

<u>OFFICE USE ONLY</u>	
Name:	
Unit:	Date:



ASSISTED LIVING RESIDENCE
HERITAGE AT THE PLAINS AT
PARISH HOMESTEAD

RESIDENCY AGREEMENT

Rev. June 2, 2023

ASSISTED LIVING COMMUNITY

Community: <<PROPADDR1>>

Resident: <<FIRSTNAME>> <<LASTNAME>>

DOB: <<DOBDATE>>

Commencement Date: <<FIRSTCONTACTDATE>>

Your Room: <<PROPOSALUNITCODE>>
<<PROPOSALRENTAMT>>

Your Monthly Rent:

Deposit (if applicable): <<PROPOSALSECDEPAMT>>

Level of Care Fee: <<PROPOSALCAREAMT>>

Optional/Concierge Fees (total): <<PROPOSALOPTCONAMT>>
Fees: <<PROPOSALPETOTHERAMT>>

Pet or Other

Your Responsible Party:

First Resident Responsible Party

Name: <<PRIRESPARFIRSTNAME>>
<<PRIRESPARLASTNAME>>

Address:

<<PRIRESPARADDRESSLINE1>>
<<PRIRESPARADDRESSLINE2>>
<<PRIRESPARADDRESSCITYNAME>>,
<<PRIRESPARADDRESSSTATECODE>>
<<PRIRESPARADDRESSPOSTALCODE>>

Phone : <<PRIRESPARPHONE>>

Cell Phone:

<<PRIRESPARADDRESSMOBILEPHONE>>

Email: <<PRIRESPARADDRESSEMAIL>>

EMERGENCY CONTACT SHEET

Resident Primary

Emergency Contact

Name: <<PECFIRSTNAME>>

<<PECLASTNAME>>

Relationship: <<PECRELATIONSHIP>>

Address:

<<PECADDRESSLINE1>>

<<PECADDRESSLINE2>>

<<PECADDRESSCITYNAME>> ,

<<PECADDRESSSTATECODE>>

<<PECADDRESSPOSTALCODE>>

Phone: <<PECPHONE>>

Cell Phone:

<<PECADDRESSMOBILEPHONE>>

Email: <<PECADDRESSEMAIL>>

Resident Secondary

Emergency Contact

Name: <<SECFIRSTNAME>>

<<SECLASTNAME>>

Relationship: <<SECRELATIONSHIP>>

Address:

<<SECADDRESSLINE1>>

<<SECADDRESSLINE2>>

<<SECADDRESSCITYNAME>> ,

<<SECADDRESSSTATECODE>>

<<SECADDRESSPOSTALCODE>>

Phone: <<SECPHONE>>

Cell Phone:

<<SECADDRESSMOBILEPHONE>>

Email: <<SECADDRESSEMAIL>>

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RESIDENCY AGREEMENT

This Residency Agreement (“Agreement”) is made between CSL Heritage AL, Inc. (“Operator”), and _____ (the “Resident” or “You”), (the “Resident’s Representative”, if any) and _____ (the “Resident’s Legal Representative”, if any).

RECITALS

The New York State Department of Health (NYSDOH) has licensed the Operator to operate at 163 Heritage Circle, Oneonta, NY 13820, an Assisted Living Residence (“The Residence”) known as Heritage at The Plains at Parish Homestead and as an Adult Home. The Operator is certified to operate this location as a Special Needs Assisted Living Residence.

You have requested to become a Resident at The Residence and the Operator has accepted your request.

I. DISCLOSURE STATEMENT

The Operator discloses information as required under Public Health Law Section 4658 (3). Said disclosures are made in **Attachment A**.

II. 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 its terms.

A. Housing Accommodations

1. **Your Room.** You may occupy and use the room as identified on **page 2** subject to the terms of this Agreement.
2. **Common Areas.** You will have unrestricted access to the common areas of the Residence such as living, activity rooms and wellness center for at least ten (10) hours per day between the hours of 9:00 a.m. and 8:00 p.m. **Use of these common area rooms outside this timeframe may be accommodated for use by scheduling time to use with the Activities Director.** You and Your guests may not disturb the peace, quiet and enjoyment of others also using these rooms.
3. **Furnishings/Appliances Provided by the Operator.** As identified in **Attachment C** is an Inventory of furnishings, appliances, and other items supplied by the Operator in Your room.
4. **Furnishings/Appliances Provided by You.** As identified in **Attachment D** is an Inventory of furnishings, appliances and other items supplied by You in your room. Such Attachment 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 Services. The following diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: House Diet (no added salt); low concentrated sweets, finger food. Residents may request snacks during any 24-hour period from staff on duty,
2. **Activities.** The Operator will provide a program of planned on-site activities and opportunities to participate in local community events and services selected by You to meet Your physical, social, and spiritual needs. A monthly activity schedule is posted in a common area of the Residence.
3. **Housekeeping.** Weekly housekeeping and as needed.
4. **Linens.** (towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition)
5. **Laundry of Your Personal Washable Clothing Weekly.**
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 provides case management services in accordance with applicable law. These 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.** As will be identified in the Individual Service Plan, Personal Care will a minimum of 3.75 hours including assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), dining, medication acquisition, storage and disposal, assistance with self-administration of medication as allowed by regulation.
9. **Development of Individualized Service Plan.** The Individual Service Plan shall be developed to address Your needs and will be updated every six months, whenever ordered by Your physician or as frequently as necessary when there is a change in Your health or needs.

C. Additional Services.

Attachment E describes any additional services, supplemental, community fees or

amenities that are available for an additional fee from the Operator directly or through arrangements with the Operator. **Attachment E** describes who provides such services or amenities, if someone other than the operator.

D. Licensure/Certification Status.

Attachment A, Disclosure Statement, states that currently there are no providers offering home care or personal care services under an arrangement with the Operator. Such **Attachment A** will be updated as necessary to list any such provider and include a description of the licensure or certification status of said provider.

III.FEES

A. Fees.

Basic Rate. Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services (as described in **Section II.B** and as further described on **Attachment F, Level I Services: Basic Services**), are included in a single fee, or a tiered fee basis, where charges for Basic Services are determined by the type of services provided or the number of hours of care provided. This is referred to as the “Basic Rate”. This Community charges a flat fee as the Basic Rate. The Basic Rate arrangement at the time of executing this Agreement is noted in **Attachment F, Level I Services: Basic Services**.

