

IVY LODGE
RESIDENCY AGREEMENT

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ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM
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VEHICLE ADDENDUM

RESIDENCY AGREEMENT

I. Recitals

A. Recitals

This agreement is made between New Ivy Lodge LLC d/b/a Ivy Lodge (the “Operator”) and _____ (the “Resident” or “You” ”), _____ (the “Resident’s Representative”, if any) and _____ (the “Resident’s Legal Representative”, if any).

You have requested to become a Resident at Ivy Lodge and we have accepted your request. This Agreement, with addenda, constitutes the entire Agreement of the parties. 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.

The parties agree that Assisted Living Residency Agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

The Operator is licensed by the New York State Department of Health to operate at 108 Main Street, Saugerties, NY 12477 an Assisted Living Residence (“The Residence”) known as “Ivy Lodge” and as an Adult Home. The Operator is also certified to provide Enhanced Assisted Living Residence (EALR) Services and Special Needs Assisted Living Residence (SNALR) Services at this location.

B. Licensure/Certification Status

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

II. Housing Accommodations and Services

Beginning on [MM/DD/YYYY], the Operator shall provide to you the housing accommodations and services described below for a shared Room in the Residence, subject to the other terms, limitations and conditions contained in this Agreement.

A. Housing Accommodations

1. Your Living Space. This agreement entitles you to occupy Room/Studio# _____ ☐ a private or ☐ semi-private living space, as described in Exhibit II.A., subject to the terms of this Agreement.

2. Common Areas. You will be able to use the common areas at the Residence for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m. for scheduled group activities

or unscheduled group or individual recreation. Specifically, you will be provided with unrestricted access the following general-purpose rooms throughout the Residence; living room, front parlor, library, porches, dining room, and outdoor spaces.

Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.

3. Furnishings/Appliances Provided by The Operator: Attached as Exhibit II.B.

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. If you wish to register as part of this agreement those furnishings you are bringing with you when you move in you may do so on Exhibit II.C. Although we will make every reasonable effort to assist you in preserving your property from loss or harm, we will not monitor those items you, your representatives or others bring in or take out of your Room, nor can we guarantee the safety of your possessions in your Room. We recommend that you refrain from keeping irreplaceable items in your Room and that you obtain insurance on the contents (Renters Policy) to protect your valuables. Such Exhibit also contains any limitations or conditions concerning what type of appliances are not permitted (e.g., due to amperage concerns, etc.).

B. Basic Services

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

1. Meals and Snacks. Ivy Lodge offers three (3) nutritionally well-balanced meals, and one (1) evening snack per day. Coffee, beverages and food are provided 24 hours a day in the dining room and are included in Your Base Rate. Low concentrated sugar, low sodium and lactose free diets will be available to you if requested and if included in your Individualized Service Plan.
2. Activities. The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
3. Housekeeping. Thorough housekeeping is provided weekly and light housekeeping daily as needed.
4. Linen Service. The Operator will provide you with towels and washcloths, a pillow, a pillowcase, at least one (1) blanket, two (2) bed sheets, and a bedspread, all clean and in good condition.
5. Laundry of Your Personal Washable clothing. Weekly laundry of your personal washable clothing is included in the monthly base fee. If you prefer, you may use the common washer and dryer at no charge at designated hours available for resident personal laundry.
6. Supervision on a 24-hour basis. The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law and required by the New York State Department of Health.

7. Case Management. The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of your needs and interests, information and referral, and coordination with available resources to best address your identified needs and interests.
8. Personal Care. 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 consumptions, 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 may require that the resident pay a higher monthly fee. Detailed fees are included in Exhibit III.A. of this Agreement's rate or fee schedule.
9. Medication Assistance: The Operator will provide assistance with medication acquisition, storage and disposal, as well as assistance with self-administration of medication.
10. Development of Individualized Service Plan, An Individualized Service Plan will be developed 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 III.B. and Exhibit III.C. which is attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional, supplemental or community fee that you may need to pay us directly or to another agency with arrangements with us. The exhibit states who would provide such services or amenities, if other than the Operator.

