

Kendal at Ithaca

Assisted Living Residence

Residency Agreement

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# Table of Contents

## ASSISTED LIVING RESIDENCE RESIDENCY AGREEMENT

|                                                                                                |    |
|------------------------------------------------------------------------------------------------|----|
| Recitals                                                                                       | 1  |
| Agreements                                                                                     | 2  |
| I. Housing Accommodations and Services                                                         | 2  |
| A. Housing Accommodations and Services                                                         | 2  |
| 1. Your Room                                                                                   | 2  |
| 2. Common Areas                                                                                | 2  |
| 3. Furnishings/Appliances Provided by the Operator                                             | 2  |
| 4. Furnishings/Appliances Provided by You                                                      | 2  |
| B. Basic Services                                                                              | 3  |
| 1. Meals and snacks                                                                            | 3  |
| 2. Activities                                                                                  | 3  |
| 3. Housekeeping                                                                                | 3  |
| 4. Linen Service                                                                               | 3  |
| 5. Laundry of your personal washable clothing                                                  | 3  |
| 6. Supervision on a 24-hour Basis                                                              | 4  |
| 7. Case Management                                                                             | 4  |
| 8. Personal Care                                                                               | 4  |
| 9. Development of Individualized Service Plan                                                  | 4  |
| C. Additional Services                                                                         | 4  |
| D. Licensure/Certification Status                                                              | 4  |
| II. Disclosure Statement                                                                       | 5  |
| III. Fees                                                                                      | 7  |
| A. Basic Rate                                                                                  | 7  |
| 1. Flat Fee Arrangements                                                                       | 7  |
| B. Tiered Fee Arrangements                                                                     | 8  |
| C. Supplemental, Additional, or Community Fees                                                 | 8  |
| D. Rate or Fee Schedule                                                                        | 8  |
| E. Billing and Payment Terms                                                                   | 8  |
| F. Adjustments to Basic Rate or Additional or Supplemental Fees                                | 9  |
| G. Bed Reservation                                                                             | 9  |
| 1. Refund/Return of Resident Monies and Property                                               | 9  |
| 2. Transfer of Funds or Property to Kendal at Ithaca                                           | 10 |
| 3. Temporary Hold of Property or items of value held in Kendal at Ithaca's custody for You     | 10 |
| 4. Fiduciary Responsibility                                                                    | 10 |
| 5. Tipping                                                                                     | 11 |
| 6. Personal Allowance Accounts                                                                 |    |
| 7. Admission and Retention Criteria for an Assisted Living Residence                           | 12 |
| 8. Rules of Residence (if applicable)                                                          | 13 |
| 9. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative | 13 |
| 10. Termination and Discharge                                                                  | 14 |
| 11. Transfer                                                                                   | 16 |
| 12. Resident Rights and Responsibilities                                                       | 17 |
| 13. Complaint Resolution                                                                       | 17 |
| 14. Miscellaneous Provisions                                                                   | 17 |
| 15. Agreement Authorization                                                                    | 18 |

APPENDIX

|                                                                  |    |
|------------------------------------------------------------------|----|
| Exhibit I.A.3 – Identification of Living Space                   | 1  |
| Exhibit I.A.4 – Furnishings/Appliances Provided by You           | 2  |
| Exhibit III.D -- Rate or Fee Schedule                            | 4  |
| Exhibit I.D – Private Pay Home Care Services Policy and Addendum | 6  |
| Exhibit G.15 – Property/Items Held by Operator for You           | 9  |
| Exhibit 20 – Rules of the Residence                              | 10 |
| Exhibit 25 – Complaint Resolution                                | 11 |
| Exhibit II.1 -- Consumer Information Guide                       | 13 |

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

EALR #1 ADDITIONAL DISCLOSURES FOR ALL ENHANCED ASSISTED LIVING  
RESIDENTS

## **ASSISTED LIVING RESIDENCE RESIDENCY AGREEMENT**

This residency agreement is made between Kendal at Ithaca, Inc. (the “Operator”),

\_\_\_\_\_ (the “Resident”),

\_\_\_\_\_ (the “Resident’s Representative”, if any) and

\_\_\_\_\_ (the “Resident’s Legal Representative,” if

any), stating the terms and conditions of the resident’s admission and living arrangements at Kendal at Ithaca’s assisted living residence.

This agreement is effective as of \_\_\_\_\_ and shall remain in effect until amended by the parties or until terminated by the parties in accordance with the provisions of Section VII of this agreement.

### **RECITALS**

- A.** Kendal at Ithaca is licensed by the New York State Department of Health to operate at 2230 N. Triphammer Road, Ithaca, NY 14850, an Assisted Living Residence known as Kendal at Ithaca and as an Adult Home. Kendal at Ithaca is also certified to operate, at this location, as an Enhanced Assisted Living Residence.
- B.** You have requested to become a Resident of the Enhanced Assisted Living Residence at Kendal at Ithaca and the Operator has accepted your request.

## **AGREEMENTS**

### **I. Housing Accommodations and Services**

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

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

1. **Your Room:** You may occupy and use a private room, identified on Exhibit 1.A.1, subject to the terms of this agreement.
2. **Common areas:** You will be provided unrestricted access to common areas at Kendal at Ithaca's adult care facility for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m. Specifically, you will be provided with unrestricted access to the following general-purpose rooms: Kendal at Ithaca's adult care facility activities room, the lounge at the end of the south hallway, and the lounge in the center of the north hallway opposite the nurses' desk. Private conference rooms are available for private meetings and visits, including the care plan meeting room, 520. This room contains equipment for video conferencing and is available most of the day when care plan meetings are not taking place, and residents may use it evenings and weekends without reservation. Residents may schedule this room by contacting the case manager or unit coordinator. Residents may also book Conference Room A, Conference Room B, or Conference Room C by contacting the receptionist at the front desk.
3. **Furnishings/Appliances Provided by The Operator:** Attached as Exhibit 1.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 space.
4. **Furnishings/Appliances Provided by You:** Attached as Exhibit 1.A.4 and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You in Your living space. Any electrical appliances must be approved by Kendal at Ithaca's Maintenance Department. Devices excluded due to amperage are

curling irons and hair dryers. Excluded for safety reasons are coffee pots, electric blankets, clothes irons, clothes steamers, and weapons.

## **B. Basic Services**

Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations (“18 NYCRR”), Section 488.7, 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 snacks and drinks are available twenty-four hours a day, seven days and week, and are included in Your Basic Rate. You may ask the staff for snacks, or get them Yourself from the snack station in the northern hallway lounge. The following modified diets will be available to You if ordered by Your Physician and included in Your Individualized Service Plan: Mechanical Soft and Pureed Diet, Nectar, Honey & Pudding thickened liquids, Limited Concentrated Sweets, Heart Healthy (no added salt/low fat).
2. **Activities:** Kendal at Ithaca will provide an organized and diverse 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 Kendal at Ithaca’s adult care facility.
3. **Housekeeping:** Kendal at Ithaca will provide daily cleaning of each resident room, which includes but is not limited to: cleaning and disinfecting the bathroom, removing soiled linens and replacing with clean, dusting the entire room, emptying trash, cleaning the patios weekly, changing the bed linens once per week, labeling, collecting and processing personal laundry on an every-other day basis or as needed for residents with less clothing or other circumstances requiring more frequent services, daily disinfection of all high-touch surfaces, vacuuming and mopping floors. Corridors and lounges cleaned daily, monthly carpet extractions of corridors and lounges as well as monthly cleaning of wheelchairs and scooters. Daily monitoring of pet health, for residents with cats, pest control services as needed. Each resident room receives an annual deep clean.
4. **Linen Service:** Kendal at Ithaca will provide a minimum of one (1) pillow, one (1) pillowcase, at least one (1) blanket, two (2) bed sheets, one (1) bedspread, towels and washcloths, all clean and in good condition.
5. **Laundry of your personal washable clothing:** Kendal at Ithaca is responsible for providing laundry services. Arrangements can be made for outside laundry and dry- cleaning services at Your expense. Kendal at Ithaca cannot be responsible for damage to non-washable items.