The Resident, Resident’s Representative and Resident’s Legal Representative (or other specified party to be charged under the Agreement) agree that the Resident (or other specified party) will pay, and the Operator agrees to accept, a Basic Rate in full satisfaction of the Basic Services described in **Section II.B** (and as further described on **Attachment F, Level I Services: Basic Services**) of this Agreement. **These services include a minimum of three and three-quarter (3.75) hours per week of personal care including reminders (e.g., meals, showers, etc.), wellness checks such as weight, assistance with Activities of Daily Living (ADLs): bathing; grooming; dressing; toileting (if applicable); ambulation (if applicable); transferring (if applicable); feeding; and medication management.**

Second Occupant

A spouse or other occupant, known as a Second Occupant, may occupy Your room with You, provided they are a resident of the Community. The Second Occupant must (1) meet all requirements for admission **as stated in Section X of this Agreement**, (2) sign a separate residency agreement, and (3) pay all fees set forth in their residency agreement. If Your room is occupied by a second occupant, the rates in each occupant’s residency agreement will be adjusted to reflect a lower than typical housing accommodations and basic service fee for Your single occupancy room type. Thus, the housing accommodations and basic services fee for the room type selected together with the second occupant fee will be totaled and pro-rated between You and the Second Occupant. If Your room is occupied by two residents and one resident later permanently vacates the room, regardless of the reason, the remaining resident’s obligations under this Agreement will be adjusted to reflect the then current single occupancy rate for your room type.

1. **Tiered Fee Arrangements.** A “Tiered” fee arrangement, in which the amount of the fee charged depends upon the types of services provided for care and the number of hours of care provided per week for the type of service and the fees for each “tier” of care, are set forth in detail in **Attachment F**. This attachment describes the types of services provided, number of hours of care provided per week, the fees for each “tier” of care, and describes who will be providing care if other than staff of the Operator.
2. **All Fees.** Any charges by the Operator, whether a part of the Basic Rate, Additional or Community Fees, or Tiered Fees shall be made only for services and supplies that are actually provided to the Resident as ordered by the Resident, Resident’s Representative, and Physician.

B. Additional and Community Fees

The Residency Agreement includes a description of supplemental and additional fees from the Community directly or through arrangements with the Community, stating who provides such services if not the Community, and provide a detailed explanation of the services and amenities covered by the rates, fees or charges. See **Attachment E**

1. An Additional Fee is a fee for services, cares, or amenities that is in addition to those fees included in the Basic Services or Tiered Fees. See **Attachment E**.
2. Additional services are at the option of the Resident. Any charges for supplemental fees by the Operator shall be made only for services and supplies that are actually supplied to the resident. However, 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**.
3. This Residence requires a payment of a one-time Community Fee that is non-refundable in the amount listed on **Attachment E**. This Community Fee is paid at the time the Resident moves into the Residence. The Residence does not provide any conditions for refunding this Community Fee. If the prospective Resident does not accept the payment of this Community Fee, they can elect not to enter into this Residency Agreement with the Residence. The Community Fee does not offset any other potential financial liabilities of the Resident as stated in this Residency Agreement, including but not limited to base fees, tiered fees, or any additional fees that may be outstanding at any time during this Agreement's term nor is the Community Fee used to process the application or other costs associated with administrative tasks required by the Operator/facility.

C. Fee Schedule.

The Basic Rate (which is for Basic Services described in **Section II.B** and as further described on **Attachment F, Level I Services: Basic Services**), Additional and Community Fees are noted in **Attachment E**, and **Attachment F** includes the fees for the Tiered Fee Arrangement. Tier One Fee is also the Basic Rate Service Fee.

D. Billing and Payment Terms.

1. **Payment is due by the 1st of the month preceding service and shall be delivered to the Executive Director's office.**
2. **Payment Method** -- At the time You move into the Community, You shall pay the fees as noted for Your first month's Monthly Rent and services and any other fees as agreed upon by You and the Community. At that time, You are encouraged to also provide the Community with a voided check. The Community will use this voided check to establish an automatic payment for Your on-going monthly fees. An electronic automatic transaction will cause the direct payment from Your bank to the Community for all invoiced fees. In addition to presenting a voided check, You or Your Responsible Party are encouraged to complete a form allowing for this electronic transaction. This form will be provided in the Resident Move-in Packet.
3. **Late Fee** -- You shall pay a late charge as specified on the **Attachment E** sheet if the monthly payment of Rent or Additional Rent is not received by Owner by the fifth (5th) day of the month in which it is due, provided, however, that the Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.
4. **Returned Checks** -- A returned check fee as specified on **Attachment E** will be charged for each returned item from Owner's bank, for any reason.

(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, the Resident or Resident's representative must inform the administrator in writing as far in advance as possible. Such procedures must be in accordance with the provisions regarding termination of the Agreement set forth in section XIII.)

E. Adjustments to Basic Rate or Additional Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional fees not less than forty-five (45) days prior to the effective date of the fee increase, subject to the exceptions stated in paragraphs 3, 4, 5, and 6 below.
2. Since a Community Fee is a one-time fee, there can be no later increase in this fee charged after you are admitted.
3. If You, Your Resident or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services, or supplies upon the express written order of Your primary physician, the Operator may, through

completing **Attachment N**, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days' written Notice.

5. In the event of any emergency which affects You, the Operator may charge the increase fee for Your benefit as are reasonable and necessary for services, material, equipment, and food supplied during such emergency.
6. The Operator may increase Additional Service Fees with less than forty-five (45) days' notice, if necessary, for those services provided by an outside vendor, such as private telephone or Internet service.

F. Room Hold

The Operator agrees to hold Your Room in the event of Your absence. The charge for this room hold is based on Your monthly Basic Rate for either the Basic Fee or Tiered Fee Arrangement. The charge for this hold fee will not exceed Your monthly Basic Rate for either the Basic Fee or Tiered Fee Arrangement. The length of time of the hold is thirty (30) days. A Room Hold does not replace the requirements for termination as set forth in **Section XIII** of this Agreement. You may choose to terminate this Agreement rather than have the Residence hold Your room, but You must provide the Operator with any required termination 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 (3) business days after Your discharge from 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 payments and personal allowance accounts at the Residence. The Operator must also return within no later than three (3) business days any of Your money or property that the Operator should receive after Your discharge. The Operator must refund any advance payment(s) made by You. 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 Your property.

Upon discharge, You or your Representative shall promptly cause all personal possessions to be removed from the Residence. Beginning on the date of discharge, the Operator shall charge a Storage Fee of \$216.00 per day for fourteen (14) days as noted in Attachment E. If You or your Representative do not remove your personal possessions, the Residence shall consider Your possessions to be abandoned and at the end of fourteen days shall dispose of Your possessions in a manner selected solely at the Operator's discretion.

V. TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

If You wish to VOLUNTARILY transfer money, property, or things of value to the Operator at any time, and the Operator has agreed to such transfer, the Operator must list the items given or promised to be given and attach said list to this Agreement. Such listing is included as **Attachment G**. Such listing shall include any agreements made by third parties for Your benefit.

VI. PROPERTY OR ITEMS OF VALUE HELD IN OPERATOR’S CUSTODY FOR YOU

If, at any time, you wish to place any personal possessions in the Operator’s custody and the Operator agrees to accept such custody, the Operator must list and attach the list to this Agreement. Such listing is included as **Attachment H** 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 staff or agents to accept any tip or gratuity in any form for 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 (DOH-5195) 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 I or my representative make application for SSI or SNA funds, I or my representative will notify the Operator within 30 days.

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

X. ADMISSION AND RETENTION CRITERIA FOR AN ASSISTED LIVING RESIDENCE

A. Admission Criteria

Under the law governing 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 basis of an individual’s mobility impairment, and shall make reasonable accommodations to the extent necessary to admit such individuals,

consistent with federal, state, and local laws including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.

B. Pre-Admission Evaluation

1. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
2. 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.

C. Special Needs Assisted Living Residence

If You are being admitted to a Special Needs Assisted Living Residence, The “Special Needs Assisted Living Residence Addendum” in **Attachment L** will apply.

D. Post-Admission Change in Condition and Services Needed

If You are residing in this Residence and Your care needs later change causing You to require 24-hour skilled nursing care, you will no longer be appropriate for residency in this Basic Residence (unless as a participant in an approved hospice program). If this occurs, the Operator will take action to terminate this Agreement, pursuant to **Section XIII** of the Agreement.

XI. RESIDENCE RULES

Attachment I lists the Residence Rules. By signing this Agreement, You and Your representatives agree to abide all reasonable Residence Rules.

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

A. Resident’s Responsibilities

You, or Your Representative or Legal Representative to the extent specified in this Agreement, are responsible for the following:

1. Payment of the Basic Rate and any authorized Additional and agreed-to Tier-Payment (Care Level Fee), Additional and Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when the payment 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.
7. Agreeing that it will be at the Residence sole discretion, it may send You out for emergency medical care without prior notice to Your Representative and/or Legal Representative. Notwithstanding, the Residence will not be responsible for transporting You to a hospital or to a physician's office when an emergency medical need arises. You also agree to release the Residence and the owners, directors, officers, trustees, administrators, employees, affiliates, management companies, representatives, successors, assigns, attorneys and agents (collectively, "Agents") of the Residence from any and all liability for charges for any such services, and also release the Residence and its Agents from any and all liability, responsibility, claims, charges, or causes of action resulting from any medical services provided or by omission not provided to You, with the exception of any claims resulting solely from the gross negligence or willful misconduct of the Residence and its Agents. All emergency and non-emergency health care costs You incur are Your sole responsibility, even when the Residence requests the services on Your behalf.
8. Notwithstanding the above paragraph, number 8, You authorize the Residence to contact Your Representatives, health care providers, and other persons listed in Your records if it is necessary, to advise them of Your health care needs, to arrange for required scheduled or unscheduled health care and other services, and in case of an emergency.

B. Resident Representative's and Resident Legal Representative's responsibilities.

The Resident's Representative (and the Resident's Legal Representative if applicable) shall be responsible for furnishing a Contact Form. **This Contact Form provides such personal contact information concerning resident's emergency contacts as Operator may require in order that it may be available in the event of a medical or other emergency. Any change in this information must be communicated immediately, preferably in writing, to the Administrator.**

XIII.TERMINATION AND DISCHARGE

A. Voluntary Termination

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

1. By mutual Agreement between You and the Operator.
2. Upon thirty (30) days' notice from You or Your Representative to the Operator of Your intention to terminate the Agreement and leave the Residence.
3. Upon thirty (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, if the resident objects to the action, only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

B. Involuntary Termination

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 (30) 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 Residence.
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.
7. This Agreement will immediately terminate upon Your death. If there is a second occupant in the Room, Your death will not terminate their Agreement with the Community. Your estate or Your Guarantor will continue to be responsible for all outstanding fees due at the time of Your death and for fees occurring until the later of (a) fourteen (14) days after Your death or (b) Your personal possessions are removed from Your Unit as described herein. The

resident/resident's representative or the estate will not be charged for services not provided if You are no longer living in the Community. See also Section IV above.

C. Other Termination Provisions

1. 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.
2. 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.
3. If a dispute arises between the Operator and the Resident or Responsible Party, if any, about alleged non-payments of any sum alleged to be due under the terms of this Agreement, the prevailing party may collect from the losing party all reasonable attorney's fees, interest and reasonable collection fees and court costs which a court of competent jurisdiction has expressly ordered the losing party to pay; provided, however, that nothing in this Agreement shall be deemed to limit the ability of any party to avail themselves of any legal actions to contest or appeal the proposed imposition of such fees, interest and costs.
4. 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.
5. Both You and the Operator are free to seek any other judicial relief to which they may be entitled.
6. 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

A. Conditions for Immediate Transfer

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

1. When You develop a communicable disease, medical or mental condition, or 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.

B. Transfer

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.

C. Readmission

If the basis for the transfer permitted under parts 1 and 2 above of **Section XIV.A** no longer exists, and You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted to the Residence.

XV. RESIDENT RIGHTS AND RESPONSIBILITIES

Attachment J includes 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

Attachment K includes the Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs. In addition, such procedures will be posted in a readily visible common area of the Residence.

The Operator agrees that the Residents 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 provide a written report to the organization addressing the issues.

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. OTHER VARIOUS LEGAL PROVISIONS

A. Entire Agreement

1. This Agreement, which includes **Attachments A** through **T**, constitutes the entire Agreement of the parties.
2. As noted above, the Attachments A through T to this Agreement are incorporated by reference. Some of the Attachments below are required to be provided to You by state law. Other Attachments are provided further explain what a Resident will experience or undertake as a Resident in this community. Please read these Attachments carefully. If you do not understand an Attachment, You should seek counsel prior to signing.

B. Amending Agreement

This Agreement may be amended upon the written Agreement of the parties. However, any amendment or provision of this Agreement not consistent with the statute and regulation shall be invalid.

C. Record Keeping

The parties agree that assisted living Residency Agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time per regulations.

D. No Waiver

Waiver by the parties of any provision in this Agreement, which is required by statute or regulation, shall be invalid. All other paragraphs of this Agreement shall remain in full force.

