods and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services.

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

A. Housing Accommodations and Services

1. Personal Accommodation: You may occupy and use a One Bedroom Apartment ☐, One Bedroom Deluxe Apartment ☐, identified on Attachment 1, subject to the terms of this Agreement.

2. Common Areas: You may access and use the general purpose rooms at Ashley Woods such as lounges, common and private dining areas, Faith & Community Center, throughout the day as you wish. The beauty salons is open only on Wednesday by appointment. Appointments for services can be scheduled at the Front Desk.

3. Furnishings/Appliances provided By the Operator: Identified in Attachment 2, and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your apartment.

4. Furnishings/Appliances Provided by You:

Identified as Attachment 3, and made a part of this agreement is an inventory of furnishings, appliances and other items supplied by you in your apartment/room.

Such exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

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

1. Meals and Snacks: Three nutritionally well-balanced meals per day and two snacks per day are included in your basic rate. The following modified diets will be available to You if ordered by a physician and included in your Individualized Service Plan:

Regular Diet* (No Restrictions)

No Added Salt*

No Concentrated Sweets*

No Added Salt and No Concentrated Sweets*

*In some circumstances the facility does have the ability to modify consistency of food based on the request of a primary care physician or resident.

2. Activities: The Operator will provide a program of planned activities, including opportunities for community participation and services designed to meet residents' physical, cognitive, social and spiritual needs. A monthly schedule of activities will be readily visible in common areas of Ashley Woods and will be distributed to your individual apartment.

3. Housekeeping: The Operator shall provide Housekeeping Services once weekly included in your monthly rate.

4. Linen Service: Towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread, all clean and in good condition, will be laundered as a service included in Your monthly rate.

5. Laundry of Your personal washable clothing.

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

7. Case Management: The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests and information and referral. Case management services will also include the coordination of available services/resources which best address identified needs and interests.

8. Personal Care: The Operator's Clinical Staff may assist with bathing, grooming, dressing, toileting, ambulation, transferring, as well as, the acquisition of medication, storage/disposal and assistance with self-administration of medication.

9. Development of Individualized Service Plan: The Operator will develop an Individualized Service Plan upon admission to address your service needs. This will be updated minimally every six months or *as needed* based on an order by the Your physician or a change in Your condition or needs.

C. Additional Services.

Identified as Attachment 4, and attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional, supplemental or community fee from the Operator directly or through arrangements with the Operator. Such exhibit identifies who will 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 Attachment 5 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 Attachment 6, which is attached to and made part of this Agreement.

II. Fees

A. Basic Rates.

(1) Flat Fee Arrangements: The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services as described in Section I. B of this Agreement. The Basic Rate as of the date of this agreement is;

Select One (X)

- a) \$4,200 per month – 1 Bedroom ☐
- b) \$4,500 per month – 1 Bedroom Deluxe ☐
- e) \$1,420 per month – AL Shared or Companion Fee ☐

B. Supplemental, Additional Fees and Security Deposit

A Supplemental or Additional fee is a fee for service, care, or amenities that is in addition to those fees included in the Basic Rate. A Supplemental fee must be at a Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express

written approval of the Resident (See Section III. E). Any charges by the Operator, whether a part of the Basic Rate, Supplemental, or Additional fees, shall be made only for services and supplies that are actually supplied to the Resident.

Also resident recreational programming and entertainment which is not part of the in-house recreation program such as outside concerts or theatrical events, boat trips, or outside dinner events will incur an additional charge.

Upon admission, a security deposit is collected which is equal to one months rent. These funds will be utilized if the apartment/room has extensive wear or damage. If there is normal wear, the security deposit will be refunded in full after the discharge. The resident or Responsible Party, if any, shall have the right to contest that there has been damages or that such sums are actually due under this Agreement, and that in the event of such dispute, no charges shall be imposed unless ordered by a court of jurisdiction, or unless otherwise agreed by the parties.

C. Rate or Fee Schedule.

Attached as Attachment 7 and made a part of this Agreement is a rate or fee schedule, listing the Basic Rate and any additional, supplemental or for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

D. Billing and Payment Terms

Billing Statements will be sent to your apartment or billing location of your choice on a monthly basis. Billing statements are generated on the first day of each month for which payment is due. Payment is due by the 10th of the month and may be given directly to the receptionist at **Ashley Woods**, or sent by mail to: Ashley Woods, C/O Episcopal Church Home, 505 Mt. Hope Avenue, Rochester, New York 14620. Any payments made by mail will be recorded by Episcopal Senior Housing, Penfield, LLC, d/b/a Ashley Woods to your account.

