



The Nottingham Memory Care Residence

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

A. **This agreement** is made between Loretto Adult Community, Inc. (the “Operator”),
_____ (the “Resident” or “You”),
_____ (the “Resident’s
Representative”, if any) and _____ the
“Resident’s Legal Representative”, if any).

RECITALS

- A. The Operator is licensed by the New York State Department of Health to operate at **1307 Nottingham Road, Jamesville, NY 13078** as an Assisted Living Residence (“The Residence”) known as **The Nottingham Memory Care Residence** and as an Adult Home. The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence.
- B. You have requested to become a Resident at The Nottingham Memory Care Residence and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services

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

A. Housing Accommodations and Services

1. **Your Room** You may occupy and use a private room ____ or semi-private room _____ as identified on Exhibit I.A.1, subject to the terms of this Agreement.

2. **Common areas.** You will be provided with unrestricted access to general purpose rooms at the Residence such as the dining room and activity/recreation rooms for at least (10) hours per day between the hours of 9:00 am and 8:00 pm.

3. Furnishings/Appliances Provided By the Operator

Attached as Exhibit I.A.3 and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in your room.

4. Furnishings/Appliances Provided by You

Attached as Exhibit I.A.4 and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

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

1. **Meals and Snacks.** Three [3] nutritionally well-balanced meals per day and one [1] snack per day are included in your Basic Rate. The following modified diets will be available to you if ordered by your physician and included in your Individualized Service Plan: No Added Salt (NAS), No Concentrated Sweets (NCS)

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

3. Housekeeping. The Operator will provide weekly housekeeping.

4. Linen Service. The Operator will provide towels and washcloths, pillowcase, pillow, bedspread, bed sheets and blanket; all clean and in good condition unless the resident decides to bring their own from home.

5. Laundry of Your personal Washable clothing. The Operator will provide weekly laundry of your personal washable clothing, or as often as necessary.

6. 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 (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.

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

8. Personal Care. Includes assistance with bathing, grooming, dressing, medication acquisition, storage and disposal, and assistance with self-administration of medication.

9. Development of Individualized Service Plan. A personalized Plan of Care will be developed to address the resident's needs. This plan will be reviewed at admission and reviewed/revised every six (6) months and whenever ordered by Your Physician or as frequently as necessary to reflect a change in condition and Your care needs.

C. Additional Services.

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

D. Licensure/Certification Status.

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

II. Disclosure Statement

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

III. Fees

A. Basic Rate

(1) Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative agree 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 for the room You have chosen is \$_____per month.

B. Supplemental, Additional and Admission Fees

Attached as Exhibit III.B. and made part of this Agreement is a list of supplemental, additional or Admission Fees. A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate.

A Supplemental fee must be at the Resident's 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).

An Admission 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 Admission fee pays for and what the amount of the Admission fee will be, as well as any terms regarding refund of the Admission fee. The prospective Resident, once fully informed of the terms of the Admission fee, may choose whether to accept the Admission fee as a condition of residency in the Residence, or to reject the Admission fee and thereby reject residency at the Residence.

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

C. Rate or Fee Schedule

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

D. Billing and Payment Terms

Payment is due by **the 1st of each month** and shall be delivered to

Loretto Finance Department
700 East Brighton Ave.
Syracuse, NY 13205

In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for services provided for in this agreement or additional services or care needed by the Resident, this Residency Agreement shall be terminated in accordance with the provisions regarding termination on the agreement set forth in Section XIII.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

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

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of your absence. The charge for this reservation is \$_____ per month (your current basic rate). The length of time the space will be reserved is 6 months. A provision to reserve a residential space does not supercede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of your discharge, but in no case more than three business days after Your discharge, the Residence, the Operator must provide 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 the Residence.

The Operator must also return at the time of your discharge, but in no case more than three business days any of your money or property which comes into the possession of the Operator after your discharge. The Operator must refund on a per diem proration any advance payment(s) which you have made.

If you die, the Operator must turn over your property to the legally authorized representative of your estate.

If you die without a will and the whereabouts of your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of your estate.

V. Transfer of Funds or Property to Operator

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

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

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

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with you or your Representative.