E. Security

The Residence makes no representation or warranty that the Residence is secure from theft, loss of personal items (like clothing, eyeglasses, jewelry, dentures, hearing aids, etc.), or any other criminal act perpetrated by any other resident or person. The Residence will not be responsible for occurrences. Residents shall report any incident immediately to Residence if such incident causes the Resident to believe he or she is in an unsafe environment. Any audio or video devices installed at the Residence are for the Residence's internal use only and may not be used for any other purpose. Staff does not monitor these cameras. By signing this Agreement, You consent to the use of audio and video surveillance in the common areas. The Residence does not permit the use of cameras or other video or audio surveillance devices in resident units unless required by state law.

F. Waiver of One Breach Not a Waiver of Any Other.

The failure of the Residence in one or more instances to insist upon strict compliance with any of the terms of this Agreement is not a waiver by the Residence of its right to insist upon strict compliance with the terms of this Agreement.

G. Governing Law.

This Agreement is generally governed by the laws of the state of New York.

H. Severability.

Any clause, term, phrase, provision or part thereof contained in this Agreement is severable. In the event any of them is found to be invalid for any reason, this Agreement shall be interpreted as if such invalid clause, term, phrase, provision or part thereof were not contained herein, and the remaining clauses, terms, phrases, provisions or parts thereof, of this Agreement will not be affected by such determination and shall remain in full force and effect. This Agreement will not fail because any clause, term, phrase, provision, or part thereof is found void, invalid, or unenforceable. No part of this Agreement will be construed against any party because that party wrote this Agreement.

J. Warranty of Capacity.

YOU WARRANT THAT YOU HAVE CAREFULLY READ ALL PARTS OF THIS AGREEMENT OR THAT THIS AGREEMENT HAS BEEN TRANSLATED FOR YOU INTO YOUR LANGUAGE OF PREFERENCE; THAT YOU HAVE DISCUSSED THIS AGREEMENT WITH AN ATTORNEY, IF YOU SO DESIRE; THAT YOU HAVE THE LEGAL CAPACITY AND PROPER LEGAL AUTHORITY TO UNDERSTAND AND EXECUTE THIS AGREEMENT; AND THAT YOU ARE SIGNING THIS AGREEMENT VOLUNTARILY, WITHOUT COERCION OR DURESS.

K. Assent by Performance.

It is understood by all Parties that the act of moving into the Residence or continuing to reside at the Residence are an assent to all terms of this Agreement and its Attachments.

The balance of this page is left blank intentionally.

XVIII. ATTACHMENTS

- A. DISCLOSURE STATEMENT
- B. ROOM ALTERATIONS, MISUSE, AND RIGHT TO ACCESS AND INSPECTION
- C. FURNISHINGS / APPLIANCES PROVIDED BY OPERATOR
- D. FURNISHINGS / APPLIANCES PROVIDED BY YOU
- E. ADDITIONAL AND COMMUNITY FEES
- F. TIERED SERVICE LEVELS AND FEES
- G. TRANSFER OF FUNDS OR PROPERTY TO OPERATOR
- H. PROPERTY/ITEMS HELD BY OPERATOR FOR YOU
- I. RESIDENCE RULES
- J. RESIDENT RIGHTS
- K. OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS
- L. SPECIAL NEEDS ASSISTED LIVING RESIDENCE ADDENDUM AGREEMENT
- M. MEMORY CARE SERVICES
- N. INTENTIONALLY BLANK FOR FUTURE USE
- O. INTENTIONALLY BLANK FOR FUTURE USE
- P. RESPONSIBLE PARTY
- Q. CHANGE IN ADDITIONAL & TIERED SERVICE FEES ADDENDUM
- R. GUARANTOR OF PAYMENT OF PUBLIC FUNDS AND PRIVATE FUNDS
- S. PET POLICY
- T. CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

ATTACHMENT A

DISCLOSURE STATEMENT

CSL Heritage AL, Inc., as Operator of the Heritage at The Plains at Parish Homestead, 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 included as Attachment T of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate 163 Heritage Circle, Oneonta, NY 13820, as an Adult Home - Assisted Living Residence.
3. 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, 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 16 persons. A list of the needs/conditions that the Operator is able to service and accommodate under its Special Needs Assisted Living Certification is included as Attachment L.
4. The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Special Needs Assisted Living Residence. It is important to note that the Operator is currently approved to accommodate with the Special Needs Assisted Living Residence only up to the numbers of persons stated above. If You become appropriate for Special Needs Assisted Living Residence and one of those units is available, You will be eligible to be admitted in the Special Needs Assisted Living Residence program, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your apartment within the Residence.

(List any other health related licensure or certification status of the Operator or others providing services at The Residence.) **None**

5. The owner of the real property upon which the Residence is located is Ventas Heritage, LLC. The mailing address of such real property owner is c/o Ventas, Inc., 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223. The following entity is authorized to accept personal service on behalf of such real property owner: Ventas Realty, Limited Partnership, Attn. Lease Administration, 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223.
6. The Operator of the Residence is CSL Heritage AL, Inc., d/b/a Heritage at The Plains at Parish Homestead. The mailing address of the Operator is 163 Heritage

Circle, Oneonta, NY 13829. The following entity is authorized to accept personal service on behalf of the Operator: New York Secretary of State, One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231. The Secretary of State will mail a copy of any process accepted on behalf of CSL Heritage AL, Inc. to 14160 Dallas Parkway, Suite 300, Dallas, TX 75240, Attn: General Counsel.

7. 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. NOT APPLICABLE
8. 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. NOT APPLICABLE
9. Residents shall have the right to choose service providers with whom they contract with on an individual basis, notwithstanding any other agreements to the contrary. Providers must meet the Operator's insurance requirements.
10. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
11. You may be eligible for public funding related to your housing or care. Consult with your health insurance provider, primary care physician or visit the government web site at www.cms.hhs.gov. However, this Residence is not a provider in any Medicaid Waiver or Medicare payment program and does not accept public funding related to your housing or care.
12. 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.
13. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll- free number 1-855-582-6769 that can be called to request an Ombudsman and their website is <https://ltcombudsman.ny.gov/whois/index.cfm> to find an advocate for the resident. 315-272-1872 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

ATTACHMENT B

**ROOM ALTERNATIONS, MISUSE AND RIGHT TO ACCESS AND
INSPECTION**

Alterations.

Resident shall make no alterations, additions, or improvements in or to the Premises or to Operator's equipment or fixtures in the Premises, without prior written approval. Resident shall not install any fixture or equipment without Operator's prior consent, and then only by contractors first approved in writing by Operator.

