Longview
an Ithacare Community

1 Bella Vista Drive
Ithaca, NY 14850
(607) 375-6300

Assisted Living Residence Residency Agreement

Updated: September 12, 2018

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH CENTRAL OFFICE
INITIALS LO DATE 9/13/18

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RESIDENCY AGREEMENT

A. **This agreement** is made between **Longview, an Ithacare Community** the "Operator",

_____

Resident or Your name(s)

_____

Resident's Representative, if any

_____

The Resident's Legal Representative, if any

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 1 Bella Vista Drive, Ithaca, New York 14850 an Assisted Living Residence ("The Residence") known as Longview, an Ithacare Community and Longview Assisted Living and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced 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 _____ . _____ , the Operator shall
day of week m/d/y

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 Living Unit.** You may occupy and use a living unit identified on Exhibit I.A.1., subject to the terms of this Agreement. Refer to Exhibit I.A.3 for explanation of environmental standards regarding your living unit.
2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms and outdoor space at the residence such as lounges, meeting rooms, auditorium, library, recreation, fitness centers, outdoor nature trails, patios and courtyard.
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 living 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 living 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 a minimum of 1snack 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 (diets including but not limited to): Regular, No Added Salt, Mechanical Soft, Pureed, No Concentrated Sweets, and Heart Healthy.

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.** Including vacuuming, surface and bathroom cleaning, and furnishing of toilet tissue. Attention to soiling of rugs, furniture and other items due to resident use.
4. **Linen Service**. Including towels, washcloths, pillow, pillowcase, blanket, bed sheets, bathmat and bedspread.
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.** Including some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, (in accordance with tiered fee arrangement Exhibit III.A.2) medication acquisition, storage and disposal, assistance with self-administration of medication.
9. **Development of Individualized Service Plan.** Using an interdisciplinary team approach, Longview's Case Manager(s) and Direct Care staff will assist in developing an individualized service plan (ISP) for each resident. The service plan will undergo ongoing review and revision every 6 months or whenever there is a change in resident's health. Case managers meet with residents and/or families or resident's representatives to review ISP and address changing care

needs or whenever resident and/or family, resident representative(s) request a review.

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

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

II. Disclosure Statement

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

III. Fees

Resident's Initials Here _____

A. Basic Rate (referring to Level A1 & E1)

1. Flat Fee Arrangements

   The Resident, Resident's Representative and Resident's Legal Representative (*and any other party to be charged under the agreement*) 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 Agreement. (the "*Basic Rate*"). The Basic Rate as of the date of this agreement is ($_____ per month) ($_____per day).

2. Tiered Fee Arrangements.

   A "Tiered Fee Arrangement", in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care, are set forth in detail in Exhibit III.A.1. and Exhibit III.A.2. and are made a part of the Agreement. Such

exhibit describes the types of services provided, the fees for each "tier" of care, and describes who will be providing care.

Enhanced Assisted Living Residence Addendum to Residency Agreement are set forth in detail in Exhibit III.A.3 and are made a part of this agreement.

B. Security Deposit

Upon admission, the Resident will deposit an amount equal to the monthly fee with the Operator. In addition, if the Resident owns a cat, an additional $300 deposit will be required. The Operator will hold this deposit(s) in an interest-bearing account for the duration of the lease.

1. The security deposit(s) is refundable after the Resident's unit has been vacated, less any amount needed to pay the cost of:
   a. Unpaid monthly fee(s).
   b. Damages not due to normal and customary wear and tear; including non-customary wear and tear by pets. These will be listed on the final unit inspection report. After the Resident(s) have moved out of the unit, the Operator will inspect the unit and complete a final inspection report. The Resident(s) may participate in the inspection if the Resident(s) have made this known in their notice of intention to terminate the lease agreement.
   c. Charges for late payment of monthly fee(s) and returned check(s) provided however, that the Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.
   d. Five dollar ($5) charge for each unreturned key.
   e. Missing property belonging to Longview.
   f. For items that are left behind, a disposal fee ranging from $25 - $150.
2. The Operator agrees to refund the amount computed above within 3 days of the Resident leaving Longview with no intent to return. The Resident or Representative

will be billed a daily rate stipulated in the agreement for any personal property remaining at the facility. If no arrangements to remove the personal property have been made, any remaining personal property is considered abandoned and will be disposed of after two weeks of discharge without compensation to the resident or representative (if any) for the discarded property

