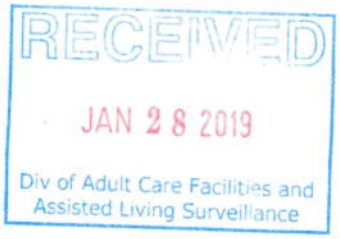
Assisted Living Residence

MODEL RESIDENCY AGREEMENT



390 Church – ALR/AH/EALR/SNALR
Revised: 7-27-17 DOH Approved - #13091399v7
Revised: Jan 2019 Add'l EALR Bed Certification - #13981399v8

MODEL RESIDENCY AGREEMENT
TABLE OF CONTENTS

TABLE OF EXHIBITS

ADDENDA
(following Exhibits)

RESIDENCY AGREEMENT

A. **This agreement** is made between Church Aid of the Protestant Episcopal Church in the Town of Saratoga Springs d/b/a Home of the Good Shepherd (the "Operator"),

_____ (the "Resident" or "You"),

_____ (the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 390 Church Street, Saratoga Springs, New York 12866, as an Assisted Living Residence ("The Residence") known as Home of the Good Shepherd and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence.

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

AGREEMENTS

I. Housing Accommodations and Services.

Beginning on_____, _____, (*Insert beginning date of residency*) the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Unit.** You may occupy and use a private ( ) or semi-private ( ) unit identified on Exhibit I.A.1., subject to the terms of this Agreement.
2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, living rooms, activities rooms, TV rooms, sunrooms and other rooms designated as common areas of the Residence.
3. **Furnishings/Appliances Provided By The Operator**

   Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your unit.
4. **Furnishings/Appliances Provided by You**

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

B. Basic Services

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

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and one (1) snack per day are included in Your Basic Rate. A modified diet (Low Concentrated Sweets, No Added Salt, Mech Soft, Purée, Gluten Free) will be available to You if ordered by Your physician and included in Your Individualized Service Plan.
2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
3. **Housekeeping.**
4. **Linen Service.** (towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition)
5. **Laundry of Your personal Washable clothing.**
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services

will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. **Personal Care.** Include some assistance with bathing, grooming, dressing, toileting, [ambulation *(if applicable)*, transferring *(if applicable)*,] feeding, medication acquisition, storage and disposal, assistance with self-administration of medication.

9. **Development of Individualized Service Plan.** (including ongoing review and revision as necessary) An Individualized Service Plan will be developed and reviewed/revised every six months or whenever there is a change in health status.

C. **Additional Services.**

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

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

II. Disclosure Statement

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

III. Fees

A. Basic Rate.

Flat Fee Arrangements

☐ The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident (*or other specified party*) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement (*the "Basic Rate").* The Basic Rate as of the date of this Agreement is ($_____ per month)($_____ per day).

☐ Where appropriate, the Resident, Resident's Representative and Resident's Legal Representative agree that the Resident (*or other specified party*) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Tiered Services described in Exhibit III.C. of this Agreement (*the "Tiered Rate")* in addition to the Basic Rate. The Tiered Rate as of the date of this Agreement is ($_____ per month and $_____ per day) or $_____ for the Basic Rate plus the Tiered Rate.

B. Supplemental or Additional Fees

1. A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate.
2. A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (*See section III.E).*
3. Any charges by the Operator, whether a part of the Basic Rate, Supplemental, or Additional fees, shall be made only for services and supplies that are actually supplied to the Resident. See Exhibit III.B. for more information.

C. Rate or Fee Schedule.

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

D. Billing and Payment Terms (Include any specific billing and payment requirements, including late fees, if any.)

1. Payment is due by the first of each month and shall be delivered to the facility's administrator or representative.
2. In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for the services provided for in this Agreement or additional services or care needed by the Resident, the facility shall be entitled to follow the provisions regarding termination of the agreement set forth in Section XIII.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

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

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is $_____ per day. (The total of the daily rate for a one-month period may not exceed the established monthly rate.) The length of time the space will be reserved is 30 days. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to

terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

1. Upon termination of this Agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made.
2. If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.
3. If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of Your estate.