Operator, at Resident's expense, may remove any such unapproved equipment or fixtures. If consent is given, the alterations and installation shall become the property of Operator when completed and paid for. They shall remain with and as a part of the Unit at the end of the Agreement. Operator also has the right to demand and require Resident to remove the alterations and installations before the end of its Agreement. The demand shall be by notice, given at least fifteen (15) days before the end of the Agreement. Resident shall comply with the demand at Resident's own cost. Operator is not required to do or pay for any such work unless stated in this Agreement.

Misuse.

Resident shall take good care of the Unit and all equipment, appliances, and fixtures in it. Resident shall not cause, allow, or permit any waste, misuse or neglect of the Premises, and its appliances, equipment, and fixtures. Resident shall pay for any damages so caused, provided however that the Resident or Resident Representative, if any, shall have the right to contest that there has been waste, misuse, or neglect of the Premises.

Right to Access and Inspection.

Operator shall have the right to enter the Unit to make repairs, inspect or show the Unit to prospective residents, staff or contractors, mortgage lenders, appraisers, or purchasers. Operator agrees to respect Your privacy to the extent reasonably practicable and will attempt to notify You before entering the apartment, except in cases of emergencies. In the case of an emergency, Operator may enter Premises at any time, without Your consent. Resident agrees that if a maintenance request is made, Operator's staff may enter your Unit without further consent in order to complete the service call.

ATTACHMENT C

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

As a resident of the Heritage at The Plains at Parish Homestead, you are encouraged to personally furnish your apartment with items that are important to you and that reflect your personal taste. If necessary or preferred, the following will be provided for You:

- 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 water-resistant mattress cover.
- A pillow, blankets, and comforter.
- A chair.
- A table.
- A bedside table.
- A lamp.
- Lockable storage, which cannot be removed at will ,for personal articles and medications.
- Individual Dresser and closet space for the storage of resident clothing.
- Two sheets; pillowcase; at least one blanket; a bedspread.A one-week supply of bath towels and wash cloths; soap; and toilet tissue.
- A hinged, lockable entry door; and in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy.

ATTACHMENT D

FURNISHINGS/APPLIANCES PROVIDED BY YOU

You understand that all items provided by you must be clean and in usable condition. We reserve the right to refuse any item that is soiled, unsanitary or unsafe.

- ☐ I prefer to furnish my own apartment/unit.

Except for:

- ☐ I prefer to bring my own linens.
- ☐ I prefer to bring my own towels.
- ☐ I prefer to bring my own bath/shower chair.

Other:

- ☐ I prefer to supply my own toilet tissue.
- ☐ I prefer to supply my own laundry soap.

ITEMS NOT PERMITTED IN YOUR ROOM AND/OR FACILITY PER RESIDENCE RULES:

1. Firearms, defensive equipment such as bow and arrows, fireworks, propane, gas, electrical heaters.
2. Over the counter medications in your room unless so ordered to be kept by You by Your physician.
3. Unsecured rugs are not allowed in your room.
4. Electrical adaptors are not allowed. Extension cords with surge protectors are allowed with the permission of the Maintenance Director.
5. Curling irons.
6. Hot plates.
7. Electrical coffee pots.
8. Popcorn poppers.
9. Throw rugs.
10. Toaster,

ATTACHMENT E

ADDITIONAL AND COMMUNITY FEES

The operator may also provide services and supplies beyond those services required by regulation. Said services and supplies will be provided at resident's option. Resident will be charged for said services and supplies, which are chosen by and provided to the resident. The following services, supplies or amenities are available from the operator directly or through arrangements with the operator for an additional fee noted below.

Business Services

Monthly Telephone Service/charges	TBD by vendor
Cable Television (Monthly on statement)	\$ 45.00 /month
Insufficient Funds Fee (<i>bounced check</i>)	\$ 35.00 /check
Late Payment Fee (subject to Section III.D.3)	\$ 250.00 /month
Personal Emergency Response System Pendant	\$ 0.00 /month
Safety Pendant Replacement Fee	\$ 125.00 /each

Clerical Services

Photocopies	\$ 0.50/copy
Fax – outgoing	\$ 2.00 /first page
Each additional page	\$ 0.75 per page
Fax -- incoming	\$ 0.75 per page
Each additional page	\$ 0.75 per page

Community Fee

Community Fee (<i>one-time nonrefundable fee payable at move-in</i>)	\$ 1500.00
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Dining Services

Guest Breakfast	\$3.50
Guest Dinner	\$7.00
Guest Supper	\$10.00
Kids Meals	\$ 5.00
Meal Tray Delivery (<i>no fee when medically necessary</i>)	\$ 3.00

Maintenance Services

Customized Maintenance Services (examples- hang pictures, put together furniture, re-arrange furniture, etc.)	\$40.00 per hour plus cost of parts
Replacement Key Fee	\$3.00 / each

Other Fees

Storage for personal possessions after move-out	\$ 216.00 per day
Pet Fee	\$45.00 per month
Special Cultural Events	Fee quoted at time of event

Transportation*

Transportation to Medical Appointments	No charge for first 15 miles, then \$1.00 per additional mile
Additional Transportation Services Note: Based on availability; requires at least one-week advance written notice.	\$15.00 per hour (Min. 1 hour) Plus \$0.50 per mile
Transportation for Cultural Event (Special Activity Event)	Quoted on a per event cost basis

** Medical Transportation charges are over and above Medicare, Medicaid, and Third-Party Payment*

ATTACHMENT F

TIERED SERVICE LEVELS AND FEES

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), feeding, medication acquisition, storage and disposal, and assistance with self- administration of medication.

As an Adult Home Resident, You will be provided up to three and three-quarter (3.75) hours per week of Personal Care, as outlined above.

The Plains at Parish Homestead ☒ does ☐ does not utilize tiered fee arrangements.

Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees, as follows:

Service Level:	Fee Tier:	Fee:
Level I up to 3.75 hours per week	Tier I (Basic Services)	Basic Services Included in Basic Rate Arrangement
Level II 3.76 – 10 hours per week	Tier II	\$900.00 per Month
Level III 10.1 hours and above per week	Tier III	\$1300.00 per Month

Level I Services: Basic Services Based on Individualized Service Plan

- Provision of 3 meals per day plus snacks
- Housekeeping services weekly to include apartment cleaning, bed linens/towels changed
- Daily bed-making
- Trash emptied weekly or more if necessary