III. Fees

A. Base Rates

Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section II.B. are included in a single fee, or a tiered fee basis, where charges for Basic Services in Section II.B. 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 operates on a flat fee basis.

1. Flat Fee Arrangements

The (Select all that apply)

☐ Resident

☐ Resident's Representative

☐ Resident's Legal

Representative

☐ Other, please specify: Insert Other, if applicable

agree that they will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section II. B. of this Agreement (the "Basic Rate"). The Basic Rate as of the date of this agreement is (\$Insert dollars per month).

B. Additional Fees

1. 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 refunds 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 Ivy Lodge, or to reject the Community fee and thereby reject residency at Ivy Lodge. See Exhibit III.B.
2. 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.C.
3. Resident's Responsibility for Personal Items and Amenities. Residents are responsible for their own supplies, including toiletries and incontinence products, if any.

C. Rate or Fee Schedule

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

D. Billing and Payment Terms

Payment for each month is due by the third (3) day of that month. Checks should be made out to New Ivy Lodge LLC and delivered by hand or mailed to Ivy Lodge, 108 Main Street, Saugerties, NY 12477. A late fee of \$20 may be imposed for payments that are later than the 8th of the month as well as for checks that are returned by your bank.

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, the Operator may issue a notice of termination, as more fully described in Section XII.

E. Adjustments to Base Rate and to Additional/Supplemental Fees

You have the right to written notice of any proposed increase of the Base Rate or any Additional Fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.

The 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 refunds 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 Ivy Lodge, or to reject the Community fee and thereby reject residency at Ivy Lodge.

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, we may increase such Rate or Fee upon less than forty-five (45) days written notice.

If we provide additional care, services or supplies upon the express written order of your primary physician, we may, through an amendment to this Agreement, increase the Base Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.

In the event of any emergency which affects you, the Operator may assess additional charges for your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section II.A. above in the event of Your absence. The charge for this reservation is **\$Insert charge** per month. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The [basic] length of time the space will be reserved is in effect so long as you continue to pay the established rate and this Agreement is not otherwise terminated.

A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section X of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after Your discharge, the Operator 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 Ivy Lodge, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any, and any property or things of value held in trust or custody by under section V of this agreement. The operator shall also return to you any money that comes into Operator's possession after your discharge by forwarding such funds to You. The Operator shall contact you to retrieve any property or items of value that come into the possession of the Operator after your discharge or transfer and allow You at least three (3) days to pick up such items.

V. Transfer of Funds or Property to the Operator

If you wish to voluntarily transfer money, property or things of value to the Operator when you move in or at any other time, and the Operator has agreed to accept such transfer, you must enumerate the items given or promised to be given and attach to this agreement a listing of the items given to be transferred. Such listing is attached as Exhibit IV.A.. And is made a part of this Agreement. Such listing shall include any agreements made by third parties for your benefit.

VI. Resident Death

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

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

VII. Property Or Items Of Value Held In The Operator's Custody For You.

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this agreement a listing of such items as Exhibit IV.B. which shall be made a part of this Agreement.

VIII. Fiduciary Responsibility for Resident Funds

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

IX. Tipping

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

X. Personal Allowance Accounts

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law. The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with You or Your Representative. You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds. 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/temporaryassistance/>.

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.

XI. Admission and Retention Criteria for an Assisted Living Residence

- A. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care

needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the basis of an individual's mobility impairment, and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state, and local laws.

- B. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
- C. The Operator has conducted such evaluation of yourself and has determined that you are appropriate for admission to this Residence, and that the Operator is able to meet your care needs within the scope of services authorized under the law and within the scope of services determined necessary for you under Your Individualized Services Plan.
- 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. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
- F. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, you will no longer be appropriate for residency in this Basic Residence. If this occurs, we will take the appropriate action to terminate or amend this Agreement, pursuant to Section X of the Agreement. However, since we have an approved Enhanced Assisted Living Certificate, if we are able and willing to meet your needs, you may be eligible for residency in our Enhanced Assisted Living unit at a fee appropriate to that level of service.
- G. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - a. Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
 - b. Have chronic unmanaged urinary or bowel incontinence; or
 - c. Who require EALR services offered by the community, which are listed in the EALR addendum.
- H. 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.