In the event that a resident and or responsible party is no longer able to pay for the services and fees in this agreement the facility reserves the right to terminate the agreement with 30 days written notice. The Operator can initiate involuntary discharge for failure to make timely payment for all authorized charges and for services including use and occupancy of the premises. In the event that termination of this agreement occurs, the Operator will provide case management services to assist the resident and/or responsible party in a safe discharge plan. (Refer to Section XIII of this agreement)

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any additional or supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated below:

a). 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.

b) If the Operator provides additional care, services or supplies upon the express written order of the primary care physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an additional or supplementary fee upon less than forty-five (45) days written Notice.

c). In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A. in the event of Your absence. The charge for this reservation is: (select one [X])

- a) \$4,200 per month – 1 Bedroom ☐ or \$138.09 per day
- b) \$4,500 per month – 1 Bedroom Deluxe ☐ or \$147.95 per day
- e) \$1,420 per month – Shared or Companion Fee ☐ or \$46.69 per day

In the event that the apartment is reserved for a partial month the total of the daily rate for a one-month period or pro-rated rent will not exceed the established monthly rates noted above. The resident or responsible party may elect to reserve the apartment for an indefinite period of time assuming payments continue in the amount of the monthly rates noted above. 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 a thirty day written notice or if moving to a higher level of care billing discontinues on the day the apartment is emptied of personal belongings and no 30 day notice is required.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, and in no case more than three business days after You leave the residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and any personal allowance accounts.

The Operator must also return at the time of Your discharge, and in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on a per diem basis any advance payment(s) which You have made. If You die, the Operator must turnover Your property to the legally authorized representative of Your Estate. If You die without a Will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of Monroe County in order to determine what should be done with property of Your Estate.

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given to be transferred. Such listing is attached as Attachment 8 and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

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

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Attachment 9 of this Agreement.

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

The Operator currently does not accept SSI residents; however personal allowance accounts are a service provided by the Operator. These accounts are accessible Monday-Friday from 9:00am to 5:00pm and the times for access are posted in the Main Lobby by the elevator. Your funds are accessible by seeing the receptionist in the Main Lobby or the Executive Director.

You will receive a quarterly statement for all activity in the period, and will be required to sign a receipt for all deposits and withdrawals. Your statements will be issued in January, April, July, and October. Checks for deposit can be made payable to **Ashley Woods Resident Fund Account**. If interest is accrued this will be distributed to your account.

Should you elect to have a personal allowance account please sign Attachment 15 of this agreement. Please select the option indicating that you are not an SSI or Home Relief recipient but do authorize the operator to start a personal allowance account.

The Operator also offers a check cashing service for no additional fee; this is also available Monday - Friday from 9:00am to 5:00pm.

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. An operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.
2. The Operator shall conduct a pre-admission evaluation of a prospective resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to the Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and such needs identified in Your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has an apartment available, and is able and willing to meet Your needs in such apartment, You may be eligible for residency in such Enhanced Assisted Living Unit.
7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - (a) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
 - (b) have chronic unmanaged urinary or bowel incontinence.
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence

Attached as Attachment 10 and made a part of this Agreement are the Rules of the Residence. By signing this agreement, You and Your representatives agree to obey all reasonable Rules of the Residence.

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

A. You the Resident to the extent specified in this Agreement, is responsible for the following:

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

B. The Resident's Representative to the extent specified in this Agreement, is responsible for the following:

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

6. Informing the Operator promptly of any change of name, address and/or phone number.

C. The Resident's Legal Representative to the extent specified in this Agreement, is responsible for the following:

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

XIII. Termination and Discharge

This Residency Agreement and residency at Ashley Woods may be terminated in any of the following ways:

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

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide.

2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else.

3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement.