6. **Supervision on a 24-hour Basis:** Kendal at Ithaca 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 and required by the New York State Department of Health.
7. **Case Management:** Kendal at Ithaca provides case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and evaluation of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
8. **Personal Care:** Personal care services available to all ALR residents will include up to 3.75 hours per week of direction and some assistance with grooming, dressing, bathing, toileting, walking and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumption, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of monthly weights. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Personal care services provided in excess of 3.75 hours/week can be provided at no additional monthly fee, as long as provision of such services does not interfere with the orderly operation of the facility.
9. **Development of Individualized Service Plan:** Kendal at Ithaca will develop an Individualized Service Plan (ISP) upon admission to address the resident's needs. This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

**C. Additional Services**

Exhibit 1.C, attached to and made part of this Agreement, describes in detail any additional services or amenities available for an additional, supplemental, or community fee from Kendal at Ithaca directly through arrangements with Kendal at Ithaca. Such exhibit states who would provide such services or amenities, if other than Kendal at Ithaca

**D. Licensure/Certification Status**

A listing of all providers offering home care or personal care services under an arrangement with Kendal at Ithaca and a description of the licensure or certification status of each provider is set forth in Exhibit 1.D of this Agreement. Such Exhibit will be updated as frequently as necessary.

## **I I . Disclosure Statement**

Kendal at Ithaca, Inc. as operator of Enhanced Assisted Living 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 II.1 of this Agreement.
2. Kendal at Ithaca is licensed by the New York State Department of Health to operate an Assisted Living Residence as well as an Adult Home located at 2230 North Triphammer Road, Ithaca, NY 14850.

Kendal at Ithaca is currently approved to provide:

Enhanced Assisted Living Services for up to a maximum of 36 persons.

Kendal at Ithaca. will post prominently, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services program.

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 adult care facility and to receive Enhanced Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

**It is important to note that Kendal at Ithaca is currently approved to accommodate within the Enhanced Assisted Living Residence only up to the number of persons stated above. If You become appropriate for Enhanced Assisted Living Services and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living Residence. If, however, such residence is at capacity and there are no vacancies, Kendal at Ithaca will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements.**

3. The owner of the real property upon which Kendal at Ithaca is located is Kendal at Ithaca, Inc. The mailing address of such real property owner is 2230 North Triphammer Road, Ithaca, NY 14850. The following individual is authorized to accept personal service on



behalf of such real property owner:

Laurie Mante, Executive Director, Kendal at Ithaca 2230 North Triphammer Road, Ithaca, NY 14850.

4. The Operator of Kendal at Ithaca is Kendal at Ithaca, Inc. The mailing address of the Operator is 2230 North Triphammer Road, Ithaca, NY 14850. The following individual is authorized to accept personal service on behalf of such Operator:

Laurie Mante, Executive Director, Kendal at Ithaca 2230 North Triphammer Road, Ithaca, NY 14850.

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of Kendal at Ithaca. None
6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of Kendal at Ithaca, in the Operator. None
7. Outside Providers: Residents shall have the right to choose their health care providers and other service providers, notwithstanding any other agreement to the contrary.
8. Public funds may be available for payment for residential, supportive or home health services, including but not limited to Medicare coverage of certified home health agency services through Visiting Nurse Services, and hospice services.
9. 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.
10. 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. 607 274-5498 is the Local LTCOP number. The NYSLTCOP website is [www.ltombudsman.ny.gov](http://www.ltombudsman.ny.gov).

11 . New York State’s laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-487 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

### III. Fees

#### A. Basic Rate

##### **Flat Fee Arrangements**

Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in **section IB** are included in a single fee, or a tiered fee basis, where charges for Basic Services in **section IB** are determined by the type of services provided or the number of hours of care provided. This is referred to as the “Basic Rate”. This community/residence operates with a flat fee Basic Rate.

The Resident, Resident’s Representative and Residents’ Legal Representative agree that the Resident will pay, and Kendal at Ithaca agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement. Upon admission to Kendal at Ithaca’s enhanced assisted living residence, your monthly fee will be: \$\_\_\_\_\_. The monthly fee is calculated based on the size of your most recently occupied residence in independent living.

#### B. Tiered Fee Arrangements

Kendal at Ithaca does not employ tiered fee arrangements.

#### 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. 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.

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 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 choose 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. Kendal at Ithaca does not impose Community fees.

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. The Residency Agreement includes a description of supplemental and additional fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees or charges. See Exhibit **III.D -- RATE OR FEE SCHEDULE**.

A Supplemental fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate.

**D. Rate or Fee Schedule**

Attached as Exhibit III.D and made a part of this Agreement is the Kendal at Ithaca Price Booklet, 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 rate, fees or charges.

**E. Billing and Payment Terms**

Kendal at Ithaca will give You a detailed monthly statement including: (a) the Monthly Fee for the following month; (b) any credits including away allowance for meals; (c) charges for guest meals and additional services rendered during the preceding month; and (d) any other amounts due us. We will charge interest at the rate of 1.5% per month on outstanding balances. Payment is due on the 1<sup>st</sup> of the month. If payment is not made within thirty (30) days, we have the right to apply 1.5% finance charge per month for outstanding balances. If You do not comply with such notice, we may issue you a thirty (30) day notice terminating Your placement. In the event the Resident, Resident's Representative or Resident's legal representative, as applicable, is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, You may apply to the Kendal at Ithaca Finance Department for financial support through Kendal at Ithaca Rainy Day Fund.

**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, except in the following circumstances:
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, Kendal at Ithaca may increase such Rate or Fee upon less than forty-five (45) days written notice.
3. If Kendal at Ithaca provides additional care, services or supplies upon the express written order of Your primary physician, Kendal at Ithaca 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, Kendal at Ithaca may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.
5. Please refer to attached price booklet for additional charges.

**G. Bed Reservation**

Kendal at Ithaca agrees to reserve Your residential space as specified in Section I.A.1 above in the event of Your absence. As part of Kendal at Ithaca's continuing care retirement community life care contract, residents pay their monthly rate even while hospitalized and pay no additional charge to reserve their room in assisted living. As long as you continue to pay your monthly fee and there is a reasonable expectation that you will return, your room will be held. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section G.22 of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide Kendal at Ithaca with any required notice.