XII. Termination and Discharge

This Residency Agreement and residency at Ivy Lodge may be terminated in any of the following ways:

1. By mutual agreement between You and the Operator
2. Upon at least thirty (30)-days' written notice, from You or Your Representative to the Operator, of your intention to terminate the agreement and leave Ivy Lodge;
3. Upon thirty (30) days written notice from us to You, Your Representative, your next of kin, the person designated in this agreement as the responsible party and any person designated by you.

Involuntary termination of a Residency Agreement is permitted only for the following reasons, and if You object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that court rules in favor of the Operator. The grounds upon which involuntary termination may occur are:

- a. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
- b. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
- c. 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 the Operator to obtain such benefits.
- d. 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 Ivy Lodge;
- e. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
- f. 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 Ivy Lodge to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the New York State Department of Health.

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If you challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against your will unless the court rules in favor of the Operator. While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass you.

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

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

XIII. Transfer

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

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

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

XIV. Rules of the Residence

Attached as Exhibit V and made a part of this Agreement are the Rules of the Residence. By signing this agreement, you and your representatives agree to obey all reasonable Rules of the Residence.

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

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

1. Payment of Your Base Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third party coverage.
4. At the time you move in and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing us with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.

5. Inform us promptly of change in health status, change in physician, or change in medications.
6. Informing us promptly of any change of name, address and/or phone number.
7. Assisting the Operator in relocating Resident following termination and removing the Resident's property;
8. Assisting in the Resident's transfer to a hospital, nursing home, or other facility in the event that Resident requires care we do not offer;
9. Making necessary arrangements for funeral services and burial in the event of death.

XVI. Resident Rights and Responsibilities

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

XVII. Complaint Resolution

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

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

Complaint handling is a direct service of the Long-Term Care Ombudsman Program, under the auspices of the New York State Department of Health. The Long-Term Care Ombudsman is available to identify, investigate and resolve your complaints in order to assist in the protection and exercise of your rights.

XVIII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
4. Waiver by the parties of any provision in this Agreement that is required by statute or regulation shall be null and void.

XIX. Agreement Authorization

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

Signature of Resident, NAME

Date

Signature of Resident's Representative, NAME

Date

Signature of Resident's Legal Representative, NAME

Date

Signature of Executive Director/Administrator

Date

(Optional) Personal Guarantee of Payment

Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Residency Agreement.

[Insert Name] personally, guarantees payment of charges for Your Basic Rate.

[Insert Name] personally, guarantees payment of charges for the following services, materials, or equipment, provide to You, that are not covered by the Basic Rate:

Guarantor's Signature

Date

EXHIBIT I.A.

LICENSURE/CERTIFICATION STATUS OF PROVIDER

At this time there are no providers offering home care or health care services under any arrangement with the Operator. The Community, however, will make every effort to assist you in obtaining appropriate home care or health care services if You so desire, and will coordinate the care provide by the operator and the additional nursing, medical and/or hospice services.

EXHIBIT I.B.

DISCLOSURE STATEMENT

New Ivy Lodge LLC (“The Operator”) as operator of Ivy Lodge (“The Residence”), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is attached to the Residency Agreement as Exhibit D-1.

2. New Ivy Lodge LLC is licensed by the New York State Department of Health to operate at Ivy Lodge at 108 Main Street, Saugerties, NY 12477 an Assisted Living Residence as well as an Adult Home.

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

The Operator is currently approved to provide:

Enhanced Assisted Living services for up to a maximum of 40 persons.

Special Needs Assisted Living services for up to a maximum of 16 persons.

