

THE LANDING AT QUEENSBURY, ASSISTED LIVING AND MEMORY CARE

RESIDENCY AGREEMENT

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ENRICHED HOUSING PROGRAM RESIDENCY AGREEMENT

This agreement is made between **The Landing at Queensbury, Inc.** doing business as The Landing at Queensbury, Assisted Living and Memory Care (the “Operator”), *insert Resident’s Name* (the “Resident” or “You “), *insert Name of Resident’s Representative or indicate “Not Applicable* (the “Resident’s Representative”, if any) and *insert Name of Resident’s Legal Representative or indicate “Not Applicable* (the “Resident’s Legal Representative”, if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 27 Woodvale Road, Queensbury, New York 12804 an Assisted Living Residence known as The Landing at Queensbury, Assisted Living and Memory Care, and as an Enriched Housing Program.

Select all that apply:

- ☐ The Operator does not have any additional certifications at this location.
- ☒ The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.
- ☒ The Operator is certified to operate, at this location, a Special Needs Assisted Living Residence.

B. You have requested to become a Resident at The Landing at Queensbury, Assisted Living and Memory Care and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services

Beginning on MM/DD/YYYY, 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 Living Space: You may occupy and use a

☐ private or ☐ semi-private living space

as identified on Exhibit I.A.1, subject to the terms of this Agreement.

2. Common areas: Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations, at Section 485.14(b), coupled with federal regulation at Title 42 of the Code of Federal Regulations Section 441.301(c)(5), for at least ten (10) hours per day, between the hours of 9:00AM and 8:00PM you will be provided unrestricted access to common areas at The Landing at Queensbury, Assisted Living and Memory Care. Specifically, you will be provided with unrestricted access the following general-purpose rooms:

Common sitting areas such as the living rooms have unrestricted access in accordance with our guidelines below.

Select One:

- ☒ Unrestricted access to at least one general purpose room is accessible 24 hours per day, seven days a week.
- ☐ Use of these general-purpose rooms outside this timeframe may be accommodated as follows:

Resident guests and visitors are always welcome and are encouraged to visit at their convenience. We do ask that all visitors be considerate of other Residents when visiting the Community (e.g. by recognizing that some Residents prefer to retire early in the evening). To provide a safe and secure environment for Residents, we ask that all visitors sign in/out at the front of the Community when they arrive and leave the building. We also ask Residents to plan with the Executive Director if guests are expected to stay overnight. This also allows us to know who is in the building should an emergency arise. We have the right to ask visitors to leave and/or discontinue visits to the Community if these individuals are disrupting the peace and enjoyment of other residents, threatening Your safety, or interfering with the operation of the Community.

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

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

living space. 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

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 three (3) snacks per day are included in Your Basic Rate, pursuant to 18 NYCRR §488.8. The following modified diets will be available to You if ordered by Your Physician and included in Your Individualized Service Plan:

- a) Diabetic Diet
- b) Regular Easy to Chew for Adults (IDDSI Level 7)
- c) Mechanical Soft Diet (Dysphagia Advanced Level 3; similar to IDDSI Soft and Bite Size Level 6)
- d) Dysphagia Diet Level 2 (similar to IDDSI Minced and Moist Level 5)
- e) Puree Diet (Level 1 NDD, IDDSI Level 4)
- f) No Added Salt Diet
- g) Finger Food Diet

Food and Drink are available to You 24 hours per day, seven days a week in the following way(s):

We serve breakfast, lunch, and dinner in the main dining room. Community Associates are available to remind You of mealtimes and/or escort You to the dining room as well as provide You with food and drink between meals, 24 hours per day. We do not deliver resident meals to apartments; however, we will deliver meals for three (3) consecutive days at no additional fee when necessary. If You desire on-going tray service, additional fees will apply. Snacks and other nourishments are available throughout the day within the Community. These snacks and nourishments are also in accordance with state regulation and Your physician's dietary orders. We encourage You to purchase and keep Your favorite snacks in Your apartment.

2. Activities: Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 488.7(f), the Operator 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 The Landing at Queensbury, Assisted Living and Memory Care.

3. Housekeeping: Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 488.7(g), the Operator will provide the following housekeeping services:

Included in Our basic services, Community Associates clean Resident apartments once a week. A typical weekly cleaning includes changing the bed linens, vacuuming, and cleaning the bathroom and kitchen, and dusting furniture. Talk with the Executive Director to request more frequent cleaning.

4. Linen Service: When not supplied by the Resident, the Operator will provide a minimum of two (2) sheets; one (1) pillowcase, one (1) pillow, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 488.11(f)(4)(v).

5. Laundry of your personal washable clothing: The Operator will provide the following laundry services:

- a) Personal laundry and linen service is available on a weekly basis. Laundry is picked up and returned in a reasonable timeframe set by the Community. If You wish to launder Your own items, washers and dryers may be available in the Community for use at no charge. You are responsible for Your own laundry supplies and should store them in Your apartment.
- b) Please be aware that the Community Associates do not launder, iron, or mend Your personal laundry. If these services or other laundry services are needed and/or desired, please discuss this with the Executive Director.

6. Supervision on a 24-hour Basis: Pursuant to Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(g), the Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) and the other components of supervision as specified in law and required by the New York State Department of Health.

7. Case Management: Per Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(i) and Title 18 NYCRR Section 488.7(e), the Operator will provide 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: Pursuant to Title 18 of New York Codes, Rules, and Regulations (“18 NYCRR”) at Sections 488.7(c) and 488.9(e)(2), the Operator will provide sufficient staff to perform personal care, including:

- i. Wellness checks such as weight and blood pressure monitoring; and
- ii. Basic assistance with personal care including some assistance with 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.

9. Development of Individualized Service Plan: An Individualized Service Plan will be developed to address the resident’s needs per Public Health Law Section 4659 and regulation at Title 10 of New York Codes, Rules, and Regulations at Sections 1001.2(k), 1001.7(k), and 1001.10(c). 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. Licensure/Certification Status

Per regulation at Title 10 of New York Codes, Rules and Regulations at Section 1001.8(f)(4)(iv), a listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. Disclosure Statement

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4) and (5), The Landing at Queensbury, Inc. as Operator of The Landing at Queensbury, hereby discloses the following, as required by Public Health Law Section 4658(3).

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

2. The Landing at Queensbury, Inc. is licensed by the New York State Department of Health to operate The Landing at Queensbury, Assisted Living and Memory Care at 27 Woodvale Road, Queensbury, New York 12804 an Assisted Living Residence as well as an Enriched Housing Program.

Select all that apply:

- ☐ The Operator does not have any additional certifications at this location.

- ☒ The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.
- ☒ The Operator is certified to operate, at this location, a Special Needs Assisted Living Residence.

These 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 Landing at Queensbury, Assisted Living and Memory Care 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:

- a. Enhanced Assisted Living services for up to a maximum of sixty-seven (67) persons.
- b. Special Needs Assisted Living services for up to a maximum of twenty-one (21) persons.

The Operator will post prominently in The Landing at Queensbury, Assisted Living and Memory Care, 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 and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living

Services 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 units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements.

If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your living space within The Landing at Queensbury, Assisted Living and Memory Care.

Following is a list of other health related licensure or certification status of the Operator or others providing services at The Landing at Queensbury, Assisted Living and Memory Care:

Not applicable.

3. The owner of the real property upon which The Landing at Queensbury, Assisted Living and Memory Care is located is Welltower Pegasus Landlord LLC. The mailing address of such real property owner is 4500 Dorr Street, Toledo, Ohio 43615. The following individual is authorized to accept personal service on behalf of such real property owner: Matthew McQueen, General Counsel, at Welltower Pegasus Landlord LLC, 4500 Dorr Street, Toledo, Ohio 43615.