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

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;

5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;

6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

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

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

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

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

XIV. Transfer

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

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

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

XV. Resident Rights and Responsibilities

Attached as Attachment 11 and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in the Residence. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Attachment 12 and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

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

XVII. Miscellaneous Provisions

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

XVIII. Agreement Authorization

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

Dated: _____
(Signature of Resident)

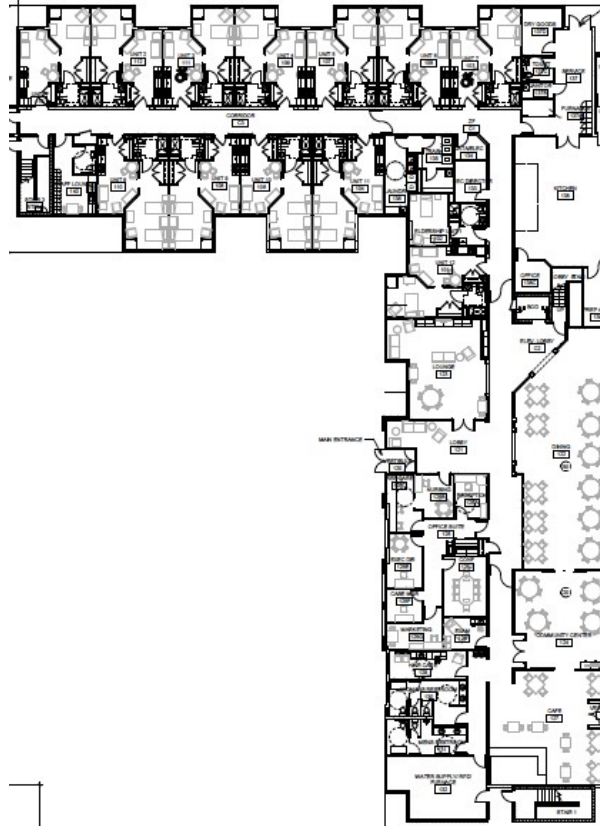
Dated: _____
(Signature of Resident's Representative)

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

Dated: _____
(Episcopal Senior Housing, Penfield, LLC d/b/a Ashley Woods)

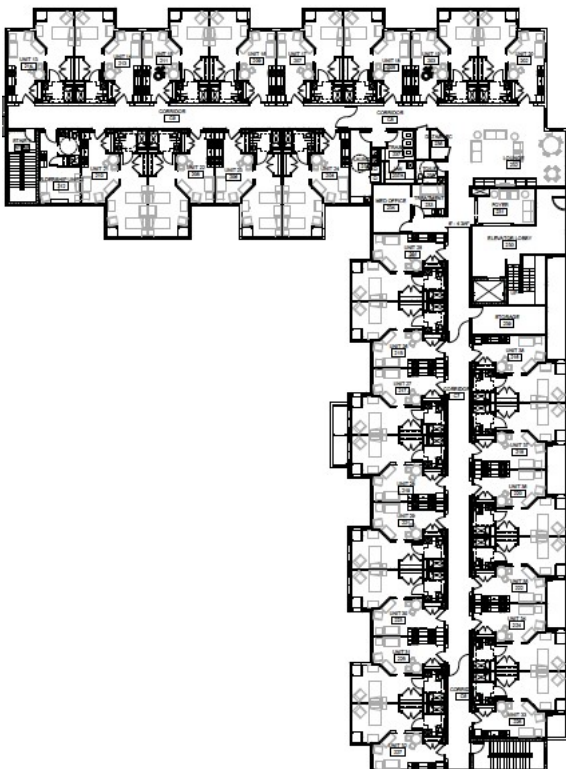
Attachment #1 – Identification of Apartment/Room