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

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

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

Following is a list of other health related licensure or certification status of the Operator or others providing services at Ivy Lodge: **Not Applicable**

3. The owner of the real property upon which the Residence is located is New Ivy Realty LLC. The following individual is authorized to accept personal service on behalf of such real property owner at the following address: **Barry Adler, 1 Radford Place, Spring Valley, NY 10977.**

4. The Operator of Ivy Lodge is New Ivy Lodge LLC. The following individual is authorized to accept personal service on behalf of the Operator at the following address: **Barry Adler, 1 Radford Place, Spring Valley, NY 10977.**

5. List any ownership interest in excess of ten percent (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 Ivy Lodge: None

6. List any ownership interest in excess of ten percent (10%) (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of Ivy Lodge, in the Operator: **None**

7. Outside Providers: Residents shall have the ability to receive services from service providers with whom the operator does not have an arrangement. The facility shall assist the resident in arranging such services, if necessary, and, as part of the facility's case management responsibility, shall be responsible for coordinating the care the facility provides or arranges with the care provided by such other service providers.

8.8. Residents shall have the right to choose their healthcare providers, notwithstanding any other agreement to the contrary.

9. Public Funds. Ivy Lodge is not approved to directly receive Medicaid or Medicare reimbursement at this time. Residents may be eligible to receive payments from the Veterans Administration under the Aid and Attendance Program or from a Long-Term Care Insurance policy if they are the holder of such a policy. Residents may also be able to receive Medicare or other health care coverage for supportive or home health services, including physical, occupational or other therapies and assistive devices.

10. The New York State Department of Health's toll-free telephone number for reporting Of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772 or regarding Home Care Services is 1-800-628-5972.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. The Local LTCOP telephone number 845-340-3456. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

12. 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).

EXHIBIT II.A.

IDENTIFICATION OF LIVING SPACE

RESIDENT NAME: ***Insert Resident's Name***

UNIT #: ***Insert Resident's Unit #***

UNIT TYPE: ***Insert Unit Type***

UNIT LOCATION: ***Insert Unit's Location***

UNIT DESCRIPTION: ***Insert a Description of the Unit***

EXHIBIT II.B.

FURNISHINGS/APPLIANCES PROVIDED BY THE OPERATOR

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; and 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 II.C.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

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

- | | |
|-------------------------------------|---|
| ☐ Bed | ☐ Bath Linens |
| ☐ Nightstand | ☐ Wastebasket |
| ☐ Drawer | ☐ Couch/Loveseat |
| ☐ Chair | ☐ Easy Chair |
| ☐ Bed Linen | ☐ Table |
| ☐ Pillow | ☐ Other:_____ |
| ☐ Bed Spread | ☐ Other:_____ |

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

<u>Weapons</u>	Extension Cords
<u>Fireworks/Firecrackers</u>	Coffee Makers
<u>Open Flames</u>	Irons

EXHIBIT III.A.

RATE OR FEE SCHEDULE

<u>Room/Studio Choices (Base Rates per Month):</u>	<u>Lodge</u>	<u>Ivy Wing (Dementia Unit)</u>
One Bedroom Room	\$8,710	\$9,813
Deluxe Private Studio	\$7,608	NA
Private Studio	\$6,505	\$7,608
Private Bedroom with shared bath	\$5,402	\$6,505

The Basic Rate includes costs associated Housing Accommodations and Basic Services as outlined in Section II.A and II.B of this Agreement.

Monthly Base Rate Fee: \$ _____

Enhanced Service Package (if applicable – See EALR Addendum) \$2,000 per month

Enhanced Services Package Fee: \$ _____

Community Fee (See Exhibit III.B.):

Community Fee:

\$ _____

Your Total Move- In Costs: \$ _____
--

EXHIBIT III.B.

COMMUNITY FEES

The Operator requires a one-time non-refundable Community Fee in the amount of **\$3000.00** to be paid at the time this Agreement is signed. The Community Fee is a one-time fee charged by the Operator at the time of admission. The Community Fee is non-refundable and there are no specific conditions for refunds or any additional conditions regarding the fee. Once informed of the Community Fee, the prospective resident may choose whether to accept the Community Fee as a condition of residency or to reject the Community Fee and thereby reject residency at the residence. Since Community Fee is a one-time fee, there can be no subsequent increase in the Community Fee charged to You by the Operator, once You have been admitted as a resident.