4. The Operator of The Landing at Queensbury, Assisted Living and Memory Care is The Landing at Queensbury Inc. The mailing address of the Operator is 27 Woodvale Road,

Queensbury, New York 12804. The following individual is authorized to accept personal service on behalf of the Operator: Legal Affairs Manager, c/o Pegasus Senior Living, LLC, 17330 Preston Road, Suite 240B, Dallas, Texas 75252.

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 The Landing at Queensbury, Assisted Living and Memory Care.

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 The Landing at Queensbury, Assisted Living and Memory Care, in the Operator.

None.

7. Outside Providers: The Landing at Queensbury does not offer home care or personal care services under an arrangement with any third-party provider. If such arrangement shall occur in the future, a listing of all providers, offering home care or personal care services under an arrangement with the Operator, with a description of the licensure or certification status of each provider will be set forth as an Addendum to this Agreement and will be updated as frequently as necessary.

8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. Public Funds: Not applicable.

10. The New York State Department of Health’s toll-free telephone number for reporting of complaints regarding the services provided by the Operator is 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (LTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsperson to advocate for the resident. The Local LTCOP telephone number is 518-372-5667. The New York State LTCOP web site is www.ltcombudsman.ny.gov.

12. **Fees**

A. Basic Rate

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 I. B. of this Agreement (the “*Basic Rate*”). The Basic Rate as of the date of this agreement is (\$4,955 per month) for an Assisted Living Studio,

\$6,595 per month for an Assisted Living One Bedroom, and \$7,795 per month for a Memory Care Studio. The one-time Community Fee is \$2,500.

2. Tiered Fee Arrangements

Any “Tiered” fee arrangements, in which the amount of the Monthly Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each “tier” of care, are set forth in detail in Exhibit III.A.2. and made a part of the Agreement. Such Exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each “tier” of care, and describes who will be providing care, if other than staff of the Operator.

The Landing at Queensbury, Assisted Living and Memory Care

☒ does ☐ does not utilize tiered fee arrangements.

B. Supplemental, Additional or Community Fees

Pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4), the Residency Agreement includes a description of supplemental, additional, or community 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.

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

A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an additional fee without the express written approval of the Resident (See section III.E).

Any charges for supplemental or additional fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. A Community fee is a one-time fee that the Operator may charge at the time of admission. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. 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 Landing at Queensbury, Assisted Living and Memory Care, or to reject the Community fee and thereby reject residency at The Landing at Queensbury, Assisted Living and Memory Care.

C. Rate or Fee Schedule

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

D. Billing and Payment Terms

In accordance with Title 10 of New York Codes, Rules and Regulations, Section 1001.8(f)(4)(xiv), the following information is presented.

Payment is due by 1st calendar day of the month and shall be delivered to the Concierge desk or mailed to The Landing at Queensbury, 27 Woodvale Road, Queensbury, NY 12804. If a payment is not received within five (5) days of the due date, a late fee of 1.5% of total outstanding balance will be charged. If payment is returned, a \$25 processing fee will be charged.

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 Landing at Queensbury reserves the right to discharge You. Please refer to Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xv).

Such procedures are in accordance with the provisions regarding termination of the agreement set forth in Section XIII.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. Per Title 10 of New York Codes, Rules, and Regulations, section 1001.8(b)(2)(xvi), 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:

a. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.

b. If the Operator provides additional care, services, or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written notice.

c. 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.

2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a Resident.

F. Bed Reservation

The following is provided in accordance with Title 18 of New York Codes, Rules, and Regulations at Section 488.5(c)(7)(xiii).

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is equal to the monthly Basic Rate 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 unlimited as long as You continue to pay the basic rate. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

III. Refund/Return of Resident Monies and Property

The following is provided pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xvi).

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 The Landing at Queensbury, Assisted Living and Memory Care.

The Operator 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 the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made.

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

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

IV. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property, or things of value to the Operator upon admission or at any time 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 V and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

V. Temporary Hold of Property or Items of Value Held in the Operator's Custody for You

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must

enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit VI of this Agreement.

VI. Fiduciary Responsibility

If the Operator assumes management responsibility over Your funds, the Operator shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for You by the Operator shall be Your property. Please refer to Title 10 of New York Codes, Rules, and Regulations at Section 1001.9.

VII. Tipping

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

VIII. Personal Allowance Accounts

Supplemental Security Income (SSI) is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available online at <https://otda.ny.gov/programs/disability-determinations/>. Some recipients of SSI may be entitled to a monthly personal allowance in accordance with Social Services Law.

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

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either SSI or SNA payments by executing a Statement of Offering (DOH-51 95) with You or Your Representative.

You agree to inform the Operator if you receive or have applied for SSI or SNA funds.

You must complete the following:

- ☐ I receive SSI funds OR ☐ I have applied for SSI funds
- ☐ I receive SNA funds OR ☐ I have applied for SNA funds
- ☐ I do not receive either SSI or SNA funds

If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence-maintained account, then that signatory hereby agrees that they will comply with the SSI or SNA personal allowance requirements.

Please refer to Title 18 of New York Codes, Rules, and Regulations at Sections 485.12, 488.5(c)(7)(xi), 488.6, and 488.10(f).

IX. Admission and Retention Criteria for an Assisted Living Residence

The following is made known per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xii).

- 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. The 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, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

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) chronically require the physical assistance of another person in order to walk; or
- b) chronically require the physical assistance of another person to climb or descend stairs; or
- c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
- d) have chronic unmanaged urinary or bowel incontinence.

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.

X. Rules of the Residence (if applicable)

Attached as Exhibit XI 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.

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

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

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

5. Informing the Operator promptly of any change in health status, change in physician, or change in medications.

6. Informing the Operator promptly of any change of name, address and/or phone number.

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

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

b) The Resident's Legal Representative and/or Legal Representative, if any, shall be responsible for the following in the event the condition of the Resident requires such assistance and upon the Operator's request:

- i. Participating with our associates in evaluating Resident's needs and in planning an appropriate plan for Resident's care.
- ii. Maintaining Resident's welfare and fulfilling Resident's obligations under this Residency Agreement.
- iii. Assisting the Operator in relocating Resident following termination and removing the Resident's property.
- iv. Assisting in the Resident's transfer to a hospital, nursing home, or other facility in the event that Resident requires care that the Operator does not provide.
- v. Making necessary arrangements for funeral services and burial in the event of death.

XII. Termination and Discharge

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8 (f)(4)(xiii), this Residency Agreement and residency in The Landing at Queensbury, Assisted Living and Memory Care may be terminated in any of the following ways:

1. By mutual, written agreement between You and the Operator;
2. Upon a thirty (30) day written notice from You or Your Representative to the Operator of Your intention to terminate the Agreement and leave the facility;
3. Upon thirty (30) days' written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and/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 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 Landing at Queensbury, Assisted Living and Memory Care 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 The Landing at Queensbury, Assisted Living and Memory Care.
- e) The Operator has had their 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 The Landing at Queensbury, Assisted Living and Memory Care 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, the notice will include the date of the termination 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 You/the Operator may be entitled.

The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure 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' written notice or court review, for the following reasons:

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to 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 Landing at Queensbury, Assisted Living and Memory Care to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been 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.

XIV. Resident Rights and Responsibilities

Attached as Exhibit XV and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in The Landing at Queensbury, Assisted Living and Memory Care. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XV. Complaint Resolution

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

The Operator agrees that the Residents of The Landing at Queensbury, Assisted Living and Memory Care 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. 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.

XVI. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.

2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.

3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of The Landing at Queensbury, Assisted Living and Memory Care 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.