*See Attached Map of Apartment Location and Floor Plan of Apartment Selected



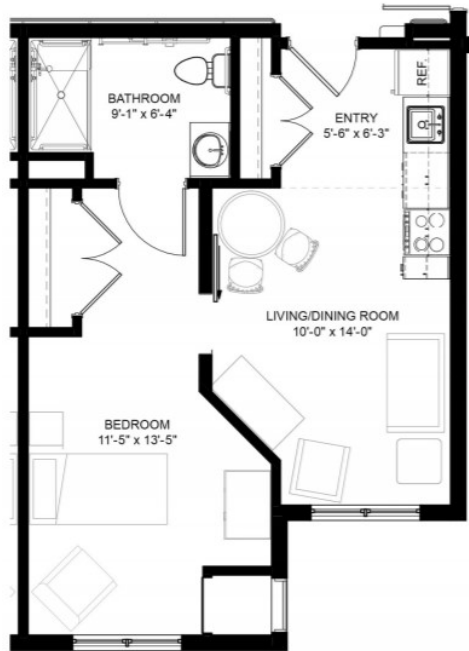
Main Floor

of Ashley Woods



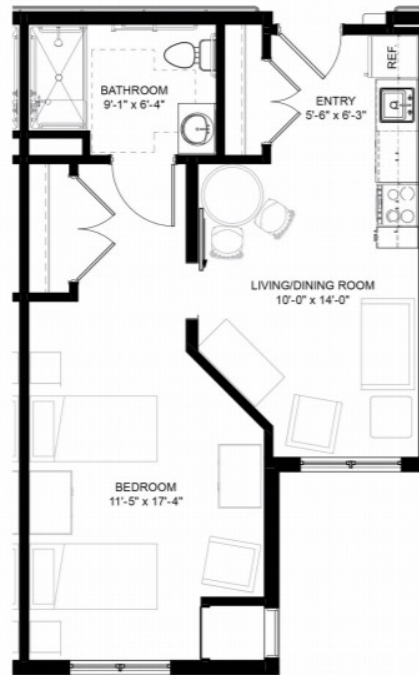
2nd Floor of Ashley Woods

Ashley Woods



One Bedroom

Ashley Woods



One Bedroom Deluxe

The Operator provides the following furnishings and appliances in our Apartments:

- a standard single bed, well-constructed, in good repair, and equipped with:
 - (a) clean springs maintained in good condition;
 - (b) a clean, comfortable, well-constructed mattress, standard in size for the bed; and
 - (c) a clean comfortable pillow of average bed size.
- a chair; a table; a lamp;
- lockable storage facilities, which cannot be removed at will, for personal articles and medications;
- individual dresser and closet space for the storage of resident clothing;
- a hinged, lockable entry door; and
- two sheets; pillowcase; at least one blanket; a bedspread; towels and washcloths; soap; and toilet tissue.

Enriched Housing 1 & 1 Bedroom Deluxe Apartments include:

- 1) A GE Electric Stove and Oven
- 2) A GE Refrigerator
- 3) All Plumbing Appliances and Fixtures
- 4) 1 or 2 Built-in Air Conditioners
- 5) Telephone

- WASHER AND DRYERS ARE AVAILABLE FOR USE ON THE FIRST AND SECOND FLOORS. LAUNDRY SOAP BLEACH AND FABRIC SOFTENER IS AVAILABLE FOR RESIDENT USE AT NO COST.

Attachment #3 – Furnishings /Appliances Provided by You

Below list any items or appliances provided by you:

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)
- 9)
- 10)
- 11)
- 12)
- 13)
- 14)
- 15)

Attachment # 4 – Additional Services/Amenities Available

A security deposit equal to one month's rent will be due upon admission.

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

FEATHERS WILL FLY MOBILE HAIR DESIGN SERVICE

Below is a list of salon services. Pricing for salon services are posted outside of the salon.

- WASH AND SET
- WASH AND BLOW DRY
- WASH,CUT AND SET
- WASH, CUT AND BLOW DRY
- COLOR, INCLUDES WASH AND SET
- COLOR, INCLUDES WASH, CUT AND SET
- COLOR RINSE
- PERM
- MENS CUT
- CUT
- WASH

Services such as dry cleaning, personal toilet articles, commissary goods, long distance phone service and local phone service are items or services that are not provided by the operator, nor does the operator have arrangements for provision of these goods or services. It is at the discretion of you, the resident, to choose where you wish to purchase these items or services. The case manager or receptionist can assist you in arranging telephone service or transferring you existing account, you will be billed directly by the telephone company. As a courtesy, Ashley Woods does offer shopping trips, programmatic outings and to medical appointments at no charge.

Attachment #5 – Licensure/Certification Status of Providers

The Operator has no formal arrangements, affiliations or contracts with any Certified or Licensed Home care or Personal Care Service Providers. If a resident wishes to initiate services these may be contracted on their own. Ashley Woods Case Manager can assist you in finding appropriate providers to meet your needs.

Attachment #6 – Disclosure Statement

DISCLOSURE STATEMENT

Episcopal Senior Housing, Penfield, LLC, d/b/a Ashley Woods (the “Operator”) as Operator of and Enriched Housing Program and Ashley Woods Assisted Living Residence hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Attachment 18 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate 400 YMCA Way, Penfield, New York 14526 as an Assisted Living Residence as well as an Enriched Housing program.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence. The additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in the basic Assisted

Living Residence to be able to continue to reside in the Residence and receive Enhanced Assisted Living as long as the other conditions of residency set forth in this Agreement continue to be met.

The operator is currently approved to provide:

- a. Enhanced Assisting Living services for up to a maximum of 8 persons.