EXHIBIT III.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

<u>Service/Amenity</u>	<u>Fee</u>	<u>Provided By</u>
Transportation	Transportation is provided for doctor's visits (drop off and pick up only) and weekly shopping during regularly scheduled hours at no charge. Additional transportation by staff at Ivy Lodge in our vehicles can be arranged, depending on availability, at fees comparable to the local taxi service. Assistance during a doctor's visits can be arranged for an additional fee.	Operator
Special events and outings	Residents are responsible for the cost of their own food and admission tickets for events and outings.	Third Party Vendor
Family and Guest Meals	\$5 for breakfast, \$10 for lunch and supper, special events as posted.	Operator
Parking a car on the grounds	\$52/ month – See Vehicle Addendum	Operator
Pet Fee	\$52/ month – See Pet Addendum	Operator

* Please note that Operator can provide you with additional services at fees to be determined at the time the service is requested or Operator can help you locate someone in Ivy Lodge to help you. Please note that these prices are subject to change from time to time.

*No fee for Room/Tray Services applies if the request is made because the resident is ill.

EXHIBIT IV.A.

TRANSFER OF FUNDS OR PROPERTY TO THE OPERATOR

Listed below are items (i.e. money, property or things of value) that You wish to transfer voluntarily to the Operator upon admission or at any time:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

EXHIBIT IV.B.

PROPERTY OR ITEMS OF VALUE HELD IN THE OPERATOR'S IN CUSTODY FOR
YOU.

Complete and attached the DOH-5194 here.

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____

OPERATING CERTIFICATE NUMBER: _____

			RESIDENT NAME	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
ITEM	QUANTITY	ESTIMATED \$VALUE (if known)	DESCRIPTION			
RESIDENT SIGNATURE		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE		DATE	
X			X			

DOH-5194 (DSS-3027) (Revised 7/78, 6/14, 10/15, 12/15)

EXHIBIT IV.C.

RULES OF THE RESIDENCE

At Ivy Lodge Residents are respectful of other resident's privacy and are mindful of creating an atmosphere in which all residents can have "quiet enjoyment" of their home. Residents are respectful of the racial, ethnic, religious, political, gender or lifestyle choices of their fellow residents and staff. Residents must refrain from physical, sexual or verbal abuse of residents and staff.

Residents are to wear street clothes in the common areas (no pajamas or bathing suits). They are not to endanger fellow residents. Smoking is not allowed in the building and is only allowed in designated area(s) away from the building. Use of electrical or other appliances or materials, whether in the resident's Room or in common areas, that may cause a fire or otherwise pose a hazard, is not allowed. Pets are allowed, with prior approval of the Operator, if the resident is able to care for the pet or arrange for its care, and if it does not pose a nuisance or danger to other residents or staff. Resident's may rent a space in the parking lot for their vehicle, provided the vehicle is licensed, insured, and in operable condition, that the resident is deemed to be safe to operate the vehicle.

Residents must move to a safe location as specified by the Fire Chief and staff on duty if there is a fire or other emergency. Residents should familiarize themselves with the nearest EXIT. Once each calendar quarter, Ivy Lodge will conduct in a fire drill that residents must participate in. At least one of the fire drills conducted with residents annually will include a total evacuation of the facility. Residents must inform the operator when they leave the building and when they return.

EXHIBIT IV.D.