V. Transfer of Funds or Property to Operator

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

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

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

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

1. 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.
2. You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.
3. 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 _____

4. 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

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care, Special Needs Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate and/or Special Needs Assisted Living Certificate, has an appropriate unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit or Special Needs Assisted Living unit, as appropriate.
7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically required the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence (if applicable)

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

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

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

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

B. The Resident's Representative shall be responsible for the following:

_____

_____

_____

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

_____

_____

_____

XIII. Termination and Discharge

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

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

B. The grounds upon which involuntary termination may occur are:

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

2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
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.

C. If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which

must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health.

D. 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.

E. 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.

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

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

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

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

A. The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

B. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

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

XVII. Miscellaneous Provisions

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

available for inspection by the New York State Department of Health upon request at any time.

4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

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

Dated: _____ _____
(Signature of Resident)

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

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

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

(Optional) **Personal Guarantee of Payment**

_____ 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:

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

(Optional) **Guarantor of Payment of Public Funds**

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

_____ _____

(Date) (Guarantor's Signature)

_____

Guarantor's Name (Print)

EXHIBIT I.A.1.

IDENTIFICATION OF UNIT

Memory Care

- ☐ Studio – 296 square feet
- ☐ Suite– 410 square feet
- ☐ Courtyard Room – 473 square feet

Memory Care with Enhanced Care

- ☐ Studio – 296 square feet
- ☐ Suite– 410 square feet
- ☐ Courtyard Room – 473 square feet

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Bed, mattress, pillow, linens (two sheets, pillowcase, blanket, bedspread, towels, and washcloths), dresser, table, closet space, nightstand, lamp and shade, chair, soap, toilet tissue, lockable storage unit, window coverings, and window screens.

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are available as set forth below either from the Operator at no additional charge or at the charge set forth below, or from third parties outside of the Operator for fees established by the third party. The Operator does not bill for the below services.

Item	Additional Charge	Provided By
Dry Cleaning	Resident pays dry cleaner directly.	Dry cleaner of Resident's choice.
Professional Hair Grooming	Hairdressers come to facility and charge Resident directly.	Various hairdressers.
Personal Toilet Articles	Available from local stores and paid directly by the Resident.	Local stores of the Resident's choice.
Commissary Goods	Same as above.	Same as above.
Medical Transportation	Operator provides at no additional cost. Except for transportation to Dialysis 3 times per week.	Operator.
Cultural/Activities Transportation	Operator provides at no additional cost.	Operator.
Long Distance Telephone Service	Resident contracts for directly.	Provider of Resident's choice.
Local Phone Service	Same as above.	Same as above.
Air Conditioning (if available)	Operator provides at no additional cost.	Operator.
Cable T.V. (if available)	Resident contracts for directly.	Time Warner Cable.
Home Care Services Not Within Operator's Scope of Licensure	Resident contracts for directly.	Certified Home Health Agency selected by Resident.

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Where the Operator cannot provide required or desired home care services under its licensure, the Resident may choose any licensed provider of home care services that serves the area and shall be charged directly by the chosen provider according to the fee schedule of the chosen provider. The following providers have worked with the Operator in the past:

- Seton Home Health Care – Certified Home Health Agency; and
- VNA of Albany – Certified Home Health Agency.

EXHIBIT II

DISCLOSURE STATEMENT

Church Aid of the Protestant Episcopal Church in the Town of Saratoga Springs d/b/a Home of the Good Shepherd ("The Operator") as operator of Home of the Good Shepherd Saratoga ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate at 390 Church Street, Saratoga Springs, New York 12866, as an Assisted Living Residence as well as an Adult Home. The Operator is also certified to operate at this location an Enhanced and Special Needs Assisted Living Residence. These additional certifications 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 Enhanced and/or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

   The Operator is currently approved to provide:

   a. Enhanced Assisted Living services for up to 42 Persons.

   b. Special Needs Assisted Living services for up to 42 Persons.