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

XVII. Agreement Authorization

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator/Operator's Representative)

(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 set forth on Exhibit I.C., provided to You, that are not covered by the Basic Rate.

Date

Guarantor's Signature

Guarantor's Name (Print)

(Optional) Guarantor of Payment of Public Funds

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

Date

Guarantor's Signature

Guarantor's Name (Print)

EXHIBIT I.A.1. IDENTIFICATION OF LIVING SPACE

RESIDENT NAME: _____

UNIT #: _____ UNIT TYPE: _____

UNIT LOCATION: _____

UNIT DESCRIPTION: _____

EXHIBIT I.A.3. FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

As a resident of an Enriched Housing Program, in accordance with Section 488.11(f) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with:

- c) Basic furniture and household items, appropriate to size and function and intended for common use;
- d) a standard single bed in good repair, a chair, a lamp;
- e) lockable storage facilities for personal articles and medication, which cannot be removed at will if the individual room or apartment is not lock-equipped;
- f) individual dresser and closet space for the storage of clothing;
- g) household supplies and equipment including soap and toilet tissue;
- h) shaded light fixtures;
- i) one telephone;
- j) dishes, glasses, utensils, table;
- k) access to radios and television sets; and
- l) household linens including at minimum, a pillow, pillowcase, two sheets, blankets, a bedspread, towels, and washcloths.
- m) a hinged, lockable entry door
- n) in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy

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

☐ Drawer

☐ Chair

☐ Bed Linen

☐ Pillow

☐ Bed Spread
- ☐ Bath Linens

☐ Wastebasket

☐ Couch/Loveseat

☐ Easy Chair

☐ Table

☐ Other: _____

☐ Other: _____

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

Firearms, ammunition and/or other weapons.	
Dangerous flammable items such as gasoline, kerosene or explosives of any kind.	
Illegal drugs.	
Space heaters.	
Other potentially hazardous substances or objects not specified but that could cause harm to You or others.	
Cleaning chemicals must be kept in a secured area.	

EXHIBIT I.C. ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

Item:	Additional Charge:	Provided By:
<i>Food Service:</i>		
Guest Meals	\$8.00/meal	Operator
Guest meals for aides/companions: If you have a paid private aide or other companion that lives with you a guest meal package is available that includes one meal per day	\$8.00	Operator
Catering and Special Events	\$ Additional charge billed by third party provider	Third party with Operator approval.
Other, specify:	\$ Additional charge billed by third party provider	Third party with Operator approval.
<i>Wellness:</i>		
Pendant Replacement (optional)	\$150.00	Operator
Medical Transport	\$ Additional charge billed by third party provider	Third party with Operator approval.
<i>Medical Transportation charges included here are those over and above Medicare, Medicaid, and Third-Party Payment</i>		
Other, specify: Transportation for medical appointments.	\$0 within 10-mile radius	Operator
<i>Housekeeping & Maintenance:</i>		
Carpet Cleaning: Spot Only (beyond normal maintenance)	\$50/hour	Operator
Carpet Cleaning: Additional Shampooing (beyond normal maintenance)	\$50/hour	Operator
Internal move/transfer to another apartment fee: If a resident chooses to move to another apartment, an internal move fee will be charged. No fee is charged if the move is required.	\$250.00	Operator
Key replacement	\$10.00	Operator

Pet Fee (check all that apply) ☒ One-Time ☒ Monthly ☐ Refundable ☐ Non-Refundable	\$500.00 one-time fee. \$30/month	Operator
<i>Utilities</i>		
Local & long-distance telephone service	\$ Additional charge billed by third party provider	Arranged by Resident with service provider
Cable television – Basic services included; additional channels not included.	\$ Additional charge billed by third party provider	Arranged by Resident with service provider
<i>Miscellaneous</i>		
Salon and spa	\$ Additional charge posted by third party provider	Beautician
Dry Cleaning	\$ Additional charge posted by third party provider	Local dry cleaner
Transportation to Community Events/Cultural Activities	\$ Additional charge posted by third party provider	Arranged by resident with outside provider.

* 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 at the Landing at Queensbury to help you. Please note that these prices are subject to change from time to time.

EXHBIT I.D. LICENSURE/CERTIFICATION STATUS OF PROVIDERS

☒ 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.

☐ At this time the following providers offer ☐ home care ☐ health care services under an existing arrangement with the Operator:

Service	Provider	Licensure/Certification

EXHIBIT III.A.2. TIERED FEE ARRANGEMENTS

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services 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.

The Landing at Queensbury, Assisted Living and Memory Care ☒ does ☐ does not utilize tiered fee arrangements.

Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees, as follows:

Assisted Living Tiers (LOC)	Services	Monthly Rate
Level 0 0-3 points	All Services provided in the Basic Rate, plus points from the Operator Evaluation Form attached as Exhibit D-2.	\$0
Level 1 4-20 points	All Services provided in the Basic Rate, plus points from Operator Evaluation Form attached as Exhibit D-2.	\$520

Level 2 21-45 points	All Services provided in the Basic Rate, plus points from Operator Evaluation Form attached as Exhibit D-2.	\$960
Level 3 46-70 points	All Services provided in the Basic Rate, plus points from Operator Evaluation Form attached as Exhibit D-2.	\$1485
Level 4 71-100 points	All Services provided in the Basic Rate, plus points from Operator Evaluation Form attached as Exhibit D-2.	\$1925
Level 5 101-120 points	All Services provided in the Basic Rate, plus points from Operator Evaluation Form attached as Exhibit D-2.	\$2420
Level 6 121 +points	All Services provided in the Basic Rate, plus points from Operator Evaluation Form attached as Exhibit D-2.	\$2860

Memory Care Tiers (LOC)	Services	Monthly Rate
Level 1 0-75 points	All Services provided in the Basic Rate, plus points from Operator Evaluation Form attached as Exhibit D-2.	\$800
Level 2 76-120 points	All Services provided in the Basic Rate, plus points from Operator Evaluation Form attached as Exhibit D-2.	\$1600
Level 3 121+ points	All Services provided in the Basic Rate, plus points from Operator Evaluation Form attached as Exhibit D-2.	\$2400

EXHIBIT III.B. SUPPLEMENTAL, ADDITIONAL, OR COMMUNITY FEES

In addition to the fees set forth on Exhibit I. C., the following additional and community fees apply:

Basic Rates

Assisted Living

Studio \$4955

One Bedroom \$6595

Memory Care

Studio \$7795

Community Fee: \$2500

EXHIBIT III.C. RATE OR FEE SCHEDULE

RESIDENT NAME: _____

UNIT #: _____

A. Your Basic Rate (Housing Accommodations and Services + Basic Services) \$_____

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:

Housing Accommodations and Services: \$_____

Living Space	Monthly Fee
☐ <i>include the type of living space (i.e., 1 bedroom, private) with square footage.</i>	\$
☐	\$
☐	\$
☐	\$

Basic Services: \$_____

Including 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.

B. Your Tiered Billing Rate

\$_____

The Landing at Queensbury, Assisted Living and Memory Care ☒ does ☐ does not utilize tiered fee arrangements.

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: _____
Monthly Rate: _____

C. Your Supplemental or Additional Fees

\$_____

You have opted to receive the following supplemental or additional fees, outlined in Exhibit III.B:

YOUR TOTAL MONTHLY RATE \$

Your Basic Rate + Your Tiered Billing Rate + Your Supplemental or Additional Fees

Community Fee: \$2500.00

The Landing at Queensbury, Assisted Living and Memory Care ☐ does ☐ does not charge a one-time Community Fee, as outlined in Exhibit III.B of this Agreement. If the facility does charge a one-time Community Fee, such Fee is due on Click or tap to enter a date.

