



## Department of Health

ANDREW M. CUOMO  
Governor

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

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

March 21, 2017

Jacqueline Weckesser  
Administrator  
Ingersoll Place  
3359 Consaul Road  
Niskayuna, NY 12304

Re: Residency Agreement

Dear Ms. Weckesser:

This office has reviewed the proposed changes to the Residency Agreement for Ingersoll Place.

The proposed changes, submitted on March 8, 2017, meet Department regulations. The Residency Agreement is therefore approved.

If you make further revisions to the agreement, you must first submit the changes to the Regional Office for approval. Please contact this office at 518-408-5287 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patricia Hasan".

Patricia Hasan, Program Manager  
Division of Adult Care Facility  
and Assisted Living Surveillance  
Capital District Regional Office



## RESIDENCY AGREEMENT

# INGERSOLL PLACE

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## **RESIDENCY AGREEMENT**

A. This agreement is made between INGERSOLL PLACE the "Operator",  
\_\_\_\_\_ the "Resident" or "You,"  
\_\_\_\_\_ the "Resident's Representative", if any and  
\_\_\_\_\_ the "Resident's Legal Representative", if any.

### **RECITALS**

The Operator is licensed by the New York State Department of Health to operate at 3359 Consaul Rd., Niskayuna, NY an Assisted Living Residence ("The Residence") known as Ingersoll Place and as an Adult Home.

The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence (SNALR) and an Enhanced Assisted Living Residence (EALR)

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

##### **A. Housing Accommodations and Services**

1. Your Apartment/Room. You may occupy and use a:

- ☐ private apartment  
☐ semi-private apartment

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 all general purpose rooms at the Residence. This includes, dining room, activities room, laundry rooms and lounges .

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 apartment/room.

4. Furnishings/Appliances Provided by You

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

## **B. Basic Services**

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

1. Meals and Snacks. Three nutritionally well-balanced meals per day and two snacks per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in your Individualized Service Plan: Low Concentrated Sweets and a texture modified diet.
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 and a copy is provided to each resident.
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 onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
7. Case Management. The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, 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, transferring, feeding, medication acquisition, storage, disposal and assistance with self-administration of medication.
9. Development of Individualized Service Plan (ISP). An ISP will be developed to address the resident's needs and will be updated every 6 months or when there is a change in health.

### **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 or supplemental fee from the Operator directly or through arrangements with the Operator.

Such exhibit states who would provide such services or amenities, if other than the Operator.

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

## **II. Disclosure Statement**

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

## **III. Fees**

### **A. Basic Rate.**

#### **(1) Flat Fee Arrangements**

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident 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 or \$N/A per day.

#### **(2) Tiered Fee Arrangements – *not applicable***

### **B. Supplemental, Additional or Community, Fees**

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the basic rate. A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (*See section III E*).

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

### **C. Rate or Fee Schedule.**

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

**D. Billing and Payment Terms** Payment is due by the 1st of each month. Should payment not be received by the 10<sup>th</sup> of the month a 1.5% late charge will be added to the outstanding balance. Please inform the Business Office or Administrator if monthly billing statements are desired. All payments should be mailed to Ingersoll at 3359 Consaul Rd., Niskayuna, NY 12304 or dropped off at the front desk. ACH is available as a payment option, please see the Business Office/Finance Office to make arrangements for this service.

*In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for services provided for in this agreement or additional services or care needed by the Resident, discharge procedures may be initiated as outlined in accordance of section XIII of this agreement.*

#### **E. Adjustments to Basic Rate or Additional or Supplemental Fees**

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated 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.
5. A pendant and room key will be issued to each resident upon admission. In the event that an apartment key is lost and needs to be replaced, the Operator will charge a fee of \$5.00 per replacement. The Operator will also charge a fee for lost or missing pendants at the rate of \$120.00 each.