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

- Those who are chronically chairfast and unable to transfer or those that require the physical assistance of another to transfer;
- Those who chronically require the physical assistance of another person to walk;
- Those who chronically require the physical assistance of another person to climb or descend stairs;
- Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
- Have chronic unmanaged urinary or bowel incontinence.

Below is a list of the needs/conditions that The Operator is able to serve and accommodate under its Special Needs Assisted Living Certification:

- Dementia/Memory Care.

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

It is important to note that The Operator is currently approved to accommodate within The Enhanced and Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced or Special Needs Assisted Living program/unit. If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other

appropriate living arrangements in accordance with New York State's regulatory requirements.

If you become eligible for and choose to receive services in the Enhanced and/or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your unit within the Residence.

3. The owner of the real property upon which the Residence is located is the Operator, Church Aid of the Protestant Episcopal Church in the Town of Saratoga Springs d/b/a Home of the Good Shepherd. The mailing address of such real property owner is 390 Church Street, Saratoga Springs, New York 12866. The following individual is authorized to accept personal service on behalf of the real property owner: Denise Cote, Home of the Good Shepherd, 390 Church Street, Saratoga Springs, New York 12866.

4. The Operator of the Residence is Church Aid of the Protestant Episcopal Church in the Town of Saratoga Springs d/b/a Home of the Good Shepherd. The mailing address of the Operator is 390 Church Street, Saratoga Springs, New York 12866. The following individual is authorized to accept personal service on behalf of the Operator: Denise Cote, Home of the Good Shepherd, 390 Church Street, Saratoga Springs, New York 12866.

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence.

N/A

6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator.

   N/A

7. All residents shall have the right to receive services from any provider, regardless of whether the Operator of this residence has an arrangement with the provider.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. All residents should be aware that public funds for the payment of residential, supportive or home health services are available for eligible individuals. Residents should also be aware that the facility does not accept public funds payments as payment in full. Therefore, if the facility rate exceeds the amount of public funds available to the resident, and the resident is unable to pay (in full) the balance of the facility's basic daily rate, the facility will assist the resident in securing placement at another facility, pursuant to applicable law and regulation.
10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or regarding Home Care Services is 1-800-628-5972.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. 1-518-372-5667 (Saratoga County) is the Local LTCOP telephone number. The NYSLTCOP web site is ltcombudsman.ny.gov.

Exhibit –D-1

to Exhibit II – Disclosure Statement

Commissioner of Health Consumer Information Guide

(See Attached)

EXHIBIT III.B.

SUPPLEMENTAL OR ADDITIONAL FEES

None.

EXHIBIT III.C

RATE AND FEE SCHEDULE

Special Needs Assisted Living Basic Rates

Studio – 296 sq ft – $6,250/month

Suite – 410 sq ft – $6,400/month

Courtyard Room – 473 sq ft – $6,600/month

Upon admission, the Administrator and Case Manager will consult with Your primary physician to determine whether, given your care needs, you meet the following criteria:

- Receiving dialysis treatments, transportation to and from dialysis treatment three (3) times a week, diet and weight (basic rate + $450 per month); and

- Insulin dependent, requiring the provision of insulin injections and diabetic monitoring, including nursing assistance, as required, to the resident in the use of a glucometer, logging results, follow-up tests if outside of physician parameters and physician follow-up both as required and at least weekly, filling syringes or assisting with the dose for those residents who use pens for injection, providing injections as needed (basic rate + $450 per month).

- Daily Blood Pressure – An LPN provision of daily blood pressure checks, logging notifying physicians, follow up-up (basic rate + $450)

Enhanced Tier I – SNALR Rate + $250

- Assistance with any of the following: Administering of eye drops and/or application of medical creams.

Enhanced Tier II - $7,200

- Assistance with any of the following: Injections, vitals, oxygen care, nebulizer treatment, assistance with toileting, including a toileting schedule.