C. 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. At the resident's option, some additional services are available from Longview either directly or through arrangements with Longview. This supplemental fee shall be made only for services, supplies or amenities that are supplied to the resident as outlined in Exhibit I.C. ADDITIONAL SERVICES, SUPPLIES OR AMENITIES. A Supplemental fee must be a resident option. In some cases, the law permits the operator to charge an Additional fee without the express written approval of the Resident *(See section III.F)*. A Community fee is a one-time fee that the operator may charge at the time of admission. The operator must clearly inform the prospective resident what additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective resident, once fully informed of the terms of the Community fee, may chose whether to accept the Community fee as a condition of residency in the residence, or to reject the Community fee and thereby reject residency at the Residence. Any charges by the operator, whether a part of the Basic Rate, Supplemental, Additional or Community fees, shall be made only for services and supplies that are actually supplied to the Resident.

Longview, an Ithacare Community has an Entrance Fee/Community Fee/Admission Fee which can be found on Exhibit III.C.

D. 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.

E. **Billing and Payment Terms** Payment is due by the **1st of each month** and shall be delivered to **business office personnel (between the hours of 8:30a.m. and 12:30p.m.) or business office mailboxes.** If the resident, resident representative or resident's legal representative does not pay the full amount of the monthly fee on or before the 7th day of the month, the Operator may collect a fee of $5 as of the 8th day of the month. Thereafter, the Operator may collect $1 for each additional day the monthly fee remains unpaid. The Operator may assess and collect a fee of $25 any time a check is not honored for payment. If the resident, resident's representative or resident's legal representative is no longer able to pay for services provided for in this agreement, additional services or care needed by the resident, the operator will review the resident's finances submitted on a completed Financial Verification Form. The operator will determine if a rent subsidy is applicable.

F. **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 3, 4 and 5 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to you by the operator, once you have been admitted as a resident.
3. If you, or your resident representative or legal representative agrees in writing to a specific rate or fee increase, through an amendment of this Agreement, due to your need for additional care, services or supplies, the operator may increase such Rate or Fee upon less than **forty-five (45)** days written notice.
4. If the operator provides additional care, services or supplies upon the express written order of your primary physician, the operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.
5. In the event of any emergency which affects you, the operator may assess additional charges for your benefit as are reasonable and necessary for services, material,

equipment and food supplied during such emergency.

G. Bed Reservation

The operator agrees to reserve a living unit as specified in Section I.A.1 above in the event of your absence. The charge for this reservation is $_____ per daily rate. The total of the daily rate for a one-month period may not exceed the established monthly rate. The basic length of time the space will be reserved is indefinite. A provision to reserve a living unit 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 of termination as specific in Section XIII.

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. Upon termination of this agreement, if the resident's property is not removed, the operator will dispose of property for a fee equal to per diem of monthly rate.

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 basic or 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.

Operator does not agree to accept the responsibility of such custody. 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 duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply. (See Exhibit III.A.3)

Resident's Initials Here _____

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 ***living*** 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. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
   a) chronically require the physical assistance of another person in order to walk; or
   b) chronically required the physical assistance of another person to climb or descend stairs; or
   c) are dependent on medical equipment and require more than intermittent or

occasional assistance from medical personnel; or

d) have chronic unmanaged urinary or bowel incontinence.

7. 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 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 is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the operator promptly of change in health status, change in physician, or change in medications.
6. If a Resident experiences a change in condition and direct care staff and/or the primary care physician and/or emergency medical personnel recommend resident seek a medical evaluation, it is the Operator's policy the resident, family and/or

Resident's Initials Here _____

resident's representative comply with obtaining a medical evaluation within 24 hours.