Below is a list of needs/conditions that The Operator is able to serve and accommodate under its Enhanced Assisting Living Certification:

- Assistance with Chronic Incontinence which is not being self managed.
- Assistance with medical equipment. (ex: oxygen equipment or colostomy care).
- Aging in Place (refer to the provisions in attachment 16)

The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services. **It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living program only up to the numbers of persons stated above.** If You become appropriate for Enhanced Assisted Living Services and one of those units is available, You will be eligible to be admitted into the Enhanced 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 Enhanced Assisted Living Residence, it may be necessary for You to change your (room, unit, apartment) within the Residence.

3. The owner of the real property upon which the Residence is located is Ashley Woods. The mailing address of such real property owner is 400 YMCA Way, Penfield, New York 14526. The following individual is authorized to accept personal service on behalf of such real property owner: Loren Ranaletta, Chief Executive Officer; C/O Episcopal Church Home - 505 Mt. Hope Avenue, Rochester, New York 14620

4. The Operator of the Residence is Episcopal Senior Housing, LLC, d/b/a Ashley Woods. The mailing address of the Operator is: Ashley Woods, 400 YMCA Way, Penfield, New York 14526. The following individual is authorized to accept personal service on behalf of the Operator: Loren Ranaletta, Chief Executive Officer; C/O Episcopal Church Home - 505 Mt. Hope Avenue, Rochester, New York 14620

5. There is no ownership interest in excess of 10% on the part of The Operator (whether legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence.

6. There is no ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator.

7. Residents have the right to select outside service providers of their own choice, who have no affiliations or arrangements with the operator.

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

9. Residents may utilize third party benefits such as Medicare or other third party insurances to assist in payment for contracted home care services. Currently Ashley Woods does not accept SSI payments for the Rent portion of your stay.

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

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. (585) 244-8400 ext.# 114 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

Attachment #7 – Rate or Fee Schedule

*There are no additional fees or tiered fee for service payments, the monthly fee is all inclusive for all services provided.

Monthly Fees Enriched Living			
One Bedroom	Model A	\$4,200.00	Assisted Living Res.
One Bedroom	Model B	\$4,500.00	Assisted Living Res.
Second Person Fee	Model A and B (all units with	\$1,420.00	Assisted Living Res.

	secondary person)		
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Please note that a security deposit equal to one month's rent is due upon admission.

Attachment #8 – Transfer of Funds or Property to Operator

Below is a list of funds transferred or Property Transferred to the Operator; if there has been no transfer of funds or property indicate none on this attachment.

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)

- 7)
- 8)
- 9)
- 10)
- 11)
- 12)
- 13)
- 14)
- 15)

Attachment #9 – Property/Items Held by Operator for You

Below is a list of property or items held by the Operator for you; if there is no property or items indicate none on this attachment.

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

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____

OPERATING CERTIFICATE NUMBER: _____

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

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

Attachment #10 – Rules of the Residence

1. The resident warrants and represents that the contents of the resident's application submitted to Ashley Woods are true and complete.
2. The operator reserves the rights to perform each of the following functions with respect to the resident.
 - a. Supervise medications as ordered by the resident's physician, unless the resident's primary physician attests in writing that the resident is capable of self-administering such medications and of keeping the operator informed of all medications being taken, including name, route, dosage, frequency, times and any other instructions (including contraindications) indicated by the physician.
 - b. Order medications through Ashley Woods contracted vending pharmacy based on the primary physician's orders, unless the resident specifies ordering is done through another provider such as mail order, another free-standing pharmacy or the Veterans Administration. If the resident is determined to be capable on their own or with assistance of their responsible party you can order and fill medications as well.
 - c. Arrange for transfer of the resident to a hospital or nursing home as directed by the resident's physician or based upon the operator's reasonable determination that the resident's condition warrants such a transfer provided the required supervision is provided and unless caused by the negligence of the staff.
3. The operator shall not be responsible for personal items of any kind that have been lost, broken or misplaced provided the required supervision is provided and unless caused by the negligence of the staff.
4. The following items shall not be included in the charge to the resident specified in Section IV of the Admission Agreement: clothing, dry cleaning service, private television and premium cable, private telephone, personal hygiene items, medical and health services, supplies, medical transportation, barber/beautician services, social-cultural activities of the facility involving admission fees, packing services and other personal goods and services not ordinarily rendered or furnished by the facility.
5. No smoking is permitted in the facility.
6. The facility, through the administrative staff, will refer the resident or the resident's representative to the appropriate federal or state agency in the event of questions relating to Supplemental Security Income (SSI) or other state or federal programs.
7. In the event that the resident intends to leave the facility for a period of 24 hours or longer, the resident shall notify the operator in advance and shall inform the operator of the intended dates of departure and return.
8. Resident recreational programming and entertainment which is not part of the in-house recreation program such as outside concerts or theatrical events, boat trips, or outside dinner events which are

not funded by Ashley Woods will be responsible for any extra fees. All in-house entertainment and activities is included in the basic monthly rate.