Enhanced Tier III - $7,850

- Includes any service(s) from Tier I and/or Tier II, foley/catheter care and one person (certified staff) assist with or without a gait belt for ambulation or transfers

Enhanced Tier IV - $8,500

- Includes any services from Tier I, II and/or III and a 2 person assist (certified staff) assist with or without a gait belt for transfers or ambulation

Enhanced Tier V - $10,500

- Includes any services from Tier I, II, III, or IV and assistance with feeding.

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

EXHIBIT XI.

RULES OF THE RESIDENCE

The purpose of the Home of the Good Shepherd is to create a relaxed and cheerful environment where courtesy and mutual regard for each other will contribute to the comfort of residents and staff.

The policies and regulations for governing the Home are for the safety and comfort of the residents.

Many of the regulations for governing the Home are for the safety and comfort of the residents.

Many of the regulations set forth are based on the NYS Social Services law and/or regulations promulgated by the New York State Department of Health.

1. In regard to safety and health, we maintain a nonsmoking facility for our residents.

2. The use of cooking or heating devises is prohibited in the Resident's rooms. This includes space heaters, coffeepots, and hot plates.

3. Candles and lead cords are not permitted in Resident's rooms.

4. We are responsible for medication supervision for those residents who do not self-administer their own medications. We ask that residents do not order their own medications without a staff member's knowledge, as we must have a doctor's order for all medications that our residents receive. For those residents who may self-administer medications (per MD) it is required that a written order from the doctor be obtained for all medications you are taking and that you notify staff of any changes.

5. The schedule of meals is as follows:

   8:00 a.m. - Breakfast
   12:00 p.m. - Dinner
   5:00 p.m. - Supper

   The dining room opens ten minutes before each meal. All residents must come to the dining room for meals. The only exception to this is for short-term illness.

   Evening and afternoon snacks are offered and provided by the staff. We ask that residents do not go in the kitchen for snacks without a staff member due to safety reasons.

6. All residents must be dressed for meals, including stockings and/or socks and shoes.

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE;

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

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

EXHIBIT XVI

OPERATOR PROCEDURES:
RESIDENT GRIEVANCES AND RECOMMENDATIONS

Attached

HOME OF THE GOOD SHEPHERD
GRIEVANCE POLICY AND PROCEDURE

A copy of the Grievance Policy is given to each resident upon admission to the Home.

A suggestion box is prominently labeled and placed in the activities room for any Grievance or Recommendation the residents may have. The box is checked a minimum of three times a week.

Grievances and Recommendations will be made to the Administrator, who will maintain an open door policy to encourage residents to directly voice their grievances or recommendations.

To submit a grievance/recommendation in the suggestion box, residents may fill out the form provided for this use. The forms are located adjacent to the suggestion box.

Upon receiving the Grievance/Recommendation, the administrator will evaluate and initiate the action needed for resolution within one week of receiving the Grievance. The grievance form will be returned to the resident along with an explanation of the resolution, signature of administrator, and date. This will ensure that the resident is informed of the resolution. In the event that a Grievance/Recommendation cannot be resolved or initiated, the resident will be advised and an explanation will be forwarded to resident as aforementioned. In every event, the facility will respond within 21 days.

For those residents wishing to remain anonymous, treatment of grievance or recommendations, will be done confidentially.

The procedure for this will be the same as for submitting grievances in the suggestion box, with the exception of the resident signing her name on the form.

These grievances will be addressed at the next scheduled Resident Council meeting and will be noted in the Resident Council Minutes.

GRIEVANCE/RECOMMENDATION FORM

DATE: _____ **RECEIVED BY:**_____

Grievance/Recommendation submitted by _____
(if you wish to remain anonymous, do not sign your name)

Grievance/Recommendation:

_____

_____

_____

_____

_____

Discussion/evaluation of above held on _____

Between _____ **and** _____

☐ **Explanation of Resolution/Action initiated:**

☐ **No Resolution/Action able to be taken. Resident informed of Rights Fact Sheet on Ombudsman attached.**

Explanation:

_____ _____
Administrator's Signature **Date**

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Church Aid of the Protestant Episcopal Church in the Town of Saratoga Springs d/b/a Home of the Good Shepherd (the "Operator"), _____, (the "Resident or You"), _____ (the "Resident's Representative"), and _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

1. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Home of the Good Shepherd Saratoga located at 390 Church Street, Saratoga Springs, New York 12866.