7. 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: (on the line below, identify all applicable items from 1-7 above).

_____

_____

C. The resident's legal representative, if any shall be responsible for the following: (on the line below, identify all applicable items from 1-7 above).

_____

_____

XIII. Termination and Discharge

Resident's Initials Here _____

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. 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

Resident's Initials Here _____

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

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

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

XV. Resident Rights and Responsibilities

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

XVI. Resident Organization

The operator shall encourage and assist residents to organize and maintain committees, councils, or such other self-governing body as the residents may choose.

a) The Operator shall assure that the resident's council(s) organization:

b) Meets as often as the membership deems necessary;

c) Is chaired and directed by the residents; and

d) May request assistance from any member of the operator staff, provided that reasonable notice of the request is given to such staff.

Operator staff shall attend council meetings to address issues raised by council members if requested by council members.

XVII. 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 XVII. 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.

XVIII. 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.

XIX. 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.

Personal Guarantee of Payment of charges not covered by 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

TIERED FEE ARRANGEMENTS
ASSISTED LIVING and ENHANCED ASSISTED LIVING

ROOM	ALR	EALR	EALR
LEVEL 4	TIER 1	TIER 2	TIER 3
SINGLE SSI	$1,240		
SINGLE*	$3,559		
DOUBLE ONE PERSON	$3,959		
DOUBLE TWO PERSON	$6,959		
DOUBLE SSI TWO PERSON	$1,240 per person for a total of $2,480		
GARDEN SINGLE	$5,860	$5,860	$6,234

*Sliding fee scale available

IDENTIFICATION OF LIVING UNIT

FLOOR: _____

WING: _____

UNIT #: _____

PHONE #: _____

RESIDENT: _____
Resident's name

MAILING ADDRESS: _____
Unit number address

Ithaca, NY 14850
city, state, zip code

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY LONGVIEW, AN ITHACARE COMMUNITY

Standard Items

1. Bed: Includes frame, headboard, mattress and box spring
2. Armoire
3. Nightstand/lockable unit which cannot be removed at will for personal articles and medications.
4. TV stand
5. Pole Lamp
6. Table Lamp
7. Chair
8. Weekly Linens: Pillow(s), blankets(s), spread, sheets, mattress pad, 2 towels, 2 washcloths, bathmat.

Resident is required to maintain environmental standards in their living unit to be in compliance at all times with NYS DOH regulations regarding required means of egress. These same environmental standards must also meet standards of the local Fire Department Code and Town codes.

Building services including maintenance staff may inspect your room with appropriate notice to ensure these standards are being met.

EXHIBIT I.A.4

FURNISHINGS/APPLIANCES PROVIDED BY YOU, THE RESIDENT

Item Name	Description
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

The following are examples of restricted items:

- Zero tolerance for "open flames" (lighters, matches, candles, etc.)
- Longview is a no smoking facility. (Refer to the ALR/EALR Handbook for further information regarding designated outside smoking area.)
- ***Non*** UL Surge protected extension cords
- ***Non*** UL Surge protected multi plug adapters/power strips
- Heat producing items
  - Toasters, Coffee makers, Microwaves, Hot pots, Space heaters
- Electric blankets and pads
- No beds with rails or higher than 36"

We request that you, the resident bring to the attention of the Case Manager any new or additional furnishing/appliances not listed above prior to you bringing them to Longview so that we may assess their impact on your safety and security and the safety and security of other residents, the staff and Longview building.

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:

Item	Additional Charge	Responsibility
Dry Cleaning	N/A	
Professional Hair Grooming	Various $5 - $55	Contracted Hairdresser(s) w/Longview @ Longview
Personal Toilet Articles	Various/As Marked	Resident Store Operated by Volunteers
Commissary Goods	Various/As Marked	Resident Store Operated by Volunteers
Medical Transportation	N/A	Can be arranged by ALR staff
Cultural/Activities Transportation	No additional charges (Some trips have additional charges)	Recreation Department
Local & Long Distance Telephone Service	$10/month $12/year – SSI Recipients	Billing by: Longview
Air Conditioning (if available)	Included	Facility
Cable T.V. (if available) Spectrum	$20/month for basic & standard – additional services available	Services: Spectrum Basic & Standard Billed by: Longview Additional Services Billed by: Spectrum
Extra Maintenance*/Extra Housekeeping Office Services**	$24/hr $.05 – 5.00 – Office	Longview
Guest Meals	$ 7.00 breakfast $10.00 lunch & dinner $12.00 holiday	Provided by Longview Dining
Newspaper	No charge	Local paper available in Longview Library by Longview