Your Total Move-In Costs: \$

EXHIBIT V. TRANSFER OF FUNDS OR PROPERTY TO 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 VI. PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Complete and attach the DOH-5194 here.

**EXHIBIT XV. RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED
LIVING RESIDENCES**

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

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

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

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

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

INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

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

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

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

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

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

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

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

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

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; HOWEVER, PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND

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

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

**EXHIBIT XVI. OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND
RECOMMENDATIONS**

In the event a Resident and/or Resident's responsible party (on behalf of the Resident) and/or Legal Representative (on behalf of the Resident) has a grievance (or complaint) regarding the Community, staff, or its services, the following steps can be taken to resolve the grievance or complaint:

Step 1: Discuss the grievance with the Associate and Executive Director or at any scheduled Resident Council meeting. The Resident Council can make recommendations to the Executive Director if it deems appropriate. The Executive Director will respond verbally within 5 days of the receipt of the grievance.

Step 2: If the grievance is not resolved, submit the grievance in writing to the Executive Director. The Executive Director will respond within fourteen (14) days of receipt of the grievance. Grievance forms are located on the table outside the Activity Room. Forms may also be submitted anonymously by dropping them into the suggestion box located on the table outside the Activity Room.

Step 3: If the grievance is still not resolved, mail a written copy of the grievance to the Regional Director of Operations for The Landing at Queensbury, Pegasus Senior Living, 611 South Main Street, Suite 400, Grapevine, TX 76051. The Regional Director of Operations should respond within fourteen (14) days of receipt of the grievance.

Step 4: Should the grievance still not be resolved, submit the written grievance to the President, Pegasus Senior Living, 611 South Main Street, Suite 400, Grapevine, TX 76051. The decision of the President shall be final. You and/or Your Resident Representative and/or Legal Representative may file a grievance with any governmental official, the New York State Department of Health, or to any other person at any point in this process. If requested, a community representative should

in forwarding the written grievance to the appropriate address and contact person. Residents, their responsible parties, and/or Legal Representatives may submit grievances without fear of reprisal.

EXHIBIT XI

RULES OF THE RESIDENCE

[Begins on next page]

RESIDENT

HANDBOOK

THE LANDING AT

QUEENSBURY

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RESIDENT HANDBOOK

WELCOME TO THE LANDING AT QUEENSBURY!

Dear New Resident,

Welcome to The Landing at Queensbury! We value you, your family, and the trust you are placing in us. Thank you for the opportunity to be of service to you. We are confident you will find living with us the source for an inspiring and rewarding life, a place to live, and to call your home.

As you join our Community, We promise to provide you with an engaging environment that will renew and refresh your body and soul. Designed to keep pace with the active lifestyles of our residents, The Landing at Queensbury provides a stimulating environment full of quality amenities, opportunities for lifelong learning, and personal well-being, This is a place to rekindle existing and establish new friendships.

We are here to provide you the freedom to live the life you desire. Our core values of compassion, dignity, and choice are at the heart of everything we will do. We pledge to consistently provide you with outstanding personal service that will enrich your life every day.

Your life. Your Choice.

The Landing at Queensbury.

Chris Hollister Chair and CEO

YOUR LIFE...YOUR CHOICE

The Landing at Queensbury is dedicated to the highest quality of service delivery to our residents with a sense of warmth, compassion, individual pride and Company spirit. Our goal is to provide You with individualized services in a home-like setting so that Your lifestyle remains as self-sufficient, dignified and private as possible. Services and activities are available to maintain or improve Your capabilities, with an emphasis on Your choices and abilities rather than differences and/or disabilities. No person may be discriminated against because of their race, color, religion, sex, national origin, age, sexual orientation, disability, military status or any other reason prohibited by federal, state or local laws. At the Community, We practice the spirit of the Resident Rights as provided to You at move-in.

This Resident Handbook gives a brief overview of topics related to the Community and the services that are available to You. Please keep this handbook close at hand for future reference as it is incorporated as part of the Admission Agreement.

MEET OUR COMMUNITY ASSOCIATES

You should become familiar with the Community Associates who are employed at the Community.

We encourage You to get acquainted with Our Community Associates and to share any concerns and/or questions You may have with Our Executive Director.

Executive Director

The Executive Director serves as Your main resource at the Community, with his/her office located at the front of the building. He/she is responsible for overseeing all of the operations and Community Associates. Please direct any questions You have about policies, services, personnel and/or maintenance to the Executive Director. Questions related to fees, charges, mail or monthly statements should also be referred to this individual. In addition, the Executive Director may be contacted in regard to concerns about personal issues, relationships with other Residents or issues involving family. Any problems not resolved to satisfaction by other Community Associates should be brought to the attention of the Executive Director immediately.

The Executive Director works closely with the Community Business Office Manager and/or Assistant Director, the Life Enrichment/Resident Program Coordinator, Sales Director and the Memory Care Manager.

Health & Wellness Director

The Health & Wellness Director, who is a licensed nurse, oversees Your Evaluations, medication assistance, medical treatments, and the coordination of Residents' doctor appointments and/or other services not provided by the Community Associates. Any questions about personal services, medications, medical treatments, or other health-related concerns should be directed to the Wellness Director and/or the Executive Director if the Wellness Director is unavailable.

Resident Care Partners

The Resident Care Partners are responsible for providing all personal care services to Residents at the Community. These community Associates are trained by the Executive Director and the Health & Wellness Director. The primary goal of the Resident Care Partner is to provide quality services to You through Your individual Evaluation and service plan. Resident Care Partners are available 24 hours a day to provide personal services that You need, including assistance with activities such as dressing, personal hygiene and bathing, assistance with medication and some routine health-related tasks. All community Associates work as a team, in conjunction with Your physicians and/or other outside care providers, to ensure that comprehensive and quality services are provided to You.

The Resident Care Partners also strive to maintain a clean and aesthetically pleasing environment by assisting with laundry and housekeeping services. You may direct any questions You have regarding housekeeping/laundry schedules or operations to the Executive Director or a community Associate if the Executive Director is temporarily unavailable.

Maintenance Director

All maintenance operations, building equipment, and building repairs are the responsibility of the Maintenance Director at the Community. If You should require any maintenance, You may bring Your request to the attention of the Executive Director or the Maintenance Director. You may also give this request to any Community Associate if the Executive Director and Maintenance Director are temporarily unavailable.

Meal Services

The Dining Services Director and Assistant Cook are responsible for providing You with tasty, nourishing and well-balanced meals. Please let these community Associates or the Executive

Director know if You have any menu suggestions and/or a concern about any aspect of the meal services operation. You should also notify the Wellness Director or the Executive Director if You would like to speak personally with a dietitian.

Volunteers

Volunteers play an important role at the Community. They are involved in a variety of activities, such as walking, reading or visiting one-on-one with Residents. Volunteers may also participate in many of the group activities offered at the Community (e.g. by leading a cooking group or playing bingo).

COMMUNITY SERVICES AND OTHER TOPICS OF INTEREST

RESIDENTIAL LIVING

Apartments have private bathrooms and most have kitchenettes. Unfurnished apartments allow You to decorate with Your personal belongings. You are responsible for coordinating and moving in Your belongings. If You need certain furnishings, these may be available in the Community if required under state regulations. Please discuss this with the Executive Director.

You may prefer to live alone or share an apartment with another resident, providing state regulations permit and Your apartment is sized for sharing. In addition, if, in the future, You receive or become a beneficiary of financial assistance or reimbursement (i.e. Medicaid waiver, PACE benefits, Veterans Aide & Attendance, insurance, etc.), it may be necessary You move to a studio apartment or share an apartment. Certain states allow families to pay for a private apartment if You are participating in certain government programs.