**1. Refund/Return of Resident Monies and Property**

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after Your discharge, Kendal at Ithaca must provide You, Your Representative and/or Legal Representative, and any other person designated by You, with a final written statement of Your payment and personal allowance accounts at Kendal at Ithaca. Kendal at Ithaca must also return at the time of Your discharge, but in no case more than three (3) business days after Your discharge, any of Your money or property which comes into the possession of Kendal at Ithaca. after Your discharge. Kendal at Ithaca must refund on the basis or a per diem proration any advance payment(s) of the monthly fee paid exclusively for your Room which You have made.

If You die, Kendal at Ithaca 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, Kendal at Ithaca shall contact the Tompkins County Surrogate's Court in order to determine what should be done with the property of Your estate.

## **2. Transfer of Funds or Property to Kendal at Ithaca**

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time following admission and during Your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given or to be transferred. Such listing is attached as Exhibit G.15 and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

## **3. Temporary Hold of Property or items of value held in Kendal at Ithaca's custody for You**

If, upon admission or any other time, you wish to voluntarily transfer money, property, or things of value to Kendal at Ithaca's custody and Kendal at Ithaca, Inc. agrees to accept the responsibility of such custody, Kendal at Ithaca must enumerate the items being transferred and attach to this agreement a listing of such items. Such listing is attached as Exhibit G.15 of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

## **4. Fiduciary Responsibility**

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

## **5. Tipping**

Kendal at Ithaca shall not accept, nor allow Residence staff or agents to accept, any tip or gratuity in any form.

## **6. Personal Allowance Accounts**

The operator agrees to offer to establish a personal allowance account for any resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with the resident or his representative.

You agree to inform Kendal at Ithaca if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds. SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at <https://otda.ny.gov/programs/disability-determinations/>.

SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at <https://otda.ny.gov/programs/temporary-assistance/>

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 they will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements or HR (whichever is applicable to the facility).

## **7. Admission and Retention Criteria for an Assisted Living Residence**

- a. Kendal at Ithaca shall not admit any Resident if Kendal at Ithaca 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 Service Plan. Kendal at Ithaca shall not admit any Resident in need of 24-hour skilled nursing care. Kendal at Ithaca shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such individuals.
- b. Kendal at Ithaca shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
- c. Kendal at Ithaca has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that Kendal at Ithaca 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 Service Plan.
- d. 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.
- e. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
  - i. chronically require the physical assistance of another person in order to walk; or
  - ii. chronically require the physical assistance of another person to climb or descend stairs; or
  - iii. are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
  - iv. have chronic unmanaged urinary or bowel incontinence.
- f. 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 evaluated as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

## **8. Rules of Residence (if applicable)**

Attached as Exhibit 20 and made part of this Agreement are the Rules of the Residence. By signing this Agreement, You and Your representative(s), as applicable, agree to obey all Rules of the Residence, as outlined in the Kendal at Ithaca Health Center Resident Handbook. You acknowledge that You have received a copy of Kendal at Ithaca's Health Center Resident Handbook.

## **9. Responsibilities of Resident, Resident's Representative and Resident's Legal**

### **Representative**

You, or Your Representative or Legal Representative shall be responsible for the following:

- a. Payment of the required rate, and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement. Kendal at Ithaca does not charge Supplemental or Community Fees.
- b. Supply of personal clothing and effects.
- c. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third-party coverage.
- d. At the time of admission, a dated and signed medical evaluation which conforms to regulations of the New York State Department of Health. Thereafter a medical evaluation which conforms to Department regulations at least once every twelve (12) months, or more frequently if a change in condition warrants.
- e. Informing Kendal at Ithaca promptly of any change in health status, change in physician, or change in medications.
- f. Informing Kendal at Ithaca promptly of any change of name, address and/or phone number for Yourself or Your designated representative.
  - a. The name of your Representative is:\_\_\_\_\_.  
Your Representative is authorized to communicate with residence employees regarding your health, well-being and service needs. Your Representative may assist you in obtaining needed services.
  - b. The name of your Legal Representative is:\_\_\_\_\_.  
Your Legal Representative is a person duly authorized under New York law to act on your



behalf. Your Legal Representative may execute documents on your behalf and will represent you with respect to any legal claims you may have.

c. Your Representative and Legal Representative have the following rights:

- i. To present grievances on your behalf to a Kendal at Ithaca administrator, governmental officials, the long-term care ombudsman 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;
- ii. To receive a copy of Kendal at Ithaca's Resident statement of rights and responsibilities;
- iii. To receive a complete copy of this agreement and any supporting documents;
- iv. To assist in the development of your individualized service plan.

## **10. Termination and Discharge**

This Residency Agreement and residency in Kendal at Ithaca's Enhanced Assisted Living Residence may be terminated in any of the following ways:

- a. By mutual agreement between You and the Operator;
- b. Upon thirty (30) days' notice from You or Your Representative to Kendal at Ithaca of Your intention to terminate the Agreement and leave the facility;
- c. Upon thirty (30) days' written notice from Kendal at Ithaca to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and/or any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and if You object to the termination, termination is permissible only if Kendal at Ithaca initiates a proceeding in a court of competent jurisdiction and that court rules in favor of Kendal at Ithaca..

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which Kendal at Ithaca. 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 (30) 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 Kendal at Ithaca 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 Kendal at Ithaca's adult care facility.
5. Kendal at Ithaca has had its operating certificate limited, revoked, temporarily suspended or Kendal at Ithaca has voluntarily surrendered the operating certificate of the facility to the New York State Department of Health; or
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 Kendal at Ithaca's adult care facility to other facilities or is making other provisions for the Residents' continued safety and care.

If Kendal at Ithaca decides to terminate the Residency Agreement for any of the reasons given above, Kendal at Ithaca will have hand-delivered to You a notice of termination on a form prescribed by the New York State Department of Health. Such notice will include the date of the termination and discharge, which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object, and a list of free legal and advocacy resources approved by the New York State Department of Health. Copies will be sent to Your next-of-kin, legally responsible relatives, and to the appropriate regional office of the Department of Health.

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

While legal action is in progress, Kendal at Ithaca 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 Kendal at Ithaca are free to seek any other judicial relief to which You or they may be entitled. Kendal at Ithaca must assist You if Kendal at Ithaca 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.

## **11. Transfer**

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

- a. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required. When the basis for the transfer no longer exists, and You are deemed appropriate for placement in an assisted living facility, You shall be readmitted; or
- b. In the event that Your behavior poses an imminent risk of death or serious physical injury to Yourself or others; or
- c. 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 of the adult care facility in Kendal at Ithaca 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, Kendal at Ithaca must proceed with the termination requirements as set forth in Section 22 of this Agreement, except that the written notice of termination must be hand-delivered to You at the location to which You have been transferred. If such hand-delivery is not possible, then the notice must be given by any of the methods provided by New York 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.

## **12. Resident Rights and Responsibilities**

Kendal at Ithaca agrees to provide the resident with a copy of the *Resident Rights and Protections Pamphlet* and to treat each resident in accordance with the principles stated therein. This Statement will be posted in a readily visible common area at Kendal at Ithaca. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

## **13. Complaint Resolution**

Kendal at Ithaca's procedures for receiving and responding to resident grievances and recommendations for change or improvement in Kendal at Ithaca's operations and programs are attached as Exhibit 25 and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area. Please refer to regulation at Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(x).