9. You and the Responsible Person, if any, agree to indemnification with the understanding that you and the responsible person, if any, retain any and all rights under law and equity, to contest imposition of any such costs and fees, and to assert any claims they would have against the Operator for damages, losses, liabilities, obligations, property damages, or other expenses of any type (including court costs and attorney fees) as ordered by a court of competent jurisdiction resulting from, arising out of, or related to, the acts and omissions, whether negligent or intentional, of the Operator or its employees, agents or contractors. The indemnification does not relate to acts or omissions for which the Operator is responsible under the Social Services Law or Title 18 of the NYCRR relating to the operation of a New York State Department of Health licensed adult care facility, or any acts or omissions of any kind of the Operator unrelated to this Residency Agreement or Your residency in the Facility.

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

(A) EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE RESIDENCE TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;

(B) EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES SHALL NOT BE INFRINGED;

(C) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;

(D) EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

(E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

(F) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;

(G) EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL POSSESSIONS;

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

(J) EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;

(K) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

(M) EVERY RESIDENT AND VISITOR SHALL HAVE THE RESPONSIBILITY TO OBEY ALL REASONABLE REGULATIONS OF THE RESIDENCE AND TO RESPECT THE PERSONAL RIGHTS AND PRIVATE PROPERTY OF THE OTHER RESIDENTS;

(N) EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE THEIR SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH ACCIDENT OR INCIDENT;

(O) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE VISITS FROM FAMILY MEMBERS AND OTHER ADULTS OF THE RESIDENT'S CHOOSING WITHOUT INTERFERENCE FROM THE ASSISTED LIVING RESIDENCE; AND

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE.

(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 THE RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN 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**

Attachment #12- Grievances/Recommendation & Lobby Posting

Ashley Woods Grievance Procedures and Recommendation Policy and Procedure

A grievance procedure for Ashley Woods Assisted Living Residence has been established so that there is a system to receive and respond to concern and grievances which are presented by the residents. Residents are assisted and enabled to participate in program changes or operational improvements through the Resident Council or individually.

The Grievance Procedure is as follows:

Policy:

Residents have the right and are encouraged to express their complaints and dissatisfactions without fear of reprisal. They have the right to ask the Executive Director, The Resident Council and/or the Administration Supervisor and/or the Board of Directors to assist in resolving a problem. Whenever possible, residents are encouraged to play an active role in bringing about the desired change or resolution to a problem.

Procedure:

1. The resident should address his/her concern or problem to the Ashley Woods Executive Director who will, in turn, take responsibility for involving others who can help.
2. If the Manager is unable to effect the desired change or to resolve the matter to the resident's satisfaction, the resident may take his grievance to the Resident Council the Administrative Supervisor or Board of Directors.
3. A prompt response to the resident's grievance or concern will be given to the resident verbally and, if desired, in writing. If the grievance is received through the Resident's Council all responses will be in writing. Complex problems may require time to be resolved and some problems may not be able to be resolved. Whatever the case, residents will be given a reasonable explanation for the action taken on their behalf.
4. All grievances will be handled in a strictly confidential manner.
5. A log of all grievances including content, date, resolution and response to complainant will be maintained by the Executive Director.

If a resident would like to submit a grievance anonymously they can submit their grievance in writing and place in the Grievance/Suggestion Box located at the Front Desk. All responses will be posted on the Resident Information Board.

Resident Assisted Living Residence Lobby & Special Needs Unit Posting
ASHLEY WOODS GRIEVANCE & SUGGESTION PROCEDURE

Policy: It is the Policy of Ashley Woods that resident's have the ability to submit grievances for changes and improvements in the operation of the Assisted Living Residence. This can be done both in a group forum through Resident Council or confidentially through the suggestion box.