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

Resident's rights and responsibilities shall include, but not be Limited to the following:

- (a) Every resident's participation in assisted living shall be Voluntary, and prospective residents shall be provided with sufficient information regarding the residence to make an informed Choice regarding participation and acceptance of services;
- (b) Every resident's civil and religious liberties, including the Right to independent personal decisions and knowledge of Available choices, shall not be infringed;
- (c) Every resident shall have the right to have private Communications and consultation with his or her physician, Attorney, and any other person;
- (d) every resident, resident's representative and resident's Legal representative, if any, shall have the right to present Grievances on behalf of himself or herself or others, to the Residence's staff, administrator or assisted living operator, to Governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the residence to work for improvements in resident care;
- (e) Every resident shall have the right to manage his or her own financial affairs;
- (f) Every resident shall have the right to have privacy in treatment and in caring for personal needs;
- (g) Every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;
- (h) Every resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as-needed basis;
- (i) Every resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the operator or any person Affiliated with the operator;
- (j) Every resident shall have the right not to be coerced or required to perform work of staff members or contractual work;
- (k) Every resident shall have the right to have security for any personal possessions if stored by the operator;

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

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

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

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

(p) every resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, that if a resident, resident representative or legal representative agrees in writing to a specific rate or fee increase through an amendment of the residency agreement due to the resident's need for additional Care, services or supplies, the operator may increase such rate or fee upon less than forty-five days written notice.

Waiver of any of these resident rights shall be void. A resident cannot lawfully sign away the above-stated rights and responsibilities through a waiver or any other means.

EXHIBIT V.

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

Ivy Lodge is here to serve the residents and their families, and we appreciate your input, recommendations and complaints. We have a number of mechanisms that you may use to address any problems or opportunities for improvement.

1. Our Suggestions/Ideas/Complaints Box: Located prominently in the main hallway outside the office is a box in which residents and staff can leave written comments either signed or anonymously. There is also on the same table an “Angels Among Us” box for leaving notes about particularly thoughtful things staff and residents do to make Ivy Lodge a great place to live.
2. Monthly Resident Council Meeting: This meeting is typically held on the first Thursday of the month right after lunch. This is an opportunity for residents to provide input, suggestions and critiques. It is attended by the Executive Director and the Activities Director if invited, with guest appearance by other staff when it is likely that their responsibilities (menus, housekeeping, etc.) will be up for discussion.
3. Staff at Ivy Lodge are empowered to handle issues within their purview directly, so if you need or want something (extra help with housekeeping, a modification of the menu, and a question about a new prescription) you can go to the staff person who is most involved with that issue.
4. Executive Director Open Door Policy: You are always welcome to address problems directly with the Executive Director. Unless he/she is in a meeting or on a confidential call with a family member the office door is open and residents and families are welcome to drop by. You may also contact the Executive Director by telephone, email or letter. The email address is director@ivylodgeassistedliving.com.
5. If there is an urgent problem and the Executive Director or other management personnel are not on site, you may request that the Manager-on-call be paged.
6. If you have a grievance or issue that you do not feel has been addressed appropriately by the Executive Director of Ivy Lodge you may contact the License Holder, Ivy Hall at the Family Lodge, LLC at 617-505-5610, 20 Park Plaza, Suite 484, Boston, MA 02116, hyde@ivyhallseniorliving.com.
7. If your grievance is not resolved by these methods, or at any time that you wish, you may contact the New York State Department of Health that licenses this Residence, or the State Ombudsman at The New York State Department of Health’s toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or regarding Home Care Services is 1-800-628-5972. In addition, the New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. The Local LTCOP telephone number 845-340-3456. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT D-1

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

**CONSUMER INFORMATION GUIDE:
ASSISTED LIVING RESIDENCE**

1

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INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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

WHO OPERATES ALRs?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comparison of Types of ALRs

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

HOW TO CHOOSE AN ALR

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

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

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

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

Location: Is the residence close to family and friends?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

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

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

APPLYING TO AN ALR

The following are part of entering an ALR:

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

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

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

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

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

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

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

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

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

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

LICENSING AND OVERSIGHT

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

INFORMATION AND COMPLAINTS

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

Glossary of Terms Related to Guide

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

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

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

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

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

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

This is a Medicaid funded service for personal care services.

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

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

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

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

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

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

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

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

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

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

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



State of New York
Department of Health

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