Kendal at Ithaca. agrees that the Residents of the adult care facility may organize and maintain councils or such other self-governing body as the Residents may choose. Kendal at Ithaca agrees to address any complaints, problems, issues or suggestions reported by such Residents' Council and to provide a written report to the Residents' Council 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.

## **14. Miscellaneous Provisions**

- a. This Agreement constitutes the entire Agreement of the parties with respect to residency at Kendal at Ithaca's Enhanced Assisted Living Residence.
- b. 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.
- c. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by Kendal at Ithaca in files of Residence from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and

related documents shall be made available for inspection by the New York State Department of Health upon request at any time. Waiver by the parties of any provision in this Agreement that is required by statute or regulation shall be null and void.

**15. Agreement Authorization**

Please reference your Kendal life care contract or Kendal modified life care contract for further clarification. 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 Kendal at Ithaca Representative)

### **EXHIBIT 1.A.3 – FURNISHINGS/APPLIANCES PROVIDED BY THE OPERATOR**

RESIDENT NAME: \_\_\_\_\_

UNIT #: \_\_\_\_\_ UNIT TYPE: *Private*

UNIT LOCATION: *Kendal at Ithaca's Enhanced Assisted Living Residence*

DESCRIPTION: *Private room with private bathroom, including shower. Room has two (2) windows and a door to an outdoor patio shared with the room next door. Room measures 339.4 square feet.*

As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with:

- a standard single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition;
- a clean, comfortable, well-constructed mattress, standard in size for the bed;
- a clean comfortable pillow of average bed size;
- a chair;
- a table;
- a lamp;
- lockable storage facilities, which cannot be removed at will, for personal articles and medications;
- individual dresser and closet space for the storage of resident clothing;
- a hinged, lockable entry door;
- in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy; and
- two (2) sheets; pillowcase; at least one (1) blanket; a bedspread; towels and washcloths; soap; and toilet tissue.

**EXHIBIT I.A.4 FURNISHINGS/APPLIANCES PROVIDED BY YOU**

Residents are allowed to bring the items below. Check all those that will be furnished by You.

- ☐ Bed
- ☐ Nightstand
- ☐ Dresser
- ☐ Chair
- ☐ Bed Linen
- ☐ Pillow
- ☐ Bed Spread
- ☐ Bath Linens
- ☐ Wastebasket
- ☐ Couch
- ☐ Easy Chair
- ☐ Table
- ☐ Desk
- ☐ Bookshelf
- ☐ Other:\_\_\_\_\_

Residents are **NOT ALLOWED** to bring the items below:

|                          |                                                                  |
|--------------------------|------------------------------------------------------------------|
| Curling iron, hair dryer | Other items including heating element that could burn a resident |
| Clothes iron             | Candles                                                          |
| Coffee maker             | Clothes steamers                                                 |
| Electric blanket         | Weapons                                                          |



**EXHIBIT III.D**

**2025 Price Booklet**

**Contents:**

Monthly Fees

Miscellaneous Charges

Salon Price List

Dining Room Meal Prices Therapy Fee

Schedule Exclusions



| <b>Monthly Fees</b>              |                             |                             |
|----------------------------------|-----------------------------|-----------------------------|
| <b>Effective January 1, 2025</b> |                             |                             |
| <b>Unit Type</b>                 | <b>Single<br/>Occupancy</b> | <b>Double<br/>Occupancy</b> |
| Studio                           | \$4,355                     |                             |
| Studio (Deluxe)                  | \$4,355                     |                             |
| One BR                           | \$5,285                     | \$7,860                     |
| One BR (Deluxe)                  | \$5,350                     | \$7,930                     |
| One BR 2G                        | \$5,350                     | \$7,930                     |
| One BR w/Den                     | \$6,060                     | \$8,650                     |
| One BR w/Den (Deluxe)            | \$6,140                     | \$8,715                     |
| One BR w/Den 2G IBK              | \$6,140                     | \$8,715                     |
| One BR w/Den 2G OBK              | \$6,140                     | \$8,715                     |
| One BR w/Den 2G Plus OBK         | \$6,235                     | \$8,825                     |
| Two BR                           | \$7,060                     | \$9,650                     |
| Two BR (Deluxe)                  | \$7,140                     | \$9,715                     |
| Two BR 2G                        | \$7,140                     | \$9,715                     |
| Two BR w/Den                     | \$7,620                     | \$10,205                    |
| Two BR w/Den (Deluxe)            | \$7,700                     | \$10,285                    |
| Two BR w/Den 2G OBK              | \$7,700                     | \$10,285                    |
| Two BR w/Den 2G Plus OBK         | \$7,810                     | \$10,395                    |
| Farmhouse                        | \$7,700                     | \$10,285                    |

| <b>Miscellaneous Charges</b>                       |                                |              |
|----------------------------------------------------|--------------------------------|--------------|
| <b>Kendal at Ithaca</b>                            |                                |              |
| <b>Effective Jan. 1, 2025</b>                      |                                |              |
| <b>Description</b>                                 | <b>Amount</b>                  |              |
| Beauty Salon                                       | See attachment                 |              |
| Dining: Catering Charges                           | Contact Catering<br>Department | 607.266.5327 |
| Dining: Meal Charges                               | See attachment                 |              |
| A la carte menu also available                     |                                |              |
| DNR Bracelet/Pendant                               | \$6.50                         |              |
| Extra Maintenance Charges                          | \$60.00                        | Per Hour     |
| Extra Housekeeping Charges                         | \$45.00                        | Per Hour     |
| Extra Laundry Charges (independent residents only) | \$9.75                         | Per Load     |

|                                                                  |                                  |             |
|------------------------------------------------------------------|----------------------------------|-------------|
| Information Technology consulting (first 15 min. free)           | \$60.00                          | Per hour    |
| Guest Room - Single (Room 295)                                   | \$80.00                          |             |
| Guest Room - Double (Room 295)                                   | \$100.00                         |             |
| Guest Room - Single (Room 129)                                   | \$80.00                          |             |
|                                                                  |                                  |             |
| Try-Us Cottage - Priority List Member                            | \$65.00                          |             |
| Try-Us Cottage - Non-Member, 1 or 2 people                       | \$105.00                         |             |
| Try-Us Cottage - Non-Member, more than 2 people                  | \$125.00                         |             |
| Storage Fee                                                      | \$150.00                         |             |
| Key Replacement                                                  | \$3.75                           |             |
| Medical Billing Charges                                          | \$32.00                          | Per Hour    |
| Medical Record Copies                                            | \$0.75                           | Per copy    |
| Medical Supplies* (excluding T-House residents)                  | *Subject to vendor cost increase |             |
| Tena Serenity Ultimate Pads                                      | \$21.00                          | Per Package |
| Shaped Pads (medium)                                             | \$18.00                          | Per Package |
| Shaped pads (small)                                              | \$17.00                          | Per Package |
| Tena Small Pull ups                                              | \$14.00                          | Per Package |
| Tena Med Pull ups                                                | \$14.00                          | Per Package |
| Tena Large Pull ups                                              | \$14.00                          | Per Package |
| Breathable brief-Large, XL                                       | \$14.00                          | Per Package |
| PF Vinyl gloves-Small, Med, Large, XL                            | \$10.00                          | Per Package |
| Returned Check Fee                                               | \$30.00                          |             |
| Telephone Charges in Health Center (if using Kendal phone)       | \$30.00                          | Per Month   |
| Long distance calls                                              | Per itemized call                |             |
| Therapy Fee Schedule for Medicare & Insurance                    | See attachment                   |             |
| Transportation Charges : Bus trips                               |                                  |             |
| Non-Kendal covered trips:                                        | \$4.00                           | Per Trip    |
|                                                                  |                                  |             |
| Mileage charge (*IRS mileage rate; subject to change)            | 0.67                             | Per mile    |
| Plus cost of staff in 15 minute increments Driver (regular rate) |                                  |             |
|                                                                  | \$25.00                          | Per Hour    |