*Includes repair of personal property items.
**Includes personal copies, typing, faxing, mailing, etc.

EXHIBIT I.D

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Longview's Case Manager(s) are available to help residents arrange for additional services through local community agencies. Longview does not have contract arrangements with any of the agencies except for Comfort Keepers*. Residents may choose to ask for help arranging services through any of the following community agencies or any other agency of the resident's choice.

Directory of Home Care Agencies

Licensed Agencies

(The following agencies are licensed by the NY State Health Department to provide personal care and home health care aide services and are listed in alphabetical order).

CareGivers
531 W. State St., Unit 1
Ithaca, NY 14850 Tel. 275-0238

Classen Home Health Associates, Inc.
222 Elmira Road, Suite 3
Ithaca, NY 14850 Tel. 277-1342

Comfort Keepers*
2359 N. Triphammer Rd.
Ithaca, NY 14850 Tel. 272-0444

Hospicare and Palliative Care Services
172 East King Road
Ithaca, NY 14850 Tel. 272-0212

Stafkings Healthcare Systems
222 South Fulton Street
Ithaca, NY 14850 Tel. 273-5335

Medicare- Certified Agencies

(The following agency is certified by Medicare to offer skilled nursing, physical therapy and occupational therapy to patients who meet Medicare criteria for being home bound.)

Visiting Nurse Service of Ithaca and Tompkins County, Inc.
138 Cecil Malone Drive
Ithaca, NY 14850 Tel. 273-0466

EXHIBIT II

DISCLOSURE STATEMENT

Ithacare Center Service Company, Inc.("The Operator") as operator of Longview, An Ithacare Community ("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 Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850 as an Assisted Living Residence as well as an Adult Home.

   The operator is also certified to operate at this location an Enhanced Assisted Living Residence. This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the residence and to receive Enhanced Assisted Living services or 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 a maximum of 32 persons.

      The needs/conditions that The Operator is able to serve and accommodate is described in its Enhanced Assisted Living Certification: (See Exhibit III.A.2 & Exhibit XVIII).

      Longview, an Ithacare Community, Inc. assisted living includes 64 ALR and 32 EALR living units. Changing care needs associated with aging-in-place, whereby level of care needs increase from those offered at the ALR level to EALR level will require the resident to move from the ALR unit to the EALR unit within Longview's campus. Furthermore, at some point, should You require services that Longview does not or cannot provide per the addendum of services (as listed

in Exhibit XVIII) stated in the residency agreement or above and beyond those services stated, 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. This includes providing liaison to such organizations as Hospice and Visiting Nurse Service.

The operator will post prominently in the residence, on a monthly basis, the then-current number of vacancies under its Assisted Living and Enhanced Assisted Living Services program. It is important to note that the operator is currently approved to accommodate within the Enhanced Assisted Living only up to the numbers of persons stated above. If you are deemed appropriate for Enhanced Assisted Living and one of those units is available, you will be eligible to be admitted into the Enhanced Assisted Living program. If however, such units are at capacity and there are no vacancies, the operator will assist you and your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. Longview offers 64 ALR and 32 EALR beds. If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence program within this residence, you are required to change your living unit within the residence.

3. The owner of the real property upon which the residence is located is Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850. The mailing address of such real property owner is Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850. The Administrator is authorized to accept personal service on behalf of such real property owner. Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850.
4. The operator of the residence is Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850. The mailing address of the operator is Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850. The Administrator is authorized to accept personal service on behalf of the operator: Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850.
5. There is no ownership interest in excess of 10% on part of the Operation (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other

services to residents of the Residence.