II. Physician Report

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

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

III. Request for and Acceptance of Admission

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

IV. Specialized Programs Staff Qualifications and Environmental Modifications

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

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

V. Aging in Place

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

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

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

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

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

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

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

VII. Addendum Agreement Authorization

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

Dated:_____ _____

(Signature of Resident)

Dated:_____ _____

(Signature of Resident's Representative)

Dated:_____ _____

(Signature of Resident's Legal Representative)

Dated:_____ _____

(Signature of Operator or Operator's Representative)

EALR # 1

Services

The Home of the Good Shepherd provides a range of settings designed to emphasize personal dignity, individual autonomy, independence, privacy and freedom of choice as Residents' age in place. This includes meeting the Residents' social, spiritual, cultural and medical needs via their physician. All services provided in the Assisted Living Residence will also be provided in the enhanced unit, including, but not limited to, redirection and cueing for activities of daily living; and assistance with bathing, grooming, and dressing, if needed.

In addition to all of the assisted living services included in the basic ALR rate, our enhanced assisted living residence rooms offer a higher level of care that may become necessary for some Residents, as they age in place, who:

- Become chronically chair fast and unable to transfer or require the physical assistance of another person or persons to transfer;
- Chronically require the physical assistance of another person or persons in order to walk;
- Chronically require the physical assistance of another person or persons to climb or descend stairs;
- Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
- Have chronic unmanaged urinary or bowel incontinence.

We also have available and have trained staff on the use of a lift if needed to assist in the standing of our Enhanced residents. We will provide the following nursing services as ordered by a physician: eye drops, ear drops, injections, indwelling Foley catheter care, condom catheter care, colostomy care, suprapubic catheter care, nephrostomy tube care, PRN medication administration, the taking of vitals such as temperature and blood pressure, finger stick testing of blood sugar levels, nebulizer treatments, oxygen care/nasal cannula, care related to those using an oxygen cylinder and concentrator, applications of medicated creams and ointments, dry to dry dressing changes, assistance with feeding by licensed staff, skilled observations which need to be reported to a physician. We will also provide physical assistance to enable persons to transfer, walk and climb or descend stairs (including a two-person assist). We will also provide turning and positioning for end of life care and intermittently as ordered by an outside agency/provider. In addition, we will provide care to residents with chronic unmanaged urinary or bowel incontinence. All of the services above are provided under our enhanced license and included in our enhanced tier III rate.

If additional nursing services are needed, a consultation with the Administrator, Case Manager, Resident's Physician, Resident and Resident's authorized family members will be

held to determine if said services can be provided and the cost of such services. If any needed services are obtained through an outside home care agency, the rates for such services will be determined by the outside agency and paid for by the Resident. If the Resident requires transfer to another facility, Home of the Good Shepherd will assist the Resident in transferring to a facility providing the appropriate level of care.

Home of the Good Shepherd is a state-of-the-art assisted living residence renovated in 2017. It was designed with the needs of its residents in mind.

Staffing

The Home of the Good Shepherd provides sufficient numbers of qualified staff to provide for resident needs and to safely evacuate residents in case of emergency, in accordance with: the resident's medical evaluation and Individualized Service Plan; applicable professional standards of practice; and the requirements of law.

Our Case Manager, a registered nurse, coordinates any skilled nursing or medical care required for the resident in conjunction with their physician. Our care staff supervisors are licensed practical nurses and oversee resident needs twenty-four hours a day. HHA provide personal care and assistance twenty-four hours a day.

Supervision appropriate based on census and resident needs and in no event less than the minimum required by law and regulation.

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

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

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

I. 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 Home of the Good Shepherd located at 390 Church Street, Saratoga Springs, New York 12866.

II. Request for and Acceptance of Admission

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

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as **Exhibit S.N.# 1** and made a part of this Agreement 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.