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

You must complete the following:

I receive SSI funds _____ or I have applied for SSI funds _____

I receive SNA funds _____ or I have applied for SNA funds _____

I do not receive either SSI or SNA funds _____

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

X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. 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 an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet your care needs within the scope of services authorized under the law and within the scope of services determined necessary for you under Your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. If you are residing in a "Basic" Assisted Living Residence and your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in 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, and a unit is available, and is able and willing to meet your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) chronically require the physical assistance of another person in order to walk; or (b) chronically require the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.
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 (Resident Handbook)

Attached as Exhibit X1 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, your Resident Representative or your Legal Representative, to the extent specified in this Agreement, are responsible for the following:

1. Payment of the monthly rate, the Application Fee and any authorized Additional or Supplemental Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payments are 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 Residents' Representative shall be responsible for the following:

None

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

None

XIII. Termination and Discharge

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

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

The grounds upon which involuntary termination may occur are:

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

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

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

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

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

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

XIV. Transfer

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

1. When you develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that your behavior poses an imminent risk of death or serious physical injury to him/herself or others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in 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 Exhibit XV and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in the Residence. The Operator agrees to treat you in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are 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. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any

complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

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

XVII. Miscellaneous Provisions

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

XVIII. Agreement Authorization

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

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator or the Operator's Representative)

XIX. 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:

(Date)

Guarantor's Signature

Guarantor's Name (Print)

(Optional) Guarantor of Payment of Public Funds

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

(Date)

(Guarantor's Signature)

Guarantor's Name (Print)

EXHIBIT I.A.1

IDENTIFICATION OF ROOM

Your room number is _____.

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

The Operator must provide each resident with the following minimum household equipment, unless the resident decides to bring their own from home:

1. 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.
2. A chair
3. A table
4. A lamp
5. Lockable storage facilities which cannot be removed at will, for personal articles and medications
6. Individual dresser and closet space for the storage of resident clothing
7. A hinged, lockable entry door
7. Household linens including, at a minimum, a pillow, pillowcase, two sheets, at least one blanket, a bedspread, towels and washcloths
8. Soap and toilet tissue
9. Shower curtain
10. Bath mats
10. Personal Emergency Response System
11. Carpeting in living area/bedroom
12. Phone jack
13. Cable jack
14. Window blinds

EXHIBIT I.A.4

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Television
Personal Clothing
Personal Toiletries
Lamps
Telephone

Other _____

Prohibited Items: Prohibited items and appliances are identified in the attached Community Rules.

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES AND AMENITIES

The following services and supplies are available from the Operator directly, through an outside vendor or through arrangements with the Operator for the following additional charges:

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Dry Cleaning	Varies	Private Dry Cleaner
Professional Hair Grooming	Varies	On site Beauty Salon
Personal Toilet Articles	Varies	On site Resident Store
Commissary Goods	Varies	On site Resident Store
Medical Transportation	Varies	Private Service
Cultural/Activities Transportation	Free	Provided by The Nottingham Memory Care Residence
Long Distance and Local Telephone Service	Varies	Offered by local telephone company
Guest Meals	Free	Provided by The Nottingham Memory Care Residence
Cable service above basic plan	Market Rate	Spectrum

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Nurse Core
3650 James Street Suite 11
Syracuse, New York 13203

Nurse Finders
7421 Oswego Road
Liverpool, New York 13090

Maxim Healthcare Services
537 James Street
Syracuse, New York 13203

Loretto Adult Community, Inc.
Licensed Home Care Services Agency
1301 Nottingham Road
Jamesville, New York 13078

EXHIBIT II

DISCLOSURE STATEMENT

Loretto Adult Community, Inc. as operator of The Nottingham Memory Care Residence (“The Residence”), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate 1307 Nottingham Road, Jamesville, NY 13078 as an Assisted Living Residence as well as an Adult Home. The Operator is also certified to operate at this location a Special Needs Assisted Living Residence. 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, 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.

It is important to note that the Operator is currently approved to accommodate within the Special Needs Assisted Living program only up to the numbers of persons stated above.