6. There is no ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or others services to residents of the The Residence, in the Operator.
7. Residents are able to receive service from service providers with whom Longview does not have an arrangement. See Exhibit I.D. for details.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Whenever feasible, Longview, an Ithacare Community, Inc. will make residents and/or responsible parties aware of public funding available to defray care expenses for home health, durable medical goods, etc., e.g., Veterans benefits, Title 20 (Medicare) benefits, other benefits, knowledge of which becomes known to the Operator.
10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by the assisted living operator is 1-866-893-6772.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. The Local LTCOP Ombudsman telephone number is 607-274-5498. The NYSLTCOP website is www.ltcombudsman.ny.gov.

EXHIBIT III.A.1
TIERED FEE ARRANGEMENTS
ASSISTED LIVING and ENHANCED ASSISTED LIVING

ROOM	ALR	EALR	EALR
LEVEL 4	TIER 1	TIER 2	TIER 3
SINGLE SSI	$1,240		
SINGLE*	$3,559		
DOUBLE ONE PERSON	$3,959		
DOUBLE TWO PERSON	$6,959		
DOUBLE SSI TWO PERSON	$1,240 per person for a total of $2,480		
GARDEN SINGLE	$5,860	$5,860	$6,234

*Sliding fee scale available

UNIT/ROOM TYPE	LEVEL OF CARE	MONTHLY RATE $
_____ Resident's Signature		_____ Date
_____ Resident's Representative Signature		_____ Date
_____ Resident's Legal Representative's Signature		_____ Date
_____ Operator or Operator's Representative's Signature		_____ Date

EXHIBIT III.A.2
SERVICES AVAILABLE FOR ASSISTED & ENHANCED LIVING

Assisted Living Tier 1 *(Included for all Levels)	Enhanced Assisted Living Tier 2 *(Included for all Levels)	Enhanced Assisted Living Tier 3 *(Included for all Levels)
ADLs: -Minimal assistance/ supervision with personal hygiene: bathing, grooming, dressing -Independent mobility including wheel chair, walker, scooter -Reminders for social activities -Independent or minimal intermittent assistance with management of oxygen equipment -Case Management -Individual Service Plan (ISP) -Daily routine verbal reminders needed for bowel and bladder -Exhibits needs for redirection & orientation daily to person, place, time	**ADLs:** -1:1 supervision for meals, monitor intake -1:1 assist with to include, but not limited to: hygiene, bathing, dressing, toileting, incontinence devices, toileting schedule -Exhibits needs for redirection, orientation and closer observation -Case Management -Individual Service Plan (ISP)	**ADLs:** -1:1 supervision for meals, monitor intake -1:1 supervision and/or contact guard for transfer/ambulation -Chronic assist of 1-2 person(s) for transfers, mechanical lift, wheel chair, mobility, etc) -1:1 assist with colostomy, ileostomy, catheter care and maintenance -Exhibits needs for redirection, orientation and closer observation -Case Management -Individual Service Plan (ISP)
Medication: -Assistance with meds or monitor ability of "self administration"(LPN) -Medication acquisition, storage, and disposal -Monitor ability to self-administer Subcutaneous/Intramuscular injections (i.e. insulin & Blood Glucose levels)	**Medication:** - Assistance with meds or monitor ability of "self administration" at sight of -Medication acquisition, storage, and disposal -Subcutaneous / Intramuscular injections (i.e. insulin) -Blood Glucose monitoring/or clinical assistance with.	**Medication:** - Assistance with meds or monitor ability of "self administration" -Medication acquisition, storage, and disposal -Subcutaneous / Intramuscular injections (i.e. insulin) -Blood Glucose monitoring/or clinical assistance with.
Clincial Services -Laboratory coordination (glucose, PT/INR, etc.) -Minimal assistance in managing oxygen equipment; ordering mobility devices, coordinating services from outside providers.	-Oxygen saturation -Vital signs-Observation by licensed nursing (less than 24 hours per day)	-Oxygen saturation -Vital signs (HHA/LPN) -Non Complex dressing changes. Observations by licensed nursing (less than 24 hours per day) -Secure Care System (wander deterrent) to assist with redirection and orientation to place.
Ancillary Services:* -Housekeeping -Laundry -Three meals daily, minimum one snack, modified diets -Personal allowance account -Arranging transportation / scheduling appointments -Minimum of 35hrs/wk of programming	**Ancillary Services:*** -Housekeeping -Laundry -Three meals daily, minimum one snack, modified diets -Personal allowance account - Arranging transportation / scheduling appointments -Minimum of 35 hrs/wk for programming	**Ancillary Services:*** -Housekeeping -Laundry -Three meals daily, minimum one snack, modified diets -Personal allowance account - Arranging transportation / scheduling appointments -Minimum of 35 hrs/wk for programming