- Laundry services weekly to include personal laundry and linens. Clean laundry put away by staff if resident prefers.
- Scheduled transportation
- Routine maintenance of apartments, including changing light bulbs, plumbing/heating repairs, and assistance with hanging pictures, etc.
- Encouragement/reminders for activities and socialization
- Medication management including assistance with self-administration and with re-ordering and obtaining medications.
- Self-managed occasional incontinence with assistance in obtaining incontinence supplies
- Partial assistance with bathing up to two times per week. This includes: reminders; preparation of bath water/supplies; assistance in and out of shower; and assistance with the bathing or drying of back, legs, and feet.
- Assistance with dressing including selecting appropriate clothing, assist with zippers, buttons, or shoes daily, as needed
- Verbal reminders to perform grooming tasks daily, as needed.
- Reminders as needed to attend dining room for meals
- Case Management Services
- Assistance with ordering/obtaining/assisting with use of oxygen equipment/supplies with physician orders
- Intermittent Supervision and assistance with mobility
- Cleaning bathroom and linen services

Level II Services (includes Level I services plus the following):

- Escort to activities and encourage socialization.
- Verbal reminders and assistance with incontinence.
- Full physical assistance with bathing twice per week, provided that resident is not resistant to bathing. This includes full assistance with shampooing hair and washing of upper body as well as the assistance listed in Level I. Alternatively, staff will provide the partial assistance listed in Level 1 one extra time per week, for a total of three times weekly.
- Assisting with TED stockings
- Step by step verbal cueing for grooming tasks
- Assistance with meal set-up such as cutting food, opening cartons, identifying food location on plate
- Assistance with prescribed nutritional supplement on regular basis

- Laundry service provided 2 times weekly
- Vital signs monitored weekly with defined parameters requiring specific follow-up or response per MD order

Level III Services (Includes Level I and Level II services plus the following):

- Redirection and Intervention for verbal disruption, agitation, resistance to cares, and socially inappropriate behaviors.
- Encourage to socialize and escort to daily activities.
- Pre-fill insulin syringes by licensed nurse.
- Physical assistance with toileting and incontinence care.
- Full Physical assistance with bathing three times per week, provided that Resident is not resistant to bathing. Alternatively, if the Resident is resistant to bathing, this includes full assistance with bathing twice per week.
- Assistance with dressing or undressing.
- Assistance with personal grooming tasks.
- Escort to and from meals
- Housekeeping services up to 3 times per week
- Laundry service provided up to 4 times weekly

ATTACHMENT G

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

If a resident wishes to voluntarily transfer money, property, or things of value to the Operator upon admission or at any other time, the Operator shall attach a listing of the items to be transferred to this Agreement. This listing shall become part of this Agreement and include any agreements made by the third-party sponsor for the benefit of the resident.

<u>List:</u>

ATTACHMENT H

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 I

RESIDENCE RULES

1. All residents must comply with any NYS rules and regulations existing at the Residence, and those later established and provided to the resident.
2. The following items shall not be included in the charge: clothing, dry-cleaning service, private TV, private telephone, personal hygiene items, and any and all medical and health services, or supplies, transportation charges, barber/beautician services, social cultural activities out of the Residence which involve admission fees, sundries, and other personal goods and services not rendered or furnished by the Residence.
3. The Residence shall not be liable for any personal or property damage sustained by Resident unless such damage is caused by the negligence or the intentional acts of the Residence, or its employees or agents.
4. Residents agree not to bring into the Residence building, any small electric appliances, coffeepots, heating pads, electric blankets, or other small appliances etc.
5. Residents agree not to smoke in or near the Residence.
6. Operator will provide the resident with one key for the residential space and in the event that the key is lost, abandoned, or misplaced, the resident shall pay the reasonable cost of replacing it.
7. Should the resident plan to leave the Residence for 24 hours or longer, the resident must notify the operator or Director/Administrator of the Residence prior to his/her leaving the Residence. This notice should include the date of departure and the date of return to the Residence.
8. Residents must participate in fire drills at least once in each calendar quarter and must participate in a total evacuation of the building at least once per year.

ATTACHMENT J

RESIDENT RIGHTS

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, providing additional services to a resident shall not be considered a fee increase pursuant to this paragraph; and
- Q. Every Resident of any 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, but a conspicuous posting in the residents, 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 K

**OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND
RECOMMENDATIONS**

If you have a concern **or** a complaint, please bring it to management's attention in a private manner. The Executive Director/Administrator, Resident Services Director, Memory Care Director, or Business Office Director will be happy to meet with you at a convenient time to discuss any questions or concerns.

If you wish to express your concern in writing, there is a suggestion box, or you can fill out a "We're Here to Help" form available at the front desk. The Executive Director will respond in writing within seven days.

Anonymous submission responses to grievance will be posted on bulletin board in the Assisted Living Culture Center.

Grievances may be taken to any organized resident council.

If we fail to resolve your concern to your satisfaction, you have the right to contact the management company's president or an outside agency, such as the ombudsman. A resource list is posted on the bulletin board and is also included in your Resident Handbook.

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.

The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsman to advocate for the resident.

The NYSLTCOP web site is www.ltcombudsman.ny.gov. The local NYSLTCOP phone number is 315-272-1872.

ATTACHMENT L

SPECIAL NEEDS ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement made between CSL Heritage AL, Inc., (the “Operator”), (the “Resident” or “You”), _____, and as applicable (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 included in the Residency Agreement between the parties.

1. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at the Heritage at The Plains at Parish Homestead, 163 Heritage Circle, Oneonta, NY 13820.

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

2. Specialized Programs, Staff Qualifications and Environmental Modifications
Attachment M includes is a written description of:

- Specialized services to be provided in the Special Needs Residence;
- Staffing levels;
- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs;
- Any environmental modifications that have been made to protect the health, safety, and welfare of Residents.

ADDENDUM AGREEMENT AUTHORIZATION We, the undersigned, have read this Addendum Agreement, have received a duplicate copy thereof, and agree to abide to 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 (of Operator’s Representative)

ATTACHMENT M
MEMORY CARE SERVICES

The Heritage at The Plains at Parish Homestead agrees to provide the following memory care services to the Resident, in addition to those listed in the Residency Agreement and all are included in the monthly rate:

- Secured entrances, exits, and windows, wander-protection design elements & appliance safety features, such as alarmed doors
- Care plans shall include, when necessary, identifying precipitating factors to avoid disruptive and aggressive behaviors and also to include interventions to promote the resident's highest functioning level.
- Escort to, reminders for and supervision at specialized activities
- Three meals per day, as well as snacks, planned and available as needed; prompting and assistance during meals included
- Assistance with bathing, as needed
- Assistance with dressing and undressing, including clothing selection
- Assistance with, and verbal cueing for, personal grooming tasks
- Assistance with prescribed nutritional supplements
- Housekeeping services daily as needed
- Linen and personal laundry services, as needed
- Maintenance of apartment, and any minor maintenance services or repairs, as needed
- Incontinence care and assistance, as needed
- Medication management, including ordering, assistance and cueing in taking medications
- Scheduling of MD appointments
- Supervision of mobility. Note: Residents must be independent with transfer and ambulation at the SNALR level of care.
- Resident and Family Council meetings.
- The entire Community is equipped with a sprinkler system throughout.
- The Community has emergency call bells in all resident rooms and bathrooms.
- The Community has smoke corridors and a supervised smoke detection systems for Resident safety.
- The Community has secured outdoor recreational areas are available for Residents to safely enjoy the outdoors

Specialized Staff Education and Training includes but is not limited to:

This training addresses the characteristics of the residents receiving SNALR level of care including behavioral symptoms, and mental and emotional changes; and methods for meeting residents' needs on an individual basis.