This Community may not accept any or all financial reimbursement or payment programs. You must talk with the Executive Director as soon as possible to ensure any program You are expect or desire to receive financial funding will be accepted by the Community, in addition, although accepting certain program payments now, the Community may not participate in those programs in the future. The Community does not guarantee any funding source.

MAINTENANCE

Maintenance of Your apartment and needed repairs of the building will be managed by the Maintenance Director. However, You will be responsible for all replacement and/or repair costs for damage and/or wear or tear beyond that of normal use. If Your apartment requires repairs, do not attempt to make these repairs Yourself. Please notify the Executive Director or the Maintenance Director of Your maintenance needs immediately.

Changes or additions to Your apartment should always be discussed with the Executive Director (i.e. installation of fixtures or appliances, window coverings, flooring, wall storage apartments; modification of locks, etc.). You must reimburse the Community for all costs We incur to restore Your apartment to its original condition if alterations are made with or without Our approval.

UTILITIES

All utilities are included in Your basic fee, except for telephone, television service, and internet access (if available), unless noted in Your residency agreement or any state required disclosure statement. Telephone connections are available in every apartment. If You choose not to have a personal telephone in Your apartment, a telephone is available for use in a private area of the Community (local calls are free of charge and long-distance calls may have a fee). Please remember to respect other residents when using the Community telephone.

Television and internet services may be available to You in the common area; however, You may install cable television and internet in Your apartment if not available at move-in and the Community is wired to accept cable service. Cable and internet services are billed directly to You either by the local provider or the Community. Please contact Your Executive Director about setting up these services.

MEAL SERVICES

We serve breakfast, lunch, and dinner in the main dining room. Community Associates are available to remind You of mealtimes and/or to escort You to the dining room. We do not deliver resident meals to apartments; however, We will deliver meals for three (3) consecutive days at no additional fee when necessary. If You desire on-going tray service, additional fees will apply.

Snacks and other nourishments are available throughout the day within the Community. These snacks and nourishments are also in accordance with state regulation and Your physician's dietary orders. We encourage You to purchase and keep Your favorite snacks in Your apartment. You may

have special dietary supplements (e.g. Ensure) ordered for You and charged to Your monthly bill.

You can arrange this with the Executive Director.

All meals and snacks follow USDA guidelines to meet both Your preferences and physician's orders (e.g. for special diets). A registered dietitian assists with developing Our menus, according to state regulation. If You need assistance or have questions regarding Your diet, please ask Your Executive Director if a registered dietitian is available at the Community. We also encourage You to talk to the Executive Director about Your food preferences, any concerns You may have regarding the menu selection, and to participate in the menu planning process by joining Your Community's food committee.

TRANSPORTATION

We are happy to assist You with coordinating transportation arrangements for medical appointments, shopping and/or other personal errands. Please contact Your Executive Director for assistance with transportation coordination and to find out about any corresponding charges/fees.

EMERGENCY RESPONSE SYSTEM

Emergency call systems are available in all apartments to provide You with communication with Community Associates. We will make every effort to respond to requests for assistance as quickly as possible. ***Please use the system for emergencies only. Do not use the emergency call system for help with general matters such as turning Your television on, assisting You in making a phone call, or finding out what time it is.*** Apartments and common areas are also equipped with smoke detectors and sprinkler systems for Your protection. In addition, the building has a security system and controlled access on outside doors to provide security.

HOUSEKEEPING AND LAUNDRY

Included in Our basic services, Community Associates clean Resident apartments once a week. A typical weekly cleaning includes changing the bed linens, vacuuming and cleaning the bathroom and kitchen, and dusting furniture. Talk with Your Executive Director to request more frequent cleaning.

Personal laundry and linen service is available on a weekly basis. Laundry is picked up and returned in a reasonable timeframe set by the Community. If You wish to launder Your own items, washers and dryers may be available in the Community for use at no charge. You are responsible for Your own laundry supplies and should store them in Your apartment.

Please be aware that the Community Associates do not hand launder, iron, or mend Your personal laundry. If these services or other laundry services are needed and/or desired, please discuss this with Your Executive Director.

SERVICE EVALUATIONS

A comprehensive service Evaluation is performed during the initial move-in period, once per quarter, and as needed so We may address Your needs and preferences accordingly (i.e. to determine whether Your needs have increased or decreased because of a change in Your condition).

The information obtained during the Evaluation is used to develop a personalized Service Plan in cooperation with You, others representing You, and key Community Associates at the Community.

This plan comprehensively outlines Your service needs and/or preferences and will be reviewed and revised as assessed. As services and needs change, any change in fees will begin immediately, without any prior notice. All changes will be documented in Your Service Plan. It is also important that You notify Community Associates immediately when You experience a change in Your health or needs. Change in condition or preferences will result in a reevaluation of Your service plan and will also keep You safe. At times, We will need to call Your representative or Physician if there is

an immediate change that needs attention. Regular meetings will be held with You, those representing You and all key Community Associates to discuss Your individual service needs and preferences.

ACTIVITIES

We make every effort to arrange individual and group social and recreational events to provide You with opportunities to participate in intellectual, physical, and spiritual activities. Typically, activities are included in Your basic fees; however, You will be notified in advance if there is an additional fee to participate in an event. The Community Associates distribute and post a monthly schedule that outlines the upcoming activities. We encourage You to participate in the activity planning process by expressing Your personal preferences and to discuss any concerns or suggestions that You may have about activities with Your Executive Director.

COMMON AREAS

Common areas of the building, including the dining room, sitting areas, library living room, and designated smoking area, provide You with opportunities for socialization and recreation. Most communities offer amenities such as a hair salon, life enrichment center and outdoor patio conveniently located for Your use. You and Your guests may use these common areas so long as You and Your guests do not disturb or disrupt the enjoyment of other residents or interfere with the operations of the Community. If necessary, guests will be asked to leave if they do not cease inappropriate behavior when requested by Community Associates.

EXCLUDED SERVICES

The Community is licensed to provide services as permitted by the State of New York applicable regulations. Health care and/or nursing-related services are limited to those allowed under Our state license. Please discuss any questions or concerns You have about the amount and kinds of services We are able to provide with the Executive Director or the Wellness Director.

Paying Your Monthly Statement

Monthly statements are mailed to Residents around the 25th of each month, and payment is due on the 1st of the following month. Bills may be mailed or paid in person at the Executive Director's office, which is located at the front of the building. ***Rent paid after the fifth (5th) of the month is considered late; an additional late fee of \$250.00 or the amount outlined in Your Admission Agreement will be charged according to the terms of Your Admission Agreement or as allowed under state law.*** You will be notified of late and/or non-payment fees immediately.

Liability

The Community is not an insurer of You or Your property. You are solely responsible for all decisions made that affect Your health, personal property, life, premises, automobile, guests, visitors, and any other insurance coverage available. We encourage You to purchase insurance coverage.

The Community is not responsible for loss or damage to Your personal property unless We are grossly negligent. You are responsible for all decisions regarding Your personal property. We ask that You do not keep large sums of money or valuables in Your apartment. We cannot guarantee the security of any of Your personal items. We recommend that You maintain insurance on Your personal property.

We recommend that You lock Your doors when You are and are not in Your apartment. Although the building may have a security system and/or controlled access on all outside doors to provide security, We cannot guarantee against failures in Our security system or an individual getting into the Community with criminal intent. Please feel free to discuss with the Executive Director any questions You may have about the protection of Your belongings. Community Associates can also answer any questions You may have about lost and found items.