#### **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 equivalent to the monthly rate as outlined in Section IIIA of this agreement and will be prorated by the actual number of days reserved. The maximum length of time a space will be reserved is 30 days. A provision to reserve a residential space does not supercede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

#### **IV. Refund/Return of Resident Monies and Property**

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, the Operator must provide You, Your Representative or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made.

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

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

#### **V. Transfer of Funds or Property to Operator**

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items 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**

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

Representative.

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

You must complete the following:

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

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

I do not receive either SSI or SNA funds ☐

If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence maintained account, then that signatory hereby 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 Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
5. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a 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.

6. If you are being admitted to a Enhanced Assisted Living Residence, The “Enhanced Assisted Living Residence Addendum” will apply.

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 individuals who desire to continue to age in pace 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**

Outlined in Exhibit XI. and made a part of this Agreement are the Rules of the Residence. By signing this agreement, You and Your representatives acknowledge receipt of the Ingersoll Place Resident Handbook as the “Rules of the Residence”.

#### **XII. Responsibilities of Resident, Resident’s Representative and Resident’s Legal Representative**

A. 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 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 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.

### **XIII. Termination and Discharge**

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

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

The grounds upon which involuntary termination may occur are:

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

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of

Your right to object and a list of free legal advocacy resources approved by the State Department of Health.

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

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

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

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

#### **XIV. Transfer**

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

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

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

#### **XV. Resident Rights and Responsibilities**

Attached as Exhibit XV and made a part of this Agreement is a Statement of Resident

Rights and Responsibilities. This Statement will be posted in a readily visible common area in the Residence. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

#### **XVI. Complaint Resolution**

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same. Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

#### **XVII. Miscellaneous Provisions**

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

#### **XVIII. Agreement Authorization**

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

Dated:

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Resident)

Dated:

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Resident's Representative)

Dated:

\_\_\_\_\_  
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 APARTMENT/ROOM

Apartment Number: \_\_\_\_\_

☐ Private    ☐ Semi-Private

☐ ALR    ☐ Special Needs (SNALR)    ☐ Enhanced (EALR)

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**EXHIBIT I.A.3.**

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

- ☐ Single Bed and Mattress
  - ☐ Pillow
  - ☐ Chair
  - ☐ Table
  - ☐ Lamp
  - ☐ Individual Dresser
  - ☐ Lockable storage area
  - ☐ Curtains, shades or blinds
  - ☐ Other: \_\_\_\_\_
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**EXHIBIT I.A.4.**

FURNISHINGS/APPLIANCES PROVIDED BY YOU

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## **EXHIBIT I.C.**

### **ADDITIONAL SERVICES, SUPPLIES OR AMENITIES**

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

| <b><u>Item</u></b>                 | <b><u>Additional Charge</u></b> | <b><u>Provided By</u></b>   |
|------------------------------------|---------------------------------|-----------------------------|
| Dry Cleaning                       | Yes – VENDOR COST               | Resident                    |
| Professional Hair Grooming         | Yes – VENDOR COST               | Operator                    |
| Personal Toiletry Articles         | Yes – VENDOR COST               | Resident                    |
| Commissary Goods                   | Yes – VENDOR COST               | Resident                    |
| Medical Transportation             | No                              | Operator (per availability) |
| Cultural/Activities Transportation | No                              | Operator (per availability) |
| Long Distance Telephone Service    | No                              | Operator                    |
| Replacement Keys                   | Yes - \$5.00 per set            | Operator                    |
| Local Phone Service                | No                              | Operator                    |
| Air Conditioning                   | No                              | Operator                    |
| Cable TV                           | Yes – VENDOR COST               | Resident/Time Warner        |
| Other:                             | n/a                             | n/a                         |

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## **EXHIBIT I.D.**

### **LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

*Not Applicable*

## **EXHIBIT II**

### **DISCLOSURE STATEMENT**

Ingersoll Adult Home, Inc. (“The Operator”) as operator of Ingersoll Place

(“The Residence”), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide (upon development by the Commissioner of Health) is hereby attached as Exhibit XVII of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate 3359 Consaul Rd., Niskayuna, NY an Assisted Living Residence as well as an Adult Home.