EXHIBIT III.C

SUPPLEMENTAL, ADDITIONAL FEES OR COMMUNITY FEES

Supplemental Fee

- None.

Additional Fee

- None.

Community Fee

- Non-refundable Application Fee.....$600.

EXHIBIT III.D

RATE OR FEE SCHEDULE

(See also Exhibit III.A.1 and Exhibit III.A.2)

EXHIBIT V

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Longview does not accept responsibility for transfer of funds or property.

Residents are able to make arrangements with local banking institutions for direct payment of rent to Longview.

Each resident who is receiving Supplemental Security Income or Home Relief benefits and who is entitled to a monthly personal allowance may set up a facility maintained resident personal allowance account with the bookkeeping office.

EXHIBIT VI

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Longview does not accept responsibility for holding items/property.

EXHIBIT XI

RULES OF THE RESIDENCE

Longview's Adult Home Resident Handbook is given to every new resident upon admission (enclosed). The Handbook covers information about the resident's individual living unit, common areas, mailboxes and postal services, personal care services, business services, the dining room, recreation options, religious services and safety and security services, etc. The Handbook also includes a list of staff and phone numbers, and an Addendum for further clarification. (See Addendum below)

ADDENDUM TO RESIDENT HANDBOOK

1. Residents have the right to receive services from providers with whom Longview, an Ithacare Community does not have a formal arrangement.
2. Residents have the right to choose their own health care providers. We do not make that choice for our residents.
3. Supplementary Security Income (SSI) is accepted for those who are eligible for SSI.
4. Services for residents, such as home care, could also be covered under Medicare and/or Medicaid.
5. The New York State's Department of Health toll-free number for reporting of complaints regarding the services provided by Ithacare is: 1-866-893-6772.
6. Long term care ombudsman services are available to all residents. The toll-free state long term care ombudsman number is: 1-855-582-6769. Services are also available through the local Tompkins County Office for the Aging. The local telephone number for the long-term ombudsman is 607-274-5498. This service is confidential and free of charge.
7. Residents have the right to obtain their medications from pharmacy services from providers with whom Longview, an Ithacare Community does not have a formal arrangement.

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

Resident's rights and responsibility shall include, but not be limited to the following:

A. Every resident's participation in assisted living shall be voluntary. 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, 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 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 member or contractual work;

K. Every resident shall have the right to have security for any personal possessions if stored by the operator;

L. Every resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided that an operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a resident who has been fully informed of the consequences of such refusal;

M. Every resident and visitor shall have the responsibility to obey all reasonable regulations of the residence and to respect the personal rights and private property of the other residents;

N. Every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident in any report of such accident or incident;

O. Every resident shall have the right to receive visits from family members and other adults of the resident's choosing without interference from the assisted living residence;

P. Every resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, providing additional services to a resident shall not be considered a fee increase pursuant to this paragraph; and

Q. Every resident of an assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have a right to be informed by the operator, by a conspicuous posting in the residence, on at least a monthly basis, of the then-current vacancies available, if any, under the operator's enhanced and/or

special needs assisted living programs.

Waiver of any 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 XVII

OPERATOR PROCEDURES: RESIDENT GRIEVANCES

AND

RECOMMENDATIONS

Procedures are posted on the common bulletin board in the facility as delineated below.