BEAUTY/BARBER SHOP

A beauty salon is located within the Community, which offers hair services to men and women. Contact Your Executive Director about business hours to set up an appointment and to learn more about services offered and charges.

COMPLIMENTS/SUGGESTIONS/CONCERNS/GRIEVANCES

We encourage You to express Your opinions about the Community, the Community Associates and/or the services offered so that We can continue to serve You better. There are many ways that You can communicate Your suggestions, questions, compliments and/or concerns to the Executive Director:

- Join the Resident Council – It meets on a regular basis and provides a venue for You to discuss Your opinions and/or provide Associate with input.
- Communicate directly with the Executive Director – Contact the Executive Director who will work with You to effectively address Your matters as soon as they arise.
- Plan a Formal Meeting with the Executive Director – We encourage You to schedule a conference and/or a service plan meeting.
- Provide Compliments/Suggestions/Concerns in Writing – Ask Your Executive Director where to drop off said letter.
- Follow the state grievance rules that is provided to You in Your residency agreement, if applicable.

You should be contacted about Your opinions in an efficient and timely manner. If You feel the Executive Director has not addressed Your thoughts appropriately, please contact the Vice President of Operations for the Company. We encourage You to let us know who You are so that We can work with You to resolve any concerns You may have; however, You may also write or call us anonymously and leave Your concerns. You may do this by writing or calling the number listed below:

PSL ASSOCIATES, LLC

611 S Main Street

Suite 400

Grapevine, TX 76051

Or call Our phone number: 1-877-561-7262

You also have the right to contact the state Ombudsman and/or licensure agency, whose numbers should be visibly posted in the Community, or may be obtained from the Executive Director. No complainant, witness or Resident will be subject to retaliation for expressing his/her thoughts. We welcome Your opinions and look forward to hearing from You.

CONFIDENTIALITY

We keep a separate business and health record for You that contains medical and other personal information. Your information is kept safe and confidential. The local and/or state licensing agency, as well as other governmental agencies have the authority to examine Your records without any prior or follow-up notice to You. Your privacy rights are further explained in the state's Resident's Rights. The Resident Rights provide information on how You or Your legal representative may request to inspect or receive a copy of Your records. No resident or legal representative will be able to inspect or receive a copy of Your records without prior notice. Signing the **AUTHORIZATION/CONSENT RECORD/PHOTO FORM AT MOVE IN IS OUR GUIDANCE ON HOW WE WILL RELEASE YOUR RECORDS TO OTHERS WHO ARE NOT MENTIONED IN THIS PARAGRAPH.**

ELECTRIC WHEELCHAIRS, SCOOTERS OR CARTS

If You desire to use an electric scooter or cart, You are responsible for:

- Any damage or injury You may cause while operating the vehicle
- The maintenance and upkeep of Your vehicle to ensure that it is operated safely

- Obtaining and maintaining liability insurance covering the use of the vehicle, insuring against both property damage and personal injury.

EMERGENCY AND/OR TEMPORARY ABSENCES

We ask that You please notify Community Associates when You leave and return from the Community. Please do this by using the sign out/sign in sheet located at the front of the Community. If You are going to be away from the building for overnight or longer, please notify the Executive Director and the

of the Community for a temporary period of time, We will hold Your apartment until We receive written notification that You will not be returning to the Community. While You are absent, You will be billed for all fees without any adjustments or credits, unless otherwise required by State regulation.

EVACUATIONS & EMERGENCY PREPAREDNESS

In the event of a natural disaster and/or hazardous weather conditions, the Community will arrange for evacuation, lodging and care, if necessary. This Community has an emergency preparedness plan and will make it available to You as required under state law.

FIRE SAFETY

The Community is designed to meet the standards for fire protection and safety. Thus, the building is equipped with overhead smoke detectors and safety equipment.

Fire Drills are held as required under state law. We recommend that You participate to the extent possible so that You know what to do in the event of a fire. This means that You may have to move from one area of the building to another or exit the building from time to time. Some state regulations require that You participate in fire drills. We recommend that You contact Your Executive Director about the state fire safety requirements that apply to You or any other questions that You may have.

KEYS

Apartment keys are issued to You at the time of move-in. If You lose or misplace a key, please notify a Community Associate immediately. The cost of replacing Your keys are listed in Your Admission Agreement. You will be required to return keys to the Community at the time You no longer reside within the Community.

NEWSPAPERS

Residents may have papers delivered to the building. Please notify the Executive Director if You would like to start a subscription. You may pick up the papers at the reception desk, or We can plan to have Your paper delivered to Your apartment.

PARKING

There are limited parking spaces available at the Community. If You own a car, please contact the Executive Director about parking availability and the Community policy related to parking.

PETS

Pets are welcome at the Community (such as a cat, small dog or bird) under conditions defined by the policy of the Community, as well as any applicable rules and regulations. If You keep a pet, it is Your responsibility to:

- Assure or arrange for the proper care of Your pet
- Supervise Your pet when outside of Your apartment in the Community areas. Dogs should be on a lease in the Community common areas. Only designated support pets are allowed in the Community dining room areas.
- Promptly clean up after Your pet and properly dispose of the waste
- Maintain current and proper immunizations of Your pet and have records available
- Spay/neuter and/or declaw Your pet when necessary
- Give appropriate treatment when ill

- Feed and groom Your pet regularly
- Accept liability for injury and damage to the Community caused by Your pet, including landscape replacement, professional cleaning and/or deodorizing and pest elimination.

Your Community may also elect to have a “house” pet. Community “house” pets should be accessible to all Residents. Residents will be recruited to care for and nurture the Community “house” pets, as appropriate and with the approval of the Executive Director. For Your protection and the safety of other Residents, any Resident that fails to meet pet ownership requirements will be required to remove their pet from the Community.

COMMUNITY PREFERRED PHARMACY

Community Associates are trained and available to monitor any medications prescribed for You by Your physician, or You may choose to monitor Your own medications, if allowed under state law. If You are interested in the self-medication program, and it is allowed under state law, please ask the Executive

Director or Wellness Director for more details. If Community Associates are monitoring Your medication, let us know in advance if You plan to be away from the Community so We may assist You in preparing Your medications.

All medications ordered by Your physician may be obtained through the Community’s preferred pharmacy. If You choose to use Our preferred pharmacy, Community Associates can process Your medication orders and the preferred pharmacy will bill You directly for the medication. Please ask the Executive Director for more information about the Community’s preferred pharmacy. s.

RIGHT OF ENTRY TO YOUR APARTMENT

Community Associates are authorized to enter Your apartment at reasonable times for reasonable purposes such as housekeeping, to respond to emergencies, and maintenance as needed.

Community Associates will make every effort to give You notice before entering Your apartment, except in an emergency or after having made several attempts to notify You.

In addition, the local and/or state licensing agency representative may, after providing proper identification and stating the purpose of his or her visit, enter and inspect the entire Community, including Your apartment, at any time without any advance notice.

SAFETY

For Your safety and the safety of others, You may not keep the following items in Your apartment:

- Firearms, ammunition and/or other weapons
- Dangerous flammable items, such as gasoline or kerosene, or explosives of any kind
- Illegal drugs
- Space heaters
- Other potentially hazardous substances or objects not specified but that could cause harm to You or others
- Cleaning chemicals must be in a secured area.

PROHIBITED ITEMS IN THE SECURE MEMORY CARE

In order to ensure the safety of Our Your loved one, as well as other Residents who are confused and may wander, We ask that You follow the list of items below when moving into Our secure Memory Care.

Please do not bring the following items into the Memory Care area or into an apartment where a Memory Care resident resides.