Kendal at Ithaca 2025 Salon Price List

|                                                                    |          |
|--------------------------------------------------------------------|----------|
| Shampoo                                                            | \$13.00  |
| Shampoo & set or blow dry                                          | \$30.00  |
| Haircut with or without shampoo (no blow dry)                      | \$32.00  |
| Haircut with shampoo and blow dry or set                           | \$40.00  |
| Hair color with shampoo and style                                  | \$71.00  |
| Hair color with cut and style                                      | \$81.00  |
| Additional color (add to Hair color with cut and style)            | \$34.00  |
| Permanent *longer hair additional charge may apply for product use | \$98.00  |
| Permanent for color treated hair                                   | \$101.00 |
| Foil highlights starting at ....                                   | \$99.00  |
| Hot Oil treatment                                                  | \$13.00  |
| Brow, lip or chin waxing                                           | \$15.00  |
| Leg shave                                                          | \$23.00  |
| Barber cut                                                         | \$22.00  |
| Beard trims                                                        | \$9.00   |
| Facial Hair Shave                                                  | \$21.00  |
| Manicure                                                           | \$25.00  |
| Manicure with polish                                               | \$27.00  |
| Paraffin hand dip                                                  | \$14.00  |
| Polish change                                                      | \$14.00  |
| Toe or Fingernail nail clip only                                   | \$19.00  |
| Partial pedicure                                                   | \$26.00  |
| Pedicure                                                           | \$46.00  |
| Facials starting at .....                                          | \$49.00  |

\*If you need to cancel your appointment, please do so **24** hours before your scheduled time or you may be charged the appointment price.

**Dining Room Meal Prices**  
Effective January 1, 2025

| Dining Room                                                              | Meal                                                | Residents<br>(No Sales Tax) | Visitors<br>(With Sales Tax) |  |
|--------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------|------------------------------|--|
| Catering arrangements-- Call 266-5327                                    |                                                     |                             |                              |  |
| Café                                                                     | Preview of Pricing & Cafe menu.                     |                             |                              |  |
| Please visit the café for the full menu and daily specials.              |                                                     |                             |                              |  |
|                                                                          | Breakfast Daily Special                             | \$4.00                      | \$4.32                       |  |
|                                                                          |                                                     |                             |                              |  |
|                                                                          | Lunch & Dinner                                      |                             |                              |  |
|                                                                          | Salads (+ protein extra cost)<br>½ salads available | \$8.00- \$10.00<br>\$ 6.00  | \$8.64-\$10.80<br>\$6.48     |  |
|                                                                          | Entrees served with 1 side                          | \$8.00-\$14.00              | \$8.64 -\$15.12              |  |
|                                                                          | Featured sandwiches with 1 side                     | \$8.00-\$10.00              | \$8.64-\$10.80               |  |
|                                                                          | Build your own sandwich                             | \$6.00                      | \$6.48                       |  |
|                                                                          | Pizza with up to 3 toppings                         | S: \$9.00 L:\$15.00         | S: 9.72 L: 16.20             |  |
|                                                                          |                                                     |                             |                              |  |
| Windows                                                                  | Lunch                                               | \$14.70                     | \$15.88                      |  |
|                                                                          | Children (child age 12 and younger)                 | \$7.65                      | \$8.26                       |  |
|                                                                          | Windows carry out package                           | \$10.85                     | \$11.72                      |  |
|                                                                          |                                                     |                             |                              |  |
|                                                                          | Dinner                                              | \$18.90                     | \$20.41                      |  |
|                                                                          | Children (child age 12 and younger)                 | \$ 8.40                     | \$9.07                       |  |
|                                                                          | Windows carry out package                           | \$13.35                     | \$14.42                      |  |
|                                                                          |                                                     |                             |                              |  |
|                                                                          | Sunday Brunch                                       | \$18.90                     | \$20.41                      |  |
|                                                                          | Children (child age 12 and younger)                 | \$8.40                      | \$9.07                       |  |
|                                                                          | Windows carry out package                           | \$13.35                     | \$14.42                      |  |
|                                                                          |                                                     |                             |                              |  |
| Holiday Meals                                                            |                                                     | \$29.40                     | \$31.75                      |  |
| Easter, Thanksgiving, Christmas, New Year's Eve, Mother's & Father's Day |                                                     |                             |                              |  |
|                                                                          |                                                     |                             |                              |  |
| Meal Delivery                                                            | Lunch and Dinner delivery available                 | \$4.25                      | \$4.86                       |  |

*Ala carte items -- as posted or listed in the dining rooms. Marketplace - Not meal plan eligible.*

2025 **Away** meal credit (off Campus 14+ days): \$6.25 per day.

**\*If you are off the meal plan, you are not eligible for the Away meal credit of \$6.25 per day\***

Monthly Meal Credit \$190.50 (January 1, 2025 - June 30, 2025) Effective  
07/01/25 Monthly Meal Credit \$91.25

| <b>Therapy Fee Schedule Charged to Medicare and Insurance</b> | <b>Amount</b> |              |
|---------------------------------------------------------------|---------------|--------------|
| Physical Therapy Initial Evaluation                           | \$ 180.00     |              |
| Physical Therapy Reevaluation                                 | \$ 125.00     |              |
| Occupational Therapy Initial Evaluation                       | \$ 180.00     |              |
| Occupational Therapy Reevaluation                             | \$ 125.00     |              |
| Therapeutic Exercise                                          | \$ 50.00      | / 15 minutes |
| Neuromuscular Re-education                                    | \$ 55.00      | / 15 minutes |
| Gait Training                                                 | \$ 50.00      | / 15 minutes |
| Ultrasound                                                    | \$ 35.00      |              |
| Iontophoresis                                                 | \$ 35.00      |              |
| Electric Stimulation                                          | \$ 45.00      |              |
| Whirlpool                                                     | \$ 75.00      |              |
| Aquatic Therapy                                               | \$ 35.00      | / 15 minutes |
| Massage                                                       | \$ 40.00      | / 15 minutes |
| Joint Mobilization                                            | \$ 50.00      | / 15 minutes |
| Wheelchair Training                                           | \$ 35.00      | / 15 minutes |
| Hot and cold packs                                            | \$ 10.00      |              |
| Paraffin Bath                                                 | \$ 55.00      |              |
| Prosthetic Training                                           | \$ 72.00      | / 15 minutes |
| Orthotic Training                                             | \$ 50.00      | / 15 minutes |
| Cognitive Training                                            | \$ 50.00      | / 15 minutes |
| Vocational Rehabilitation                                     | \$ 50.00      | / 15 minutes |
| ADL Training                                                  | \$ 50.00      | / 15 minutes |
| Speech Therapy Language Evaluation                            | \$ 180.00     |              |
| Speech Therapy Language Treatment                             | \$ 120.00     |              |
| Speech Therapy Swallow Evaluation                             | \$ 200.00     |              |
| Speech Therapy Swallow Treatment                              | \$ 120.00     |              |
| Oral Speech Device Evaluation                                 | \$ 180.00     |              |
| Modify Oral Speech Device                                     | \$ 120.00     |              |
| Assessment Aphasia                                            | \$ 180.00     |              |