Procedure:

- 1) Residents may discuss specific grievances in the monthly Residents' Council. A follow-up will be addressed in writing on any OLD BUSINESS and any NEW BUSINESS will be addressed at the next monthly meeting.**
- 2) Confidential Grievances will be addressed on an individual basis and can be submitted to the suggestion box located in the mail box area of the Lobby. It will be the responsibility of the Executive Director to follow-up on any grievances noted.**
- 3) The Executive Director of Ashley Woods, has an open door policy for Residents to also discuss grievances in person as well.**

Attachment #13-Consent to Photograph



CONSENT TO PHOTOGRAPH / FILM

I, _____, hereby authorize
staff or other designated person(s) to take:

Photographs of me for internal use Yes No

Photographs of me for brochures, newspaper publicity,
television commercials, annual reports, display exhibits
and other marketing and/or educational materials Yes No

Signature _____ **Date** _____

Responsible Party Signature _____

Date _____ **Relationship** _____

Witness Signature _____

Date _____ **Title** _____

Attachment #14-Legal and Advocacy Agencies in Monroe County

- 1. Monroe County Dept. of Social Services**
111 Westfall Rd.
Rochester, N.Y. 14620
(585) 274-6000 or 6297
- 2. Monroe Co. Long Term Care Ombudsman Program**
Lifespan at Lac DeVille Plaza
1900 South Clinton Ave.
Rochester, N.Y. 14618
(585) 244-8400
- 3. NYS Division of Human Rights (Rochester Office)**
One Monroe Square
295 Monroe Ave.
Rochester, N.Y. 14607
(585) 238-8250
- 4. Legal Aid Society of Rochester, N.Y., Inc.**
65 Broad St.
Rochester, N.Y. 14614
(585) 232-4090
- 5. Volunteer Legal Services Project of Monroe County, Inc.**
87 North Clinton Ave.
Rochester, N.Y. 14604
(585) 232-3051
- 6. Legal Services Network for Aging**
c/o Family Service of Rochester
30 North Clinton Ave.
Rochester, N.Y. 14604
(585) 232-1840
- 7. Monroe County Legal Assistance Corporation**
87 North Clinton Ave.
Rochester, N.Y. 14604
(585) 325-2520
- 8. Co-ordinating Group on Developmental Disabilities, Inc.**
36 West Main Street, Suite 490
Rochester, N.Y. 14614
(585) 546-1700

Attachment #15 - Personal Allowance Accounts Statement of Offering

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

Adult Care Facility Statement Offering Personal Allowance Account

FACILITY NAME: _____ OPERATING CERTIFICATE NUMBER: _____

For Supplemental Security Income (SSI) and Safety Net Assistance (SNA) Recipients

I understand that New York State Department of Health (NYS DOH) Regulations provide 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 and informs 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.
- ☐ 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 Resident Representative _____ Date _____

Signature of Operator or Designee _____ Date _____

ASHLEY WOODS ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT – Attachment 16

This is an addendum to a Residency Agreement made between Episcopal Senior Housing, Penfield, LLC, d/b/a Ashley Woods (the “Operator”), (the “Resident or You”), the “Resident’s Representative”), and (the “Resident’s Legal Representative”). Such Residency Agreement is dated .

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Ashley Woods located at 400 YMCA Way Penfield, New York 14526.

II. Physician Report

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

- a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence; and
- b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

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

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

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

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

V. Aging in Place

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

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

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

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

AND

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

AND

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

AND

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

VII. Addendum Agreement Authorization

We, the undersigned, have read this Addendum 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: _____
(Episcopal Senior Housing, Penfield, LLC d/b/a Ashley Woods)

Attachment 17– Consumer and Information Guide

CONSUMER INFORMATION GUIDE:ASSISTED LIVING RESIDENCE

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INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

An Assisted Living Residence is a certified adult home or enriched housing program that has additionally been approved by the DOH for licensure as an ALR. An operator of an ALR is required to provide or arrange for

housing, twenty-four hour on-site monitoring, and personal care services and/or home care services in a home-like setting to five or more adult residents.

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

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

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

Comparison of Types of ALRs

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

Aging in place is available, and, if needed, 24 hour skilled nursing and/or medical care can be privately hired	X
Specialized program and environmental modifications for individuals with dementia or other special needs	X

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before making a decision to apply for residence. Look around, talk to residents and staff and ask lots of questions.

Selecting a home needs to be comfortable.

Ask to examine an “open” or “model” unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available or can be installed.

Remember charges may be added for any special modifications requested.

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

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

Location: Is the residence close to family and friends?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

difficulty hearing, is there staff to assist in communicating with others?