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

3. The owner of the real property upon which the Residence is located and the mailing address of such real property is:

Loretto
700 East Brighton Avenue
Syracuse, New York 13205

The following individual is authorized to accept personal service on behalf of such real property owner:

Jennifer Ingerson, Vice President of Housing
The Nottingham
1301 Nottingham Road
Jamesville, New York 13078

4. The Operator of the Residence and the mailing address is:

Loretto Adult Community, Inc.
Dba The Nottingham Memory Care Residence
1307 Nottingham Road
Jamesville, New York 13078

The following individual is authorized to accept personal service on behalf of such real property operator:

Jennifer Ingerson, Vice President of Housing
The Nottingham
1301 Nottingham Road
Jamesville, New York 13078

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence. none

6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator. none

7. Resident may obtain services from a provider that does not have an arrangement with Operator at the Resident's expense. Resident must notify the Administrator of Residence prior to obtaining such services.

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

9. The Operator does not accept public funds or third party payments for payment of residential, supportive or home health services.

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. 914-345-5900 x 298 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR ADMISSION FEES

Supplemental, Additional or Admission Fees

Admission Fee \$ 3,900

A non-refundable Admission Fee is required at the time of submission of the Residency Agreement and Financial Disclosure.

The Admission Fee is a one-time fee. This fee helps defray the expense of additional services and amenities not required by law, including costs associated with community improvements and activities.

If the Executive Director or Administrator declines your application because You require care the Operator is not able to meet, as defined within the scope of services authorized under Public Health Law Article 46-b, the Admission fee will be refunded. The prospective Resident may choose whether to accept the Admission fee as a condition of residency in the Residence, or to reject the Admission fee and thereby reject residency at the Residence

EXHIBIT III.C.
BASIC FEE SCHEDULE

Basic Monthly Rates

Studio Room	\$7,900
One Bedroom	\$8,100
2 nd person fee	50% of the room basic rate

EXHIBIT V

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____

OPERATING CERTIFICATE NUMBER: _____

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

EXHIBIT XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES **AND** **RECOMMENDATIONS**

See attached Grievances and Suggestion Procedures



The Nottingham Memory Care Residence Grievances and Suggestion Procedures

The staff of The Nottingham Memory Care Residence is committed to providing a safe and enjoyable place for you to live. If you have any questions or concerns, please do not hesitate to ask us!

If you have a concern or are aggrieved in any way by the Memory Care Residence, its staff, or other residents, please express your grievance either in person or anonymously. This is your right as well as a way to feel better.

1. If you are upset by something a staff person has said or done, and if you can express your concerns to that person, do so and try to come to a resolution of the issue. Never feel that the staff person will get even if you speak your mind. The staff person will be glad you expressed your feelings so that future misunderstandings do not occur.
2. If the problem is not resolved, please bring your concern to the Administrator/Case Manager. All concerns are confidential and resolution will be made to remedy the situation or problem.
3. If you prefer to state your problem or suggestion anonymously, a suggestion box is available in the Large Activity Room. Please write your concern, place it in the box and the issue will be raised at the next Resident Council Meeting. Again, every attempt will be made to correct the situation.
4. Monthly Resident Council Meetings are held for all residents to discuss feelings regarding services and how we can improve things to better serve everyone. We encourage all residents to attend these meetings.
5. Your conversation with any staff person will be kept in confidence. If the person you speak with is going to share the conversation with anyone else, he/she will ask for your permission. If you prefer that nothing is said, nothing will.
6. Every attempt will be made to correct the situation.
7. Please feel free to express your concerns at all times.

EXHIBIT XI
RULES OF THE RESIDENCE

See attached Community Rules and Regulations and Resident Handbook

Community Rules and Regulations

The Nottingham Memory Care Residence is licensed by the New York State Department of Health. Various rules and regulations have been established by the management in compliance with New York State Department of Health. The general purpose of these rules and regulations are to ensure the health, welfare, safety and well-being of each resident of the Residence.