To the extent that the following are not Medicare eligible medical services, the Resident may be solely responsible for payment:

Drugs available without a prescription (even if prescribed)  
Prescription drugs not on our formulary (unless determined to be medically necessary by one of our physicians)  
Refractions Eye glasses  
Contact lenses Hearing  
aids Dentistry Dentures  
Dental inlays  
Incontinence supplies  
Podiatry Chiropractic services  
Treatment for alcohol or drug abuse  
Diagnosis and therapy for psychiatric disorders Home care services

For residents with a **Modified Continuing Care Contract**, in addition to the above exclusions, the following are YOUR responsibility:

All costs associated with physician services All costs associated with  
hospitalization  
Drugs with and without a prescription (even if prescribed)

**EXHIBIT III.D -- RATE OR FEE SCHEDULE****RESIDENT NAME:** \_\_\_\_\_**UNIT #:** \_\_\_\_\_

| <b>A. Your Basic Rate</b><br><br><b>(Housing Accommodations and Services + Basic Services)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>\$</b>   |              |             |                                                                                                     |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|-------------|-----------------------------------------------------------------------------------------------------|----|
| <p>The Basic Rate includes costs associated Housing Accommodations and Basic Services as outlined in Section 1.A and B of this Agreement. Fees associated with this Basic Rate are outlined below:</p> <p><b>Housing Accommodations and Services: \$</b> _____</p> <table border="1"><thead><tr><th>Living Space</th><th>Monthly Fee</th></tr></thead><tbody><tr><td><input checked="" type="checkbox"/> 1 private bedroom with private bath, with 339.4 square footage.</td><td>\$</td></tr></tbody></table> <p><b>Basic Services: \$</b> _____</p> <p><i>Including a minimum of 3.75 hours of personal care services including include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication.</i></p> |             | Living Space | Monthly Fee | <input checked="" type="checkbox"/> 1 private bedroom with private bath, with 339.4 square footage. | \$ |
| Living Space                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Monthly Fee |              |             |                                                                                                     |    |
| <input checked="" type="checkbox"/> 1 private bedroom with private bath, with 339.4 square footage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$          |              |             |                                                                                                     |    |
| <b>B. Your Tiered Billing Rate</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$ 0</b> |              |             |                                                                                                     |    |
| <p><b><u>Kendal at Ithaca</u></b> <input type="checkbox"/> does <input checked="" type="checkbox"/> does not utilize tiered fee arrangements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |             |                                                                                                     |    |



The assessment conducted, in consultation with Your Physician has determined that the following Level of Care is appropriate to provide You with the services You need. You, Your Representative, or Your Legal Representative agree to pay the additional fees required.

Level of Care: **Enhanced Assisted Living**

Monthly Rate: **no additional charge**

|                                                |           |
|------------------------------------------------|-----------|
| <b>C. Your Supplemental or Additional Fees</b> | <b>\$</b> |
|------------------------------------------------|-----------|

You have opted to receive the following supplemental or additional services and associated fees, outlined in Exhibit III.D:

**YOUR TOTAL MONTHLY RATE \$**

## **EXHIBIT 1.D - PRIVATE PAY HOME CARE SERVICES POLICY AND ADDENDUM**

**POLICY:** It is the responsibility of Kendal at Ithaca to meet the hands-on care needs of residents of the Enhanced Assisted Living Residence at Kendal at Ithaca. Kendal at Ithaca retains sole responsibility for the functions of case management and supervision of residents. However, residents of Kendal at Ithaca's adult care facility and their representatives have the right to choose their health care providers, including private-pay home care service providers.

Kendal at Ithaca will support residents' and representatives' preferences of private-pay home care services by engaging in supervision and case management practices to ensure that any outside provider, including privately paid providers, when applicable, are meeting the intended care needs of the resident. Private-pay home care services refer to licensed home care services agencies (LHCSA) or certified home health agencies (CHHA) selected by a resident to provide personal or home health care services that will be paid for privately by the resident. A personal care aide or home health aide providing services must be listed on the NYS Home Care Worker Registry and be actively employed by the LHCSA or CHHA that has an arrangement with the resident to provide care.

Home care services are defined as (a) personal care services provided to persons at home by a home care services agency; (b) home health aide services; (c) personal care services; (d) homemaker services; (e) housekeeper or chore services. Kendal at Ithaca does not currently contract with any providers of home care or personal care services. These services must be retained and paid for independently by the resident/representative. Public funds may be available for payment for residential, supportive, or home health services, including but not limited to Medicare coverage of certified home health agency services through Visiting Nurse Services, and hospice services.

**PURPOSE:** The purpose of this policy is to clarify the rights of Kendal at Ithaca residents to employ private-pay aides; Kendal at Ithaca's roles and expectations; and the roles of LHCSA, CHHA, and individuals providing private pay home care services in Kendal at Ithaca's adult care facility.

### **PROCEDURE:**

1. Social Work will ensure that resident/representative understands Kendal at Ithaca's policy about private-pay home care services upon admission and, again, if/when the resident/representative engages a LHCSA or CHHA.
2. Resident/representative will sign the attached Addendum, which includes:
  - a. Acknowledgement of receipt of this Policy; and
  - b. Private-pay Home Health Care Aide Agreement.
3. Residents/representatives wishing to employ private-pay home care services will contact the Social Work Department in advance of retaining a private-pay home health care aide.
4. Social Work will confirm that the personal care aide or home health aide providing services is listed on the NYS Home Care Worker Registry and be actively employed by the LHCSA or CHHA approved to provide services in Tompkins County and has an arrangement with the resident/representative to provide care. Prior to performing services, the LHCSA or

CHHA must:

- a. Provide all relevant admission materials to both the resident and Kendal to be maintained in the resident's record.
  - b. Provide the name and contact information of the supervisor who will oversee care delivered by the LHCSA or CHHA personnel and a communication plan.
  - c. Ensure that each employee providing care and services participates in an EALR orientation.
  - d. Review this policy and sign a statement confirming that they have reviewed and understand the policy.
5. The interdisciplinary team will work with the resident/representative to establish times, hours, and appropriate tasks for the private-pay aide.
6. In advance of the initiation of private pay home care services, Social Work will orient and provide the LHCSA or CHHA aide and resident/representative:
  - a. Kendal at Ithaca Private-Pay Home Care Service Agreement
  - b. Corporate Compliance Code of Conduct tri-fold brochure and acknowledgment form
  - c. Orientation to applicable EALR policies and procedures
7. Employees of Kendal at Ithaca are not permitted to be employed by residents/ families as paid companions or aides.
8. When the NYS Commissioner of Health has determined that influenza is widespread in New York, private aides who have not been vaccinated against influenza in the current flu season must wear a mask whenever they are in the community center.
9. During COVID-19 pandemic, private aides must wear a mask whenever they are within six feet of a resident.
10. Personnel under an optional agreement for private pay home care services are not allowed to provide assistance with or administration of medications.
11. Kendal at Ithaca will provide all necessary services (at no additional cost) to the resident should the LHCSA or CHHA not be available to provide services.
12. Private-pay aides will sign in/out every time they come/go from the facility in the log kept at the nurses' desk of the adult care facility at Kendal at Ithaca
13. Private-pay aides will provide Kendal at Ithaca social worker with anticipated hours and services to be provided on a weekly basis and will immediately report any concerns regarding the resident's condition, abrupt or progressive changes in behavior or any concerns with the delivery of services to the Kendal at Ithaca. Registered Nurse responsible for the EALR.
14. Kendal at Ithaca will not rely on LHCSA and CHHA aides to implement emergency and evacuation procedures.
15. Private-pay aides will be invited to all care plan meetings.
16. Supervision of Care: Kendal at Ithaca Registered Nurse responsible for the EALR will review weekly reports provided by private-pay aide and will observe interactions and ensure that identified needs are being met. All reports and communications from the

17. Private-pay aide services will not be utilized to compensate for residents who do not meet retention standards of existing licensure and certification unless the resident's record clearly documents persistent efforts to place the resident in a clinically appropriate setting.
18. Kendal at Ithaca reserves the right to ask any private-pay home health aide to leave the community for failing to comply with this agreement or for inappropriate behavior.
19. Kendal at Ithaca shall be responsible for the following documentation, which will be made available to the Department of Health upon request:
  - a. Signed documentation of LHCSA and CHHA employees showing orientation to EALR policies will be maintained for a minimum of 18 months.
  - b. Sign in/out logs shall be maintained for a minimum of 18 months

You, the Resident, or the Resident's Legal Representative, may contract with an outside agency to provide private pay home care services. If the agency you contract with is unable to deliver services and terminates the agreement, or if you terminate the agreement, Kendal at Ithaca will provide necessary services until an alternative arrangement can be made. All private pay caregivers must be approved by the Kendal at Ithaca Registered Nurse responsible for the EALR prior to the commencement of services and a copy of your contract with the agency must be maintained in your record.

|                                                          |            |
|----------------------------------------------------------|------------|
| _____                                                    | Date _____ |
| (Signature of Resident)                                  |            |
| _____                                                    | Date _____ |
| (Signature of Resident's Representative)                 |            |
| _____                                                    | Date _____ |
| (Signature of Resident's Legal Representative)           |            |
| _____                                                    | Date _____ |
| (Signature of Operator or the Operator's Representative) |            |



## **EXHIBIT 20 - RULES OF THE RESIDENCE**

As an Enhanced Assisted Living Residence, Kendal at Ithaca. must comply with New York State regulations for adult care facilities (adult home), as well as Enhanced Assisted Living Residence facilities. In addition, Kendal at Ithaca must adhere to additional ongoing guidance provided by the New York State Department of Health.

Kendal at Ithaca is a smoke-free campus. The only place smoking is permitted in an independent apartment or cottage.

Alcohol is permitted by doctor's order. It may only be stored in a resident's room if authorized by the resident's physician.

There are no curfews, but residents are asked to notify staff if they plan to be gone overnight.

Residents may have visitors when they wish.

Pets are permitted if the resident is able to care for them or arrange for appropriate family or privately contracted assistance with care. The pet must not interfere with other residents, must remain in the resident's room, and may not enter dining areas. Frequent vomiting or other unsanitary conditions may be a reason a pet may no longer remain in the facility.

Residents may not keep inflammable or toxic substances such as candles, pesticides, or laundry products in their rooms.

Residents may not receive meal trays in their rooms unless infection control measures require tray service on a temporary basis.

Residents who operate power mobility devices must do so without creating a risk of harm to themselves or other residents.

Fire drills are held regularly, and residents must participate.

Residents are expected to treat their fellow residents with kindness and respect.

**EXHIBIT 25 – OPERATOR PROCEDURES: COMPLAINT RESOLUTION**  
**RESIDENT GRIEVANCES AND RECOMMENDATIONS**

**POLICY:**

A resident has the right to voice grievances or recommendations without discrimination or reprisal. All residents are invited to attend monthly Health Center Resident Council meetings and encouraged to raise suggestions for improvements in quality of life in the facility. The facility will investigate and respond to all resident grievances and recommendations. Any grievance or recommendation will be held in strictest confidence and the anonymity of the resident will be preserved. Both the resident and the complainant will be notified verbally of the progress of the investigation within 10 days and will be notified in writing of the final disposition of the investigation with 21 days.

**PROCEDURE:**

A grievance or recommendation may be presented to the Grievance Officer or designee in person or may be submitted anonymously in written form. Boxes labeled “Grievances and Formal Complaints” are located in the Lucretia Mott dining room and next to the residents’ US Mailboxes for anonymous submissions.

The facility will document the receipt, review, investigation, and disposition of every grievance or recommendation, including the name of the complainant and resident (unless anonymous), a summary of the complaint, and the staff designated to conduct the review and investigation.

All facility staff will receive in-service education regarding the facility policy and procedures for grievances and recommendations during orientation and annually thereafter.

All residents will be informed of the facility policy and procedures for the grievances and recommendation upon admission, and at least annually thereafter, via the Residents’ Council.

The Grievance Officer or designee will maintain written documentation of all grievances.

The Grievance Officer or designee will meet with the resident and/or complainant to review the complaint (unless submitted anonymously) and may assist them in completing the grievance forms. Forms will be available by the box labeled “Grievances and Formal Complaints” by the residents’ US Mailboxes and in the Lucretia Mott dining room, from Kendal at Ithaca staff, and in the Grievance Officer’s office. Completed forms will be submitted to the Grievance Officer or designee.

Any allegation of abuse or neglect will be investigated immediately.

For other grievances the Grievance Officer or designee will initiate the investigation within 48 hours of receipt of the grievance. The Grievance Officer or designee will coordinate with the appropriate department(s) for further investigation. The investigation will conclude as soon as possible, but no later than 21 days after the initiation of the investigation. Findings and recommendations for corrective action will be documented by the Grievance Officer.

The Grievance Officer or designee will notify the resident/complainant verbally of the progress of the investigation within 10 days of receipt of the grievance (unless submitted anonymously). The Grievance Officer or designee will notify the resident/complainant of the final disposition of the grievance, in writing, within 21 days of receipt or sooner (unless submitted anonymously).

If a complaint is submitted anonymously and there is no breach of confidentiality, the Grievance Officer will post a written description of the grievance and the final disposition on the bulletin board outside the Kendal at Ithaca, Inc. Activities Room.

The Grievance Officer will maintain a copy of the completed grievance/complaint report, as well as maintain a log in his/her office.

The Grievance Officer will report on grievances at the Quarterly Quality Assurance and Performance Improvement Committee meeting.