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

Special Needs Assisted Living services for up to a maximum of (17) persons.  
Enhanced Assisted Living services for up to a maximum of (8) persons.

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

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

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

3. The owner of the real property upon which the Residence is located is Ingersoll Adult Home, Inc. The mailing address of such real property owner is 3359 Consaul Rd., Niskayuna, NY 12304. The following individual is authorized to accept personal service on behalf of such real property owner: Jacqueline Weckesser, 3359 Consaul Rd., Niskayuna, NY 12304.

4. The Operator of the Residence is Ingersoll Adult Home, Inc. The mailing address of the Operator is 3359 Consaul Rd., Niskayuna, NY 12304. The following individual is authorized to accept personal service on behalf of the Operator: Jacqueline Weckesser, 3359 Consaul Rd., Niskayuna, NY 12304.

5. Ingersoll Place has no ownership interest in excess of 10% (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence.

6. No entity which provides care, material, equipment or other services to residents of The Residence, has ownership interest in excess of 10% in the Operator.
7. All residents and/or their responsible parties must inform Ingersoll Place Administration before contracting services with an outside provider. Residents are only able to receive services from outside providers that comply with state regulations. Residents can receive services from service providers with whom the Operator does not have an arrangement.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Ingersoll Place accepts private funds, insurance plans, Veteran's Aid and Attendance Allowance Benefits and in select cases SSI reimbursement as payment towards the services provided.
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 1-866-893-6772.

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. (518) 372-5667 is the Local LTCOP telephone number, Catholic Charities Senior & Caregiver Support Services, [www.ccseniorservices.org](http://www.ccseniorservices.org) ; the NYSLTCOP web site is [www.ltcombudsman.ny.gov](http://www.ltcombudsman.ny.gov) .

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### **EXHIBIT III.A.2.**

#### TIERED FEE ARRANGEMENTS

*Not Applicable*

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### **EXHIBIT III.B.**

#### SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

*Not Applicable*

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### **EXHIBIT III.C**

#### RATE OR FEE SCHEDULE

Apartment Number: \_\_\_\_\_ ☐ ALR ☐ SNALR ☐ EALR

Monthly Rate: \$ \_\_\_\_\_ per month (or \$N/A per day)\*

EALR Rate: Additional \$1,500 per month

\*Includes all services as outlined in this agreement

**EXHIBIT V.**

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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**EXHIBIT VI.**

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

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**EXHIBIT X.I.**

RULES OF THE RESIDENCE

*Refer to Ingersoll Resident Handbook*

**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; AND

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

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

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

## **EXHIBIT XVI**

## OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

It is the policy of Ingersoll Place to provide all residents with an effective and if desired, confidential process to relay their grievances and/or suggestions at anytime. The following is the procedure to be followed under this policy:

1. Residents who have a grievance and/or suggestion regarding a particular situation and/or dispute should first bring their concern to management and/or the facility administrator. If you wish to express your concern in writing and/or anonymously, you may do so by completing a "We're Here to Help" form which may be obtained at the front desk.
2. In most cases, you should see a resolution to your concern within the next business day but no longer than 21 days. A subsequent meeting between the resident and the Administrator will occur to ensure that the resident's grievance has been addressed sufficiently. In the case on anonymous grievances and/or suggestions, administration will respond directly to the Resident Council.

OK

**ENHANCED ASSISTED LIVING RESIDENCE  
ADDENDUM TO  
RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between Ingersoll Place (the "Operator"),  
\_\_\_\_\_ (the "Resident or You"), and Such

Residency Agreement is dated \_\_\_\_\_.