Please note the following:

1. Upon leaving the Residence, please sign the register located at the front desk located in the Living Room, stating the time left and with whom. Upon return, please record the time.
2. We ask that when you leave the Residence, you take with you any medications that will be needed during your absence. Please let the Administrator/Case Manager, LPN or primary Certified Home Health Aide know in advance, if at all possible, of your departure.
3. Over the counter medications or prescribed medications are not allowed in your room unless written orders are provided by your physician.
4. A Medical Update Form or Medical Evaluation (DSS – 3122), along with a current list of all the medications prescribed by your physician, must be taken to your physician for all appointments. Please inform the Administrator/Case Manager of any medical appointments so that the forms can be prepared in advance. You must return the forms to the Administrator/Case Manager after your appointment to ensure that changes can be made in your medical record if necessary.
5. Urinals and bedside commodes are only permitted for nighttime use for safety reasons and must have an accompanying order stating this from your physician.
6. When furnishing your room, please consider the space available. You must allow for ease in movement in the room in order to facilitate safe departure from the area in an emergency situation. Undue clutter in your room is not allowed by Department of Health regulations, as this is considered a fire and safety hazard.
7. Area rugs are not allowed.
8. Electrical adaptors are not allowed. Extension cords are not allowed without the permission of the Administrator.
9. Hospital beds are not allowed. Transfer bars and side rails of any kind are also not allowed at The Nottingham Memory Care Residence.
10. Space heaters are not allowed per the Department of Health Regulations. Candles with wicks are not allowed as they are considered a fire hazard by the Department of Health.

11. You must keep the volume of a radio or television at a respectable level in order not to disturb other residents.
12. Fire Drills are conducted on a monthly basis and total evacuation will be conducted based on the Department of Health regulatory requirements. You must participate in these drills to ensure that all residents know the procedures in an emergency situation. Please stay in your room until asked to leave, either by staff or Fire Department officials.
13. It is imperative that you attend regularly scheduled physician appointments and that you comply with your doctor's plan of care and treatment. Should you choose not to do so, you may be subject to termination of your Admission Agreement.
14. Smoking: The Nottingham Memory Care Residence is a smoke free Residence. This includes: cigarettes, pipes, cigars, chewing tobacco and e-cigarettes. Nicotine patches and gum are permitted.
15. The top of the closet organizer in all resident apartments may not be used for storage, as it would interfere with smoke and fire protection.

Signed/Resident/Representative: _____ Date: _____

Signed: Facility Representative: _____ Date: _____



The Nottingham Memory Care Residence Resident Handbook

THE NOTTINGHAM MEMORY CARE RESIDENCE RESIDENT HANDBOOK

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I. WELCOME

Welcome to The Nottingham Memory Care Residence! The management team and support staff is very pleased that you have chosen The Nottingham Memory Care Residence to be your new home. It is our hope that your move to The Nottingham Memory Care Residence will be a rewarding and a positive experience.

Since 1988, The Nottingham has provided apartments and cottages for active seniors that promote an independent lifestyle. But more importantly, our community was also designed with an "age in place" concept in mind. We want to provide a continuum of services so that as our residents' needs change, we can safely accommodate them. The option for supportive services can be provided through our Assisted Living Residence. In 2016, The Nottingham received approval to operate our Enriched Housing Program as an Assisted Living Residence, which included the additional certification for an Enhanced Assisted Living Residence for up to 16 residents. With the opening of the Residential Health Care Facility in 1996, The Nottingham has been able to provide a lifetime of care. In 2021, The Nottingham opened its Memory Care Residence. It is now one of the few campuses for older adults in the Greater Syracuse area that offers a full continuum of care that includes Independent Living, Assisted Living, Memory Care and Skilled Nursing Care.

To help familiarize you with the services and amenities of The Nottingham Memory Care Residence, we are proud to present our Resident Handbook.