**EXHIBIT II.1 - CONSUMER INFORMATION GUIDE**

**CONSUMER INFORMATION GUIDE:  
ASSISTED LIVING RESIDENCE**

## TABLE OF CONTENTS

|                                                           | <b>Page</b> |
|-----------------------------------------------------------|-------------|
| Introduction                                              | 3           |
| What is an Assisted Living Residence?                     | 3           |
| Who Operates ALRs?                                        | 4           |
| Paying for an ALR                                         | 4           |
| Types of ALRs and Resident Qualifications                 | 4           |
| Basic ALR                                                 | 4           |
| Enhanced ALR (EALR)                                       | 5           |
| Special Needs ALR (SNALR)                                 | 5           |
| Comparison of Types of ALRs                               | 6           |
| How to Choose an ALR                                      | 7           |
| Visiting ALRs                                             | 7           |
| Things to Consider                                        | 7           |
| Who Can Help You Choose an ALR?                           | 8           |
| Admission Criteria and Individualized Service Plans (ISP) | 9           |
| Residency Agreement                                       | 9           |
| Applying to an ALR                                        | 9           |
| Licensing and Oversight                                   | 10          |
| Information and Complaints                                | 10          |
| Glossary of Terms Related to Guide                        | 11          |

## 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/](http://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](http://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***

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

## HOW TO CHOOSE AN ALR

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

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

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

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

**Location:** Is the residence close to family and friends?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**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.

**KENDAL AT ITHACA  
ENHANCED ASSISTED LIVING RESIDENCE  
ADDENDUM TO  
RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between Kendal at Ithaca, Inc., the *Operator*, and

\_\_\_\_\_ (Resident or You),

\_\_\_\_\_ (Resident's Representative, if any),

\_\_\_\_\_ (Resident's Legal Representative" if any).

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

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

**I. Enhanced Assisted Living Certificates**

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Kendal at Ithaca located at 2230 N. Triphammer Road, Ithaca, NY 14850

**II. Physician Report**

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

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

**III. Request for and Acceptance of Admission**

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

**IV. Specialized Programs, Staff Qualifications, and Environmental Modifications**

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

- Services to be provided in the Enhanced Assisted Living Residence;
- Staffing levels;

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

#### V. Aging in Place

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

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

If you reach the point where You are in need of 24-hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home, or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement 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 provisions of such additional nursing, medical, or hospice care, You can be safely cared for in the Residence, and would not require placement in a hospital, nursing home, or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32;

AND

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

AND

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

VII. Addendum Agreement Authorization

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
*(Signature of Operator or Operator's Representative)*

\_\_\_\_\_  
Date

## **EALR # 1 ADDITIONAL DISCLOSURES FOR ALL ENHANCED ASSISTED LIVING RESIDENTS**

### **Services to be provided in the Enhanced Assisted Living Residence (if applicable):**

- a. Assistance with bathing, grooming, dressing, toileting
- b. Assistance with transferring with gait belt
- c. Assistance with ambulating
- d. Assistance with climbing or descending stairs
- e. Assistance with medical equipment, including walkers, wheelchairs, hospital beds, commodes, glucometers, oxygen equipment, and CPAP machines
- f. Assistance with the management of chronic incontinence
- g. Nursing services including:
  - Performing simple measurements and tests to routinely monitor medical conditions including vital signs
  - Assistance with injections
  - Medication administration (including PRN medications)
  - Assistance with eye drop administration
  - Application of medicated lotions and creams
  - Dressing changes
  - Ostomy care after the ostomy has achieved normal function, including cleaning, changing, and irrigating
  - Indwelling and condom catheter care
  - Cardiopulmonary resuscitation (all care staff are certified in CPR)
  - Assessment by Registered Nurses
  - Application of ACE wraps by LPNs and RNs

### **Staffing Levels and Staff Education:**

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to provide required supervision and perform all the tasks necessary to meet the Residents' needs. The enhanced program will be staffed with resident care aides, (may be a Certified Nurses Aide or Home Health Aide). Licensed Practical Nurses, and registered nurses to provide supervision and meet the needs of Residents at all times. The staffing plan will be adjusted to meet the needs and census of Residents enrolled in the enhanced program. There is a comprehensive activities program with an activities staff that plans and conducts activities designed to promote Residents' activity in the Residence.

### **Days:**

5 days a week, one R.N. Case Manager 8:00 A.M. to 4:30 P.M.

6 days a week, either R.N. or L.P.N coverage, 6:45 A.M. to 3:15 P.M.

7 days a week, 2–3 Resident Care Aides

**Evenings:**

5 days a week, an L.P.N, 2:45 P.M. to 11:15 P.M.

7 days a week, 2–3 Resident Care Aides

**Nights:**

10:45 P.M. to 9:15 A.M.

7 days a week, one or two Resident Care Aides

Staff education and training experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence:

The R.N. Case Manager will be a graduate of an approved school of Nursing and maintain current licensure by N.Y.S. as a Registered Nurse. All L.P.N.s are graduates of an approved school of Practical Nursing and maintain current licensure by N.Y.S. as a Licensed Practical Nurse.

All R.N.s, L.P.N.s, and R.C.A.s attend a full day general orientation and then are assigned a preceptor to orient them to their specific job duties and responsibilities. In addition, they receive a minimum of 12 hours of ongoing, in-service education annually in topics applicable to their responsibilities.

**Any Environmental Modifications that have been made to protect the health, safety, and welfare of persons in the Residence:**

- Added two-hour fire wall to between the EALR and SNF.
- Fire Sprinkler system installed in all occupied living spaces.
- Nurse call bell system installed in all resident bathrooms and bedrooms.
- Red emergency power outlets installed in all resident rooms.
- Installed emergency wireless pull stations in public restrooms.
- Installed the SARA system which works with the emergency pendants (wearable) for residents (For those residents who may benefit from this additional safety feature, we can track the location of the pendant on the KAI campus).
- Installed a fire alarm in all resident living spaces, which is monitored 24 hours, 7 days per week.
- Installed grab bars in toilet and shower areas, additional installation available based on individual resident requests.
- Installed non-skid flooring in resident shower stalls.
- Installed non-skid bathmats in every resident bath.
- Installed security camera in place by health center entrance.
- Installed alarms for the patio door, bed and chair for each resident's room (as needed as part of the Individual Service Plan). Alarms are also located in courtyards and activated in winter months.
- Handrails installed in resident hallways.
- Resident showers are equipped with anti-scald devices.
- Installed  $\frac{3}{4}$  hour fire rated doors on all resident rooms.
- A NFPA 13 automatic sprinkler system throughout the building.
- A supervised smoke-detection system throughout the building, including all bedrooms.

- Fire protection systems directly connected to a 24-hour, 7 days a week monitoring agency who is responsible for notifying 911.
- Handrails on both sides of all resident-use corridors and stairways.
- A centralized emergency call-system in all bedrooms easily reachable from bedside and in all resident-use toilet and bathing areas, easily reachable from each fixture.
- Smoke barriers to divide each floor into at least two smoke compartments, neither of which have corridors exceeding 100 feet in length.
- All bedrooms are limited to single or double occupancy.
- Minimum corridor widths are 60 inches.
- Minimum door widths are 32 inches to assure wheelchair accessibility.