IV. Addendum Agreement Authorization.

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

Dated: _____ _____

(Signature of Resident)

Dated: _____ _____

(Signature of Resident's Representative)

Dated: _____ _____

(Signature of Resident's Legal Representative)

Dated: _____ _____

(Signature of Operator or Operator's Representative)

Exhibit S.N. # 1

Services

The Home of the Good Shepherd provides a range of settings designed to emphasize personal dignity, individual autonomy, independence, privacy and freedom of choice as Residents age in place. This includes meeting the Residents' social, spiritual, cultural and medical needs via their physician. All services provided in the Assisted Living Residence will also be provided in the special needs unit, including, but not limited to, redirection and cueing for activities of daily living; and assistance with bathing, grooming, and dressing, if needed.

In addition to all of the assisted living services included in the basic ALR rate, our Special Needs Assisted Living Residence rooms offer specialized dementia care including identification of interventions for behavioral issues, especially for residents who, without such interventions, would be inappropriate for admission/retention because of the symptoms caused by dementia. These services include flexibility with meal time, offering of foods at meal time which maximize the resident's independence, a special activities schedule prepared to serve residents with these special needs, the opportunity for residents to go outdoors in a safe environment, a family council in addition to the resident council, staff specifically trained to work with outside agencies/providers providing services for residents with these special needs, and linkage with the Northeast Alzheimer's Association, which provides training for staff in our special needs unit and can provide family counseling as desired.

Our Activities staff is specially trained in meeting the needs of Alzheimer's/dementia residents, providing frequent individual and group activities geared toward individuals with dementia which are meaningful to the resident.

We will provide the following nursing services as ordered by a physician: assistance with administration eye drop, injections, PRN medication administration assistance with the taking of vitals such as temperature and blood pressure, assistance with finger stick testing of blood sugar levels, assistance with the application of medicated creams and ointments, reporting of changes in a Resident's condition to a physician, as required, and any other services consistent with Home of the Good Shepherd's licensure. All of these services are included in the special needs rate. LPNs are available 24-hours a day, 7 days a week. All of the services above are included in the special needs rate.

If additional nursing services are needed, a consultation with the Administrator, Case Manager, Resident's Physician, Resident and Resident's authorized family members will be held to determine if said services can be provided and the cost of such services. If any needed services are obtained through an outside home care agency, the rates for such services will be determined by the outside agency and paid for by the Resident. If the Resident requires transfer to another facility, Home of the Good Shepherd will assist the Resident in transferring to a facility providing the appropriate level of care.

Staffing

The Home of the Good Shepherd provides sufficient numbers of qualified staff to provide for resident needs and to safely evacuate residents in case of emergency, in accordance with: the resident's medical evaluation and Individualized Service Plan; applicable professional standards of practice; and the requirements of law.

Our Case Manager, a registered nurse, coordinates any skilled nursing or medical care required for the resident in conjunction with their physician. Our care staff supervisors are licensed practical nurses and oversee resident needs twenty-four hours a day. Resident Aides provide personal care and assistance twenty-four hours a day.

Supervision appropriate based on census and resident needs and in no event less than the minimum required by law and regulation.

Our staff is trained in the Dementia/Alzheimer's disease process, including how to meet the needs of the dementia resident in all areas: physical, nutritional, recreational, spiritual, behavioral and safety.

Caring and communicating with the dementia resident and caring for the caregiver are of utmost importance.

Environmental Modifications

Our dementia unit is environmentally designed to protect the health, safety and welfare of Residents, including:

- Self-contained leisure and dining space;
- Doors unlock upon loss of power controlling the lock or lock mechanism or upon signal from a fire command center;
- Operation as a self-contained unit;
- Secure outside space with fencing (no less than 72 inches high) and barriers to prevent elopement and injury;
- All Resident room windows are equipped with window stops;
- Delayed egress lock on doors;
- Emergency lighting at the door; and
- Automatic unlocking of doors upon activation of the automatic sprinkler system or automatic fire detection system.

For further information, please contact the Operator.