This addendum adds new sections and amends, if any, only 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. Enhance Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Ingersoll Place, 3359 Consaul Rd. Niskayuna, NY

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:

- a. Services to be provided in the Enhanced Assisted Living Residence;
- b. Staffing Levels;
- c. Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and
- d. 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 the residency, UNLESS each of the following conditions are met:

- a. You hire appropriate nursing, medical or hospice staff to care for you increased needs; AND
- b. Your physician and a home care 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 Health 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

- I. Services to be provided in the Enhanced Assisted Living Residence include but are not limited to:
  - a. 1 person Transfer assistance
  - b. 1 Person assistance with ambulation
  - c. Assistance with oxygen/oxygen equipment
  - d. Assistance with C-Pap or Bibap machines
  - e. Management of incontinence
  - f. PRN Medications
  - g. Nursing Needs including:
    - i. Catheter Care
    - ii. Dressing changes/wound care
- II. Staffing Levels – the minimum staffing levels in the Enhanced Assisted Living Residence are as follows:

Resident Care Director/RN – Full-time Weekdays 8a-4p on call 24-7

- b. DAY SHIFT (7a-3p)
  - i. LPN
  - ii. 1 Home Health Aide (HHA)
- c. EVENING SHIFT (3p-11p)
  - i. LPN
  - ii. 1 Home Health Aide (HHA)
- d. NIGHT SHIFT (11p-7a)
  - i. 1 Home Health Aide (HHA)
  - ii. 1 LPN

- III. Staff Education, Training and Work Experience
  - a. Licensed RN
  - b. Licensed Nurses (LPNs)
  - c. Home Health Aides with active certifications
  - d. 12-month in-service training program for all staff
  - e. 40-hour initial orientation program for all HHAs
  - f. Ingersoll Place is a member in good standing of the Empire State Association for Assisted Living
- IV. Environmental Modifications Made to Protect the Health, Safety and Welfare of persons in the Enhanced Assisted Living Residence:
  - a. NFPA-13 sprinkler system for entire building
  - b. Smoke detectors throughout residence including in each resident room
  - c. Smoke barriers
  - d. Emergency call system

APPROVED

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

This is an addendum to a Residency Agreement made between Ingersoll Place (the "Operator"),  
\_\_\_\_\_ (the "Resident or You"), and Such Residency  
Agreement is dated \_\_\_\_\_.

This addendum adds new sections and amends, if any, only 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 Ingersoll Place located at 3359 Consaul Rd., Niskayuna, NY.

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 SN#1 and made a part of this agreement is a written description of:

- a. Specialized Services to be provided in the Special Needs Assisted Living Residence;
- b. Staffing Levels;
- c. Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons with specific special needs;

- d. Any environmental modifications that have been made to protect the health, safety and welfare or persons in the Residence.

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)

**SN #1**

- I. Specialized services to be provided in the Special Needs Assisted Living Residence include but are not limited to:
  - a. Appropriate Activities programs
  - b. Appropriate and individualized dining program
  - c. Enhanced supervision
- II. Staffing Levels – the staffing levels in the Special Needs Assisted Living Residence are as follows:
  - a. RN – 40 hours per week, on call 24/7
  - b. DAY SHIFT (7a-3p)
    - i. RN(as mentioned above) or LPN
    - ii. 2 Resident Care Aides
  - c. EVENING SHIFT (3p-11p)
    - i. 1 Home Health Aides/Resident Care Aides
    - ii. 1 LPN
  - d. NIGHT SHIFT (11p-7a)
    - i. 1 Home Health Aides/Resident Care Aide
    - ii. 1 LPN
- III. Staff Education, Training and Work Experience
  - a. Registered Nurse
  - b. Licensed Practical Nurse
  - c. Home Health Aides with active certifications
  - d. 12 month extensive in-service training program for all staff
  - e. 40-hour initial orientation program for all resident care staff
  - f. Ingersoll Place is a member in good standing of the Empire State Association for Assisted Living as well as the Alzheimer's Association
- IV. Environmental Modifications Made to Protect the Health, Safety and Welfare of persons in the Special Needs Assisted Living Residence:
  - a. Complete alarm system on all exit doors with appropriate delayed egress
  - b. Secure outdoor courtyard
  - c. Private dining and activities areas