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

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

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

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

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

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

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

APPLYING TO AN ALR

The following are part of entering an ALR:

***An Assessment:* Medical, Functional and Mental: A current physical examination that includes a medical, functional and mental health evaluation (where appropriate or required) to determine what care is**

needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required form.

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

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

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

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

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

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

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

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

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

LICENSING AND OVERSIGHT

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

INFORMATION AND COMPLAINTS

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can

be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871.

Glossary of Terms Related to Guide

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

Adult Care Facility (ACF): Provides temporary or long-term, non-medical, residential care services to adults who are to a certain extent unable to live independently.

There are five types of adult care facilities: adult homes, enriched housing programs, residences for adults, family-type homes and shelters for adults. Of these, adult homes, enriched housing programs, and residences for adults are overseen by the Department of Health. Adult homes, enriched housing programs, and residences for adults provide long-term residential care, room, board, housekeeping, personal care and supervision. Enriched housing is different because each resident room is an apartment setting, i.e. kitchen, larger living space, etc. Residences for adults provide the same services as adult homes and enriched housing except for required personal care services.

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

Adult Day Health Care: Medically-supervised services for people with physical or mental health impairment

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

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

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

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

Health Care Facility: All hospitals and nursing homes licensed by the New York State Department of Health.
Health Care Proxy: Appointing a health care agent to make health care decisions for you and to make sure your wishes are followed if you lose the ability to make these decisions yourself.

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

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

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

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

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

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

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

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



*State of New
York
Department of
Health*

We, the undersigned, have received a duplicate copy of the Consumer and Information Guide.

Dated: _____
(Signature of Resident)

Dated: _____
(Signature of Resident's Representative)

ENHANCED ASSISTED LIVING RESIDENCE

ATTACHMENT EALR #1

Services to be provided by Enhanced Assisting Living Program and included in the daily service rate:

- *Assistance with Incontinence that is not self managed*
- *Assistance with the management of some Medical Equipment and Devices*
- *Ostomy Care*
- *Catheter Care*
- *Oxygen Management*
- *One assist with transfer assistance*
- *One assist with ambulation assistance*
- *24- Hour Skilled Nursing Care assuming the conditions in Section VI of Attachment #16 are met and the operator agrees to retain You at the Residence.*

EALR Nursing Staffing Levels:

Day Shift

- *1 - Registered Nurse Monday through Friday 800a-400p (and 24 hours on call responsibility.*
- *1 – Registered Nurse or Licensed Practical Nurse 700a-300pm seven days per week.*
- *3 – Resident Care Assistants 700a-300p seven days per week*

Evening Shift

- *1 – Registered Nurse or Licensed Practical Nurse 300p-1100pm seven days per week*
- *3 – Resident Care Assistants 300p-1100p seven days per week*

Night Shift

- *2– Resident Care Assistants 1100p-700a seven days per week*

****You the resident may make arrangements for additional assistance needed through a Home Care Agency or Private Individual at your own cost or through third party reimbursement. The case manager can assist you in arranging these services.***

Staff Education and Training and Affiliations:

- *All staff receive facility specific in-service training at a minimum of 12 hours per year.*
- *Ashley Woods EALR is affiliated with the Episcopal Church Home a skilled Nursing Facility.*

Environmental Modifications:

- *Ashley Woods was built in 2021, the environment has been designed for the frail elderly with various needs.*

ENHANCED ASSISTED LIVING RESIDENCE ATTACHMENT EALR #2

Rates:

Upon admission into the EALR Program at Ashley Woods, an additional \$40.00 per day, not to exceed \$1240.00 per month, service fee will be added to your current monthly basic rate of \$_____. Monthly statements may vary according to the number of days of the month.

Services to be provided by Enhanced Assisting Living Program and included in the daily service rate:

- *Assistance with Incontinence that is not self-managed*
- *Assistance with the management of some Medical Equipment and Devices*
- *24- Hour Skilled Nursing Care assuming the conditions in Section VI of Attachment #16 are met and the operator agrees to retain You at the Residence.*

Billing Information

Resident Name:	Social Security Number:
Co-Resident Name:	Social Security Number:
SW Apartment Number:	Date to Begin Billing:
Monthly Rent: \$	Additional Person Fee: \$
Responsible Party Name:	Relationship:
Address:	
City:	County:
State / Zip Code:	Telephone:
Send Bill to Resident:	
Comments:	