On-going in-service training with the Alzheimer's Association

Relias training on "Wandering and Elopement Essentials, Protecting Resident

Rights, and Abuse and Neglect”

In-Service training for special activities designed for the residents with dementia.

Staffing Levels below are minimal based on occupancy:

2 resident care aides days and the Memory Care Coordinator (LPN)

2 resident care aides evenings, one being an LPN

2 resident care aides overnight with 24-hour access to LPN

With 24-hour nurse available, resident care aides can call 7 days a week, 365 days a year to ask health questions and address concerns such as resident symptoms, medications, side effects, presentation of a resident's change in condition, and assist in decision to send to hospital for emergency treatment.

ATTACHMENT N

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ATTACHMENT P

RESPONSIBLE PARTY AGREEMENT

In consideration of the Community's agreement to allow the Resident and, if applicable, Second Resident, to reside at the Community, the undersigned Responsible Party (also known in some states as a Responsible Person or Sponsor) hereby understands and agrees as follows:

- A. The Community prefers that the Resident appoint a Power of Attorney to serve as Responsible Party to handle Resident's funds, execute Resident's documents, and participate in the care decisions relating to the Resident. However, by signing the Residency Agreement and by signing this Responsible Party Agreement, Responsible Party agrees that he/she has been authorized by the Resident, or designated by law, to enter into and bind the Resident to the Residency Agreement and its Attachments.
 - 1. Responsible Party acknowledges and agrees that he/she is executing the Residency Agreement and Responsible Party Agreement in his/her representative capacity for the Resident.
 - 2. The Responsible Party agrees that a contract is being formed between the Community and the Responsible Party and the direct benefit of the contract is the care and services the Resident will receive under the contract.
 - 3. The Responsible Party understands that the Community is relying on his/her representations that he/she has the legal authority to enter into contracts on the Resident's behalf.
- B. Responsible Party *may* also be the Resident's Power of Attorney, Guarantor, Guardian, Trustee, or Conservator.
- C. Responsible Party represents that he/she has control and/or access to the Resident's funds and/or assets, including personal possessions of the Resident, and is willing to pay Resident's financial obligations under the terms of this Agreement using Resident's funds and/or assets. Responsible Party agrees to provide an accounting of Resident's funds and/or assets upon request by the Community to include documentation to verify Resident's financial status and accounts.
- D. Responsible Party acknowledges and agrees that all of the information, including, without limitation, any financial information submitted by the Resident or Responsible Party to the Community is true and accurate as of the date of this Agreement.
- E. Responsible Party agrees to utilize Resident's funds and assets to replace any and all furnishings or personal property of the Community, other residents, or

- F. Community employees that is damaged, beyond reasonable wear and tear, by the Resident or Resident's Guests.
- G. Failure to pay financial obligations incurred by or on behalf of the Resident from the Resident's funds or assets shall cause the Community to begin the process to terminate the Residence and Services Agreement. If the Community has a reasonable belief that the failure to appropriately use Resident's funds and assets for Resident's services at the Community may constitute abuse and/or financial exploitation of the Resident in violation of state law, the Community shall report such belief to the state and law enforcement agencies, and such may result in criminal liability against the Responsible Party. The Community is not responsible for the improper use of the Resident's funds by the Responsible Party or others or for abandoned property and shall dispose of same as described in **Section IV** above.
- H. In consideration of the representations in this Agreement by Responsible Party, the Responsible Party understands and acknowledges that the Community will seek to enforce, without exception, the terms and conditions of the Residency Agreement and its Attachments in full and reasonable reliance on the representations by the Responsible Party. Accordingly, Responsible Party hereby agrees to indemnify and hold harmless the Community and its Agents for any of their enforcement costs, including, without limitation, their reasonable attorneys' fees and costs, arising out of or relating to a dispute wherein the Resident, Responsible Party, or any other beneficiary, successor, or assign of the Residency Agreement, challenges or opposes the authority of the Responsible Party to bind the Resident to each and every term and condition of the Residency Agreement and its Attachments.

The undersigned understands and acknowledges that the Community is relying upon the above warranties, representations, and agreements in accepting the Resident for admission into the Community and that if the above warranties and representations are not true, or if the above agreements are not complied with, then the Community will have detrimentally relied upon them and the Community will suffer financial harm and loss.

Responsible Party

Date

* * *

ATTACHMENT Q
CHANGE IN ADDITIONAL & TIERED SERVICE FEE ADDENDUM

The purpose of this Addendum is to amend the Residency Agreement dated _____ between _____ (Resident's Name) and the Operator, commonly known as the Heritage as the Plains Homestead (the "Agreement"). Per the Agreement any increase in the Additional or Tiered Service Fees will be effective upon the agreement of all parties.

The terms of the Agreement remain in effect, with the following Amendments:

Effective Date: _____ Current Unit #: _____
New Unit #: _____ (if Transfer)

New Monthly Fees:

Tier I (Basic Rate)	\$ _____
Tier II	\$ _____
Tier III	\$ _____
Cable TV	\$ _____
Pet Fee	\$ _____

New Total Monthly Rate: \$ _____

Changes in Other Additional Fees:

(Changes to the Fee amount(s) for nonrecurring as needed Additional Fees listed on **Attachment E**. Do not list new types of fees here.)

(Fee)	(New Amount)
_____	\$ _____
_____	\$ _____
_____	\$ _____

ATTACHMENT R

GUARANTOR OF PAYMENT OF PUBLIC FUNDS

Guarantor of Payment of Public Funds (Optional)

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to 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.

Dated: _____
(Printed Name of Guarantor) (Signature of Guarantor)

**PERSONAL GUARANTEE OF PAYMENT OF YOUR PRIVATE FUNDS
(OPTIONAL GUARANTEE PAYMENT AGREEMENT)**

A third party that enters into Guarantee Payment Agreement is known as a guarantor. The Community does not require guarantor, as a condition of admission, expedited admission, or continued residency unless the Resident does not have the financial resources to continue living in the Community or for other reasons as determined by the Community.