RESIDENT RECOMMENDATION/GRIEVANCE PROCEDURE

Residents customarily offer recommendations, requests, suggestions and grievances informally, either to a Resident Council member or to an appropriate staff member. If such an informal approach does not result in a satisfactory resolution of a problem, the resident may follow the formal Resident Recommendation/Grievance Procedure described here. This procedure can be followed anonymously by placing a written complaint in a box located in the 4th floor lounge on top of the piano.

1. A resident should file a recommendation or grievance with the Case Manager in writing or at a private meeting. The resident's proposal should include:
    a. The nature of the problem and
    b. The hoped for correction of it

2. Case Manager will seek a solution to the problem, keeping the source of the recommendation/grievance confidential. The Case Manager will respond to the resident in writing or a private meeting within five working days of learning about the problem. The response will include:
    a. Proposed action/resolution and
    b. The expected timeframe in which the action/resolution will be taken

3. If the resident is dissatisfied with the action taken by the Case Manager, (s)he may file the recommendation/grievance with the Director of Resident Services, in writing or at a private meeting. The Director of Resident Services will seek a solution to the problem, keeping the source of the recommendation/grievance confidential.

4. The Director of Resident Services will respond to the resident in writing or at a private meeting within five working days of learning about the problem. The response will include:
    a. Proposed action/resolution and
    b. The expected timeframe in which the action/resolution will be taken

5. The Administrator will respond to the resident in writing or at a private meeting within five working days of learning about the problem. The response will include:
    a. Proposed action/resolution and
    b. The expected timeframe in which the action/resolution will be taken

6. If the resident is not satisfied with the Administrator's action, (s)he should present the recommendation/grievance to the Resident Council. The Council will consider the problem, come to a consensus of what should be done, and propose and work out solutions with Case Manager, Director of Resident Services and the Administrator. The solution will be presented in writing to the resident council.

EXHIBIT XVIII

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Longview (the "Operator"). _____, (the "Resident's Representative or You"). _____. (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 Longview Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This Addendum must be attached to Longview's Residency Agreement between the parties.

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Longview, an Ithacare Community located at 1 Bella Vista Drive, Ithaca, NY 14850.

II. Physician Report

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

a. Your physician has physically examined You within the last month prior to Your admission into Longview's 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.

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NYSDOH REGIONAL OFFICE
INITIALS _____ DATE 9 / 11 / 18

III. Request for and Acceptance of Admission

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

IV. Specialized Program, Staff Qualifications and Environmental Modifications

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

- Services to be provided in the Enhanced Assisted Living Residence:
  - Ostomy care
  - Artificial limb care
  - Incontinency care
  - Mobility assistance; including mechanical lifts
  - Wound care
  - Catheter care
  - Diets available
    - Regular
    - No added salt
    - No concentrated sweets
    - Heart healthy
    - Mechanical soft
    - Pureed
    - Gluten free
  - Assistance with feeding
  - Daily redirection, prompting, orientation and closer observations.
  - Skilled nursing observation and documentation
  - Injections
  - Wander deterrent system
  - Secure care system

- Staffing levels:

  Longview's current plan of staffing:
  - 32 bed Garden Level EALR unit
  - For ALR/EALR Resident Aide staffing:

	Minimum	Maximum
Day Shift	4	8
Evening Shift	4	8
Nights	2	3

  - At least 1 Registered Nurse will be on duty 40 hours a week at eight hours a day and a registered nurse is always on call 24 hours/7 days a week. When the RN is not on duty, an LPN may be on duty at least 8 hours a day. Home Health Aides are staffed as resident care needs indicate.

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NYSDOH REGIONAL OFFICE
INITIALS [illegible] DATE 9/11/18

- Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence: will be provided to you upon request.

    - Executive Director
    - Director of Resident & Tenant Services
    - RN
    - LCSW (2)
    - Resident Aides and/or Home Health Aides (each with 50 hours of training. 12 hours of in-service training a year and CPR, first aid certification and blood borne pathogen training)
    - Recreation Director
    - Recreation Assistant(s)
    - Spiritual Life Coordinator
    - Adult Day Program Coordinator(s)
    - Adult Day Program Assistant(s)

    The NYS Department of Health approves Administrators and Case Managers only.

- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.
    - Longview's enhanced assisted living residence is ADA accessible (wheelchairs, motorized scooters).
    - The ALR/EALR has an automatic sprinkler system throughout the building.
    - The ALR/EALR has a NFPA 13R or NFPA 13 automatic sprinkler systems installed.

        There is a supervised smoke-detection system throughout the building including all resident bedrooms. The fire protections systems are directly connected to the local fire department, or to a 24-hour attended central station.
    - To assure your safety and security, Longview contracts with an outside contractor to inspect the fire detection system every three months to assure its' proper operation.
    - The building has smoke barriers that divides the garden into at least two smoke compartments, neither of which have corridors exceeding 100 feet in length.
    - There are hand rails on both sides of all resident-use corridors and stairways.
    - A centralized emergency call-system in all bedrooms easily reachable from each resident's bedside, and in all resident-use toilet and bathing areas, and are easily reachable from each fixture.
    - Within the ALR/EALR, the minimum corridor widths are 60 inches and the minimum door widths are 32 inches to assure wheelchair accessibility.

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NYSDOH REGIONAL OFFICE

INITIALS [illegible] DATE 9 . 11 . 18

- A Secure Care System is in place in the enhanced assisted living residence and all exits are equipped to monitor entry and exit of all individuals who are wearing a monitoring bracelet at all times.
- A Secure Care bracelet monitoring system is available and may be utilized with the resident's and resident's representative's consent in the enhanced assisted living residence to alert staff that a resident is leaving the unit via any exit. (A physician's consult and written order must be obtained for a resident to wear a secure care bracelet). Please note that the resident, if capable, and the resident representative, if the resident is not capable, must agree to the use of the device prior to the resident wearing the device.

V. Aging in Place

Resident's Initials Here _____

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

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NYSDOH REGIONAL OFFICE
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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)

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NYSDOH REGIONAL OFFICE
INITIALS JO DATE 9 / 11 / 18

EXHIBIT XX

Consumer Information Guide

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

TABLE OF CONTENTS

INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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

WHO OPERATES ALRs?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

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

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

a) The resident hires 24-hour appropriate nursing and medical care to meet their needs;

b) The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR;

c) The operator agrees to provide services or arrange for services and is willing to coordinate care; and

d) The resident agrees with the plan.

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

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

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

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

Comparison of Types of ALRs

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

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before making a decision to apply for residence. Look around, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.
Ask to examine an "open" or "model" unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available or can be installed. Remember charges may be added for any special modifications requested.

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

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

Location: Is the residence close to family and friends?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

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

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

APPLYING TO AN ALR

The following are part of entering an ALR:

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

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

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

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department's website at: http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf .

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

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

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

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

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

LICENSING AND OVERSIGHT

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

INFORMATION AND COMPLAINTS

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871 (as of 6/9/16).

Glossary of Terms Related to Guide

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

Adult Care Facility (ACF): Provides temporary or long-term, non-medical, residential care services to adults who are to a certain extent unable to live independently. There are five types of adult care facilities: adult homes, enriched housing programs, residences for adults, family-type homes and shelters for adults. Of these, adult homes, enriched housing programs, and residences for adults are overseen by the Department of Health. Adult homes, enriched housing programs, and residences for adults provide long-term residential care, room, board, housekeeping, personal care and supervision. Enriched housing is different because each resident room is an apartment setting, i.e. kitchen, larger living space, etc. Residences for adults provide the same services as adult homes and enriched housing except for required personal care services.

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

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

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

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

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Health Care Facility: All hospitals and nursing homes licensed by the New York State Department of Health.

Health Care Proxy: Appointing a health care agent to make health care decisions for you and to make sure your wishes are followed if you lose the ability to make these decisions yourself.

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

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

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

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

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

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

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

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

State of New York
Department of Health