II. THE NOTTINGHAM MEMORY CARE RESIDENCE

Our Memory Care Residence consists of 2-10 room neighborhoods, with a residential kitchen, living room, a Large Activity Room, a Spa/bathing area, a screened in porch and a secure exterior courtyard. There are two suites, one located in each neighborhood that could be used to accommodate a married couple. The core of the Residence is The Founders Garden. This space is designed as an interior park area with natural lighting, trees, flowers and a designated gardening space with benches. The Residence was designed around the importance of enabling independence as long as possible, upholding resident dignity, providing privacy as well as a sense of community for the residents, offering focused and appropriate stimulation, creating a residential layout and providing residential furniture and fixtures. The ability for our residents to navigate through the building on their own was a primary focus of the design and has been reflected by the lack of solid walls for the common areas and resident room exterior individualization. The doors and entrances to each resident room have been individualized to give a true neighborhood feel and aid in wayfinding.

Some of the special features of each room include a roll-in shower, electric heated bathroom floors and built-in window seats.

III. COMMUNITY PARTNERSHIPS

The Nottingham Memory Care Residence has partnered with Clinical Clarity Research of CNY to help give staff, residents, family members and caregivers the opportunity to learn how science is trying to fight dementia and will also give them the opportunity to get involved. The Clarity Clinical research team members assist with linking individuals in clinical trials, local support, education and resources they need. In addition Clarity Clinical offers free memory screening. In addition, The Nottingham Memory Care Residence works with The Alzheimer's Association of CNY to provide onsite support groups and education to staff, family members and caregivers.

IV. STAFFING

LPNs and Certified Home Health Aides will be available 24 hours a day, 7 days per week to assist with non-medical care needs. The Memory Care Residence staff is trained to work with residents with dementia and is able to provide specialized care based on individual needs. Staff will embrace flexible daily rhythms and patterns when providing care. All staff has taken the 4 hour Dementia Basics training program. For individuals with Dementia, quality of life depends on the quality of the relationship they have with staff. In turn staff can determine how to best care for each resident by knowing as much as possible about each resident's life story, preferences and abilities. This information is obtained during the move in process using a holistic assessment and shared with staff. This information is used by staff to develop person centered strategies, which are designed to ensure that services are tailored to each resident's circumstances. In addition, staff is trained to use family as a care partner, working together to achieve optimal resident functioning.

V. MEDICATIONS

Staff will be available to assist with medications on a daily basis to ensure that all medications are taken as instructed by your physician. Our staff will order your medications from your local pharmacy of choice.

VI. SMOKING

The Nottingham Memory Care Residence is a smoke-free campus and smoking of any sort by residents, family members and visitors is not allowed on Nottingham property.

VII. MEDICAL ALERT SYSTEM

The Nottingham Memory Care Residence is equipped with a medical alert system. Each resident will receive a pendant or wristband to wear from the time of

admission. All apartments are equipped with two pull cord stations. In the event you have an emergency such as a fall, you push the button on the pendent or wristband to summon help. You can also pull the cord. A staff member will respond immediately after you push your medical alert button. Remember to wear your medical alert pendent or wristband at all times. Please remember this is for medical emergencies only. A list of emergency phone numbers is posted next to your phone.

VIII. FURNISHINGS

Each resident room is furnished with a single bed, dresser, lockable night stand and lamp. You are able to replace facility furniture with your own if you wish to do so. Linens will also be provided, however you are encouraged to bring your own in order to create a comfortable and individualized environment.

IX. TELEPHONE, CABLE TV and UTILITIES

Each resident room is already equipped with telephone and cable TV hookups. The Nottingham Memory Care Residence is responsible for having a telephone jack in each apartment. The telephone service connection is the responsibility of the resident or their representative. Basic cable is included in your monthly rent. Each apartment is equipped with a DTA box from Spectrum Cable Company which is required for the cable connection.

X. MEAL SERVICE AND NUTRITION

Proper nutrition is important to keep the body strong and healthy. Poor nutrition may increase behavioral symptoms and cause weight loss. Our goal is to make the dining experience easy for our residents. All meals in the Memory Care Residence are served in the residential kitchen that has been designed and decorated keeping in mind the latest research recommendations. Elements used to provide a positive dining experience include use of red dishes to stimulate appetite and an open design that allows an abundance of natural light to flood the dining room.

Three delicious meals will be served daily keeping in mind the importance of flexibility as not all residents will want to eat at the same time or eat at the same pace.