- Knives/Scissors or any other sharp instrument (including nail clippers, nail files, sewing items or knitting needles, etc.)
- Razors for shaving (may have electric razors)
- Silverware items
- Household cleaners in any form

- Mouthwashes that are alcohol based
- Hairdryers/Curling irons
- Clothing irons
- Extension cords
- Throw rugs
- Nail polish or remover
- Any medications (prescription or over the counter) If ordered by the physician, please give to the Community Associate giving meds for safekeeping.
- Electric appliances (need approval from ED prior to bringing these items).

Please remember that this is only a short list and other items may be dangerous residents as well.

As a general rule You should avoid bringing items that have the potential to cause harm to the Resident. Should You have any questions regarding any items to bring, please contact the Wellness Director or the Executive Director.

SMOKING POLICY

We are confident that our policy will enhance the health and well-being of all that live and work in the Community. This policy affects both new Residents and current Residents.

Smoking is strictly prohibited near or at entrances or exits, in or about any other Resident's apartment that objects to smoke, as well as the outdoors of the Community in non-smoking areas and in any vehicle owned or operated by the Community. If You choose to smoke outside, please ask the Executive Director where the Community has designated the outside smoking area. This area meets state standards in regard to fireproof receptacle, fire resistant furniture and has accessibility to a fire extinguisher.

All visitors and guests of new and current Residents must observe this smoke free policy and smoke only in designated areas.

We understand the addictive nature of smoking and the use of other tobacco products. We will make every effort to assist with referral to or recommend a smoking cessation program to Residents who elect to stop smoking. If You have questions or concerns regarding the smoke free policy, please contact the Executive Director.

GUESTS AND VISITORS

Resident guests and visitors are always welcome and are encouraged to visit at their convenience. We do ask that all visitors be considerate of other Residents when visiting the Community (e.g. by recognizing that some Residents prefer to retire early in the evening). To provide a safe and secure environment for Residents, We ask that all visitors sign in/out at the front of the Community when they arrive and leave the building. We also ask Residents to plan with the Executive Director if guests are expected to stay overnight. This also allows us to know who is in the building should an emergency arise. We have the right to ask visitors to leave and/or discontinue visits to the Community if these individuals are disrupting the peace and enjoyment of other residents, threatening Your safety, or interfering with the operation of the Community.

We also encourage Your family and friends to visit and dine with You any time. Please notify the Dining Services Director of guest meals 24 hours in advance, if possible. A nominal cost is charged for each guest meal and may be paid for directly in the Executive Director's office or charged to Your monthly bill. Please contact Your Executive Director in order to coordinate guest meals and payment.

RESIDENT RIGHTS AND PROTECTIONS

At move in, You will receive the State of New York Resident Rights and Protections document for Your review and signature for acknowledgement of receipt. Please discuss with the Executive Director, if You have questions regarding this document.

COMMUNITY RULES

For continued residency in this Community, residents must comply with the following and be responsible for items as noted herein.

- a. Comply with all applicable New York State regulations at the Community
- b. Be responsible for personal items of any kind belonging to or in the possession of the Resident; be responsible to replace, if desired personal items that have been lost, broken or otherwise misplaced, unless the loss, breakage or misplacement was due to the Operator negligence or omission to act.
- c. Residents agree not to bring into the Community and use, any small electric appliances, coffeepots, heating pads, electric blankets, etc.
- d. Residents agree not to bring furniture on the premises unless expressly authorized by the Executive Director.
- e. Residents agree not to smoke in his/her room, common areas, and limited to certain designated areas.
- f. The Community through its Administrator or Case Manager will refer the Resident to the appropriate federal agency regarding Supplemental Security Income (SSI) questions. The Community publishes private pay rates for private and semi-private rooms. The Community will not accept the SSI rate as the basis for payment.
- g. We are authorized to call a Resident's physician, and if the physician is not available, We will call another physician or otherwise cope with the situation using his best judgment, for the Resident whenever management reasonably believes the Resident needs medical attention.

h. Resident visitors must and always sign the register maintained at the front desk of the Community and provide the following information:

- i. Name of visitor;
- ii. Name of Resident;
- iii. Time entering the Community;
- iv. Time leaving the Community; and
- v. Where they will be while in the Community.

WHEN PLANNING ON BEING AWAY FROM THE COMMUNITY

Should the Resident at any time plan to leave the Community for a period of 24 hours or longer, the Resident is required prior to leaving the Community to notify and inform the Administrator of the Community or the Director of Health and Wellness of the date of departure and the date of return to the Community.

EXHIBIT D-1

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCES

[Attach here a printed, full version of the Consumer Information Guide: Assisted Living Residences]

**CONSUMER INFORMATION GUIDE:
ASSISTED LIVING RESIDENCE**

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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:

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

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

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

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 thirty (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 thirty (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 wellbeing.

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.

EXHIBIT D-2

OPERATOR EVALUATION FORM

Model Evaluation



Landing Queensbury (10037)
Model: Pegasus NY Landing Evaluation

Resident Name: _____

Cognitive, Psycho-Social Capabilities

1. Orientation

If you choose any answer other than oriented to person, place and time, **you MUST** complete a mini-cog. **Click HERE for the Mini-Cog Sub-Assessment.**

Definitions

Occasional=not daily but at least monthly

Regular = At least several times weekly and fairly predictable

Severe = More than one time daily- most often multiple times daily

- 0 ☐ Resident is Alert and Oriented to Person, Place and Time
- 3 ☐ Resident has occasional confusion and some difficulty recalling details. Needs occasional prompting or orientation.
- 8 ☐ Resident requires regular prompting due to confusion and disorientation.
- 20 ☐ Resident has severe orientation deficits, with history of poor judgment, creating potential unsafe behaviors to self or others. Staff intervention is needed several times daily.

Notes

2. Wandering Behavior

For Any Answer, other than Does NOT Wander, you **MUST** complete the Elopement Sub-Assessment. **Click HERE to COMPLETE THE ELOPEMENT SUB-ASSESSMENT**

Definition of Intrusive: Unwelcome/uninvited- entering another resident's apartment without permission.

- 0 ☐ Resident does not wander
- 3 ☐ Resident wanders in public areas, but not intrusive
- 5 ☐ Resident wanders intrusively, but easily redirected
- 30 ☐ Resident wanders intrusively and becomes disruptive or aggressive upon redirection
- 30 ☐ Resident wanders with exit-seeking behavior

Notes

3. Behavioral Issues

- 0 ☐ Resident does not exhibit past or present behavioral issues
- 2 ☐ Resident has a history of behavioral issues.
- 2 ☐ Resident has active behavioral issues.

Notes

4. Non-compliance/Refusals

- 0 ☐ Resident does not exhibit past or present behavioral issues
- 3 ☐ Resident is Non-Compliant or demonstrates refusals.

Notes

5. Depression

- 0 ☐ Resident does not exhibit past or present behavioral issues
- 8 ☐ Resident experiences depression or feelings of hopelessness.

Notes

6. Altered Sleep Cycle

- 0 ☐ Resident does not exhibit past or present behavioral issues
- 10 ☐ Resident is experiencing an altered sleep cycle.

Notes

7. Agitation/Anxiety

- 0 ☐ Resident does not exhibit past or present behavioral issues
- 12 ☐ Resident gets agitated or displays anxiety (pacing, worrying);
fluctuates emotionally.

Notes

8. Hallucinations/Delusions/Impaired decision making

- 0 ☐ Resident does not exhibit past or present behavioral issues
- 12 ☐ Resident has hallucinations/delusions-impaired decision making skills; reality disorientation.