In addition, a Guarantor must execute this Guarantor Agreement if he or she desires to pay for the Resident's fees without regard to the financial resources of the Resident. By signing this Guarantee Payment Agreement, the Guarantor(s) signing below is/are jointly and severally liable for the Resident's financial obligations to the Community and agrees to the following:

1. The Guarantor(s) agree to guarantee the payment responsibilities for the Resident named _____. This Resident's Residency Agreement is attached to this Guarantor Agreement.
2. The Guarantor(s) may not terminate the obligations hereunder without providing at least sixty (60) days written notice of his or her intent to terminate this Guarantor Agreement. During the sixty (60) day period prior to this Guarantor Agreement terminating, the Guarantor will cooperate with the Community, the Resident, and any other Responsible Party, as well as any state regulatory agency in assisting the Resident in finding a new residence if the Resident does not have the financial resources to continue living in the Community once this Guarantor Agreement terminates or no other payment source is available that would allow the Resident to continue living in the Community. If this action is taken, the action shall comply with the termination requirements of the Residency Agreement.
3. The Guarantor(s) will pay all monies due to the Community for the financial obligations incurred by the Resident for the time period beginning at the time of the execution of this Guarantor Agreement and ending on the date of terminating the Guarantee or the Death of the Resident. Guarantor shall remain liable for all monies due to the Community at the time of the death of the Resident, including any damages sustained to the apartment or other items as identified in the Residency Agreement. This Guarantor Agreement shall survive the termination of the Residency Agreement and shall be in effect until the total amount of all monies due to the Community are paid in full.
4. The Guarantor understands that if the Resident does not have the financial resources to pay their financial obligations to the Community after the Guarantor(s) terminates this Guarantor Agreement, the Community shall immediately issue a termination of the Residency Agreement to the Resident.

E UNDERSIGNED ACKNOWLEDGE AND CONFIRM THAT EACH OF THEM HAS: (1) READ AND UNDERSTOOD THIS GUARANTOR AGREEMENT AND THAT EACH OF THEM VOLUNTARILY CONSENTS TO ALL OF ITS TERMS; AND (2) READ AND RECEIVED A COPY OF THE RESIDENCE AND SERVICE AGREEMENT, INCLUDING ALL ATTACHMENTS, ADDENDA, AND AMENDMENTS THERETO, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE RESIDENCE AND SERVICE AGREEMENT AS TO THE PROVISIONS RELATING TO THE PAYMENT OF FEES, AND TERMINATION OF SERVICES. THIS GUARANTOR AGREEMENT SHALL SURVIVE THE TERMINATION OF THE GUARANTEE AND THE RESIDENCE AND SERVICE AGREEMENT.

_____ personally, guarantees payment of charges for Your Basic Rate.

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

Dated: _____
(Printed Name of Guarantor) (Signature of Guarantor)

Dated: _____
(Printed Name of Community Representative) (Signature of Community Representative)

ATTACHMENT S

(IF APPLICABLE)

PET POLICY

NOTE: This pet policy does not apply to service animals. Although we still request you complete the Resident Pet Health Statement below. You will be subject to the Community's service animal guidelines.

As You are aware, Your Agreement prohibits the keeping of pets without the written permission of the Community. Community grants You permission to keep the pet subject to the following terms and conditions:

1. Pet type/size must receive Executive Director approval. Dogs cannot be over 25 pounds. Cats must be confined to Your Unit. Birds and fish are acceptable pets. Only one pet is permitted in Your Unit.
2. All cats and dogs must have current vaccinations as recommended by Your veterinarian and any other requirements required by applicable law. You must show proof of current vaccinations and annually submit the Resident Pet Health Statement. You must provide any additional information requested by the Community about Your pet's health status.
3. The pet may not cause any discomfort, annoyance, nuisance, or in any way inconvenience or cause a complaint from any other resident, employee, or any other person. You hereby covenant that, upon receipt of notice from the Community of a complaint, you will act immediately to remedy the cause of the complaint to the Community's satisfaction. The Community may revoke the permission granted by this Attachment S if the complaint is not resolved to the Community's satisfaction in the Community's sole discretion.
4. The pet will not be permitted to freely traverse any areas of the Community in any way, or to commit any damage or nuisance in any part of the Unit or elsewhere in the Community. You agree to be financially responsible for any and all damage, loss, and expense arising out of keeping Your pet on the premises including the cost of any flea problem.
5. You further agree that the pet will not be permitted outside Your Unit unless restrained by a leash. Also, You agree to clean up after Your pet, promptly, in all areas the Community and Your unit. You agree that caring for and cleaning up after Your pet is Your responsibility. You understand and agree that Our staff are not available to assist You with Your pet.

6. To compensate the Community for damage and additional wear and tear that may be caused by Your pet, You agree to pay the non-refundable initial pet fee if requested by Community, as allowed by law. This fee is inapplicable to service animals. For failure or breach of any of the terms and conditions set forth above, the Community reserves the right to revoke permission to keep the pet on the premises and to terminate the Agreement and to hold You responsible for the remainder of the unexpired term of the Agreement.
7. If collected, the pet Cleaning/Security Fee is NOT refundable at any time.

Resident/Resident Representative

Date

* * *

ATTACHMENT T

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

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INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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

WHO OPERATES ALRs?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comparison of Types of ALRs

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

HOW TO CHOOSE AN ALR

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

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

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

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

Location: Is the residence close to family and friends?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

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

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

APPLYING TO AN ALR

The following are part of entering an ALR:

An Assessment: Medical, Functional and Mental: A current physical examination that includes a medical, functional and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required form.

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

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

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

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

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

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

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

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

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

LICENSING AND OVERSIGHT

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

INFORMATION AND COMPLAINTS

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

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**

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XIX. SIGNATURE PAGE

RESIDENCE AND SERVICE AGREEMENT SIGNATURE PAGE

The undersigned each acknowledge that he/she has received the Residency Agreement and all Attachments (i.e., **Attachments A through T**) and each understands and voluntarily agrees to all the terms contained herein.

Resident Signature: _____

Print Name: _____ Date: _____, 20__

Resident's Responsible Party Signature*: _____
(if applicable) [**Responsible Party must also sign **Attachment P** (Responsible Party Agreement.)*]

Print Name: _____ Date: _____, 20__

Responsible Party Address:

Responsible Party Telephone: _____

Status of Responsible Party (check one):

- ☐ Guardian/Conservator ☐ Spouse
☐ Power of Attorney/Health Care Agent ☐ Other
☐ Guarantor (if Guarantor, must sign Attachment P)

Authorized Agent of the Community: _____

Title: _____ Date: _____, 20__