Breakfast will be served from 8:00 am to 10:00 am., lunch will be served from 12:00 PM to 2:00 PM and dinner will be served from 5:00 PM to 7:00 PM. Staff will be engaging with Residents during meal times in order to encourage appetite. Snacks will also be available throughout the day. The Therapeutic Recreation team also offer cooking and baking programs in the Country Kitchen. The menus have been developed keeping in mind the importance of person centered care. While there will be entree choices, residents will also have the ability to choose finger foods that capture nutritional needs but also incorporate culinary excellence.

XI. HOUSEKEEPING SERVICES

The Nottingham Memory Care Residence Housekeeping Department provides scheduled cleaning of all apartments on a weekly basis at an assigned time. These services will consist of vacuuming, dusting, cleaning the bathroom and emptying trash. Trash is emptied from the apartments at the end of every Certified Home Health Aide shift.

XII. PERSONAL LAUNDRY and BEDDING

The Nottingham Memory Care Residence has a laundry room where residents, with the assistance of staff, are able to wash their own clothing as a way to promote independence and dignity. If a resident opts not to participate, his or her laundry will be washed and returned by staff.

XIII. APARTMENT KEYS and FOBS

On the date the Admission Agreement is signed, a set of keys will be issued which include: an individual apartment key, the corresponding mailbox key and an exterior outside door FOB. Up to 3 sets of keys will be assigned per resident. The FOBs are easy to use. Simply pass it in front of the small black box next to the exterior door. The light on the box will turn from red to green and the lock will click, indicating the door is accessible.

XIV. VISITOR SIGN-IN

All visitors will be required to sign in using the Visitor Register that is located on the desk in the Living Room, and will be required to wear a visitor badge.

XV. MAIL SERVICE

The Jamesville Post Office delivers mail to The Nottingham between 11:30am and 2:00pm six days per week. Mail will be delivered to each room by staff and placed in the resident's mailbox, which is located outside their individual room, adjacent to their memory box.

XVI. ACTIVITIES and OUTINGS

Residents will have the opportunity to maintain and enhance their sense of dignity and self-esteem by engaging in meaningful social interactions throughout the day. Every encounter with fellow residents and staff members will provide an opportunity for a meaningful exchange. Formalized recreation programs, as advertised in the community calendar, provide opportunities to socialize as well as offer a reassuring structure. Informal activities are a necessity as well. Our goal is to maximize every resident's emotional well-being and quality of life. Staff will work to nourish this autonomy by providing residents with spontaneous

activities such as walking throughout the Residence, folding laundry, participating in meal preparation and tending to the garden.

Recreation staff will provide independent leisure materials. All staff will engage with residents beyond the traditional structure of group programs. The Residence is modeled to be like home and person-centered, allowing residents to choose their engagement pathway in a safe manner.

XVII. TRANSPORTATION

The Nottingham Memory Care Residence offers transportation to medical appointments and community outings through use of one twelve-passenger van and two multi-seated vehicles, one of which accommodates wheelchair passengers. The vehicles transport residents within the defined shuttle area Monday through Friday according to a transportation schedule.

XVIII. RESIDENT COUNCIL

All residents are encouraged to attend monthly meetings which are held in the Large Activity Room.

The Administrator will report to residents on current issues of interest. They will also welcome comments and suggestions by the residents on the topics discussed.

XIX. GUEST APARTMENT

For our residents' convenience, The Nottingham campus offers two guest apartments for their families to stay on site, located in Independent Living. They may be rented by the day, and are both one bedroom/one bath apartments. A complimentary dinner is included. Reservations may be made by calling The Nottingham Resident Services Center at 315-445-9242. Payment may be made by check or cash. The Nottingham does not accept credit cards.

XX. TIPPING and GIFT-GIVING

The Nottingham Memory Care Residence expressly forbids tipping and gift-giving to any employee. This policy applies to all staff such as Dining, Maintenance, Housekeeping and Nursing employees. Recognition of an employee may be expressed in a letter addressed to Jennifer Ingerson, Vice President of Housing.

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

EXHIBIT D-1

CONSUMER INFORMATION GUIDE

See attached Consumer Information Guide

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

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INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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 ANALR

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.

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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**