Notes

9. Aggression; Foul language, Belligerent, destructive

- 0 ☐ Resident does not exhibit past or present behavioral issues
- 15 ☐ Residents Aggression and anxiety causes foul language, belligerence and destructive behaviors

Notes

10. Sexually Inappropriate Behavior

- 0 ☐ Resident does not exhibit past or present behavioral issues
- 15 ☐ Resident exhibits sexually inappropriate behavior

Notes

11. Communication

This question could be in relation to a communication deficit, language barrier, or physical or cognitive needs. It may also reflect how the resident is able to make their needs known, on a daily basis, or in an event of an emergency. (the ability to use the pull cord, pendant, etc.)

- 0 ☐ Resident communicates independently and makes needs known
- 1 ☐ Resident needs assistance to make and receive telephone calls
- 4 ☐ Resident has difficulty making needs known and requires additional employee attention and/or assistance with adaptive devices.

Notes

12. Life Enrichment

If the resident is resistant to life enrichment and socialization activities, please describe in notes if this is a NEW behavior or if resident has always preferred to spend time alone.

Please include life enrichment choices and preferences in the notes.

- 0 ☐ Resident is independent in life enrichment and socialization activities
- 1 ☐ Resident requires reminders
- 4 ☐ Resident needs daily assistance/redirection with activities and events. Resident exhibits short attention span or has physical impairment that limits abilities to complete activities.

Notes

13. Smoking

Independent= Resident smokes safely in designated area

Escort and Set Up = escort to designated area and then providing cigarette, assistance with lighter, proper disposal of cigarette butt when resident finished smoking. Associate does not have to be present during the smoking process.

Complete supervision of smoking = Resident cannot be left unattended due to safety concerns.

If the Resident Smokes, You MUST complete a smoking Sub-Assessment. Click [HERE](#) to complete a SMOKING SUB-ASSESSMENT

- 0 ☐ Resident is a non-smoker currently
- 0 ☐ Resident can smoke independently in designated areas
- 6 ☐ Resident requires escort and set up (providing cigarette, assistance with lighter, proper disposal of butt) with smoking in designated areas
- 10 ☐ Requires complete supervision with smoking in designated areas (due to safety concerns)

Notes

Activities of Daily Living/Physical Functioning

14. Oral Care

Set Up: Apply toothpaste to toothbrush, denture paste to dentures, denture cleaner into cup, etc.

Stand by Assistance: Cue resident on brushing, spitting as needed, rinsing, flossing, etc.

*If resident has dentures- describe if top, bottom, partial or full set in notes

- 0 ☐ Resident is independent
- 1 ☐ Resident requires reminders
- 3 ☐ Resident requires assistance

Notes

15. Dressing and grooming

- 0 ☐ Resident is independent
- 1 ☐ Resident requires reminders
- 2 ☐ Resident requires set up
- 3 ☐ Requires assistance
- 4 ☐ Resident requires 2 person assistance for completion of the task

Notes

16. Hearing Aid

- 0 ☐ Does Not Require
- 0 ☐ Resident is independent
- 1 ☐ Resident requires assistance

Notes

17. Eye Glasses

- 0 ☐ Does Not Require
- 0 ☐ Resident is independent
- 1 ☐ Resident requires assistance

Notes

18. Dentures

Reminders or assistance locating and/or caring for dentures

- 0 ☐ Does Not Require
- 0 ☐ Resident is independent
- 2 ☐ Requires assistance

Notes

19. Bathing

The bathing score will be multiplied by the amount of baths the resident prefers each week.

You will choose the highest care choice in this selection. Example: if the resident requires physical assistance with bathing, we will not charge to Set up OR remind the resident to bathe because those tasks are included in the act of physically assisting the resident.

- 0

☐

Resident bathes independently
- 1

☐

Resident requires reminders
- 2

☐

Staff to set up bathing supplies
- 5

☐

Requires stand-by assistance
- 5

☐

Requires physical assistance
- 10

☐

Resident requires two person assistance

Notes

20. Resident requests whirlpool

PLEASE NOTE Not all communities have whirlpools available as an option

- 0

☐

Does not apply
- 8

☐

Resident requires set up
- 10

☐

Resident requires assistance
- 16

☐

Resident requires two person assistance

Notes

21. Bathroom Assistance

Intermittent = several times weekly

Periodic = approximately every 2 hours

- 0

☐

Continent and independent
- 1

☐

Resident requires reminders
- 1

☐

Incontinent but independent
- 2

☐

Intermittent assistance needed
- 10

☐

Periodic scheduled assistance during day and night

Notes

22. 2 Person assistance needed for bathroom assist

- 0

☐

Does not apply
- 15

☐

Resident requires 2 person assistance for completion of the task

Notes

23. Incontinent with Destructive Behaviors

Resident is incontinent of bowel or bladder with destructive/infection control behaviors (urination in public areas, fecal smearing, etc.)

- 0 ☐ Does not apply
- 20 ☐ Requires assistance

Notes

24. Additional Care Needs

Interpretive Guidelines:

Resident has equipment or a special device needed to manage daily elimination needs. Describe in narrative what device or equipment is used and how often associates are to assist with care.

Resident has a Colostomy, Catheter, Bedside Commode or (please describe if other)

SET UP= opening packages, setting out supplies, emptying urinal, catheter, colostomy bag, cleaning areas around site (if designated and trained).

ASSISTANCE= TRAINED, Designated associates (some States may require only Licensed associates) assisting with certain tasks.

- 0 ☐ Does not apply
- 0 ☐ Resident is independent with managing colostomy, catheter, bedside commode, etc.
- 1 ☐ Resident requires set up to manage colostomy, catheter, bedside commode, etc.
- 3 ☐ Resident requires physical assistance to manage colostomy, catheter, bedside commode, etc.

Notes

Mobility, Transfer, Escort

25. Transfers and Mobility

Mechanical lift requires 2 person assistance

Not all residents that require 2 person assist use a mechanical lift.

- 0 ☐ Resident is independent
- 3 ☐ Requires stand-by assistance
- 3 ☐ Resident requires 1 person assist with transfer
- 3 ☐ Resident requires reminders to use assistive devices
- 30 ☐ 2 person assistance required for transfers
- 30 ☐ Mechanical lift required.

Notes

26. Status Checks?

- ☐ Resident does NOT require and does NOT request status checks
- ☐ Resident requires status checks during the night
- ☐ Resident requires status checks during the day and night

Notes

27. Escort assistance

Escort = walking beside a resident (with or without gait belt), or pushing resident's wheelchair to and from meals and activities. Escorts can be a physical need or a cognitive need to help a resident get to a location at a specific time.

- ☐ Does Not Require
- ☐ Resident requires escorts, to and from meals and activities, for safety, physical or cognitive impairments. (This may involve pushing the resident's wheelchair).

Notes

28. Assistive Devices

- ☐ Does Not Require
- ☐ Cane
- ☐ Walker
- ☐ Manual Wheelchair
- ☐ Electric Wheelchair or scooter

Notes

29. Fall Risk

If the resident has had any falls and interventions are needed, you must refer to this list to assist you in choosing the proper fall interventions. Include the interventions that are needed in the Note Box with your selection. [CLICK HERE for the FALL INTERVENTION List](#)

- ☐ No falls or risk factors noted
- ☐ Resident has had 1 fall within the last 3 months.
- ☐ Resident has had more than 1 fall in the last 3 months

Notes

Nutrition, Dining Services

5/31/22, 4:12 PM

Model Evaluation

30. Diet Order

- 0 ☐ Resident is on a regular diet
- 2 ☐ Resident has a physician ordered special diet order
(example; no concentrated sweets, no added salt)

Notes

31. Modified food or liquids

Describe in Notes physician's order

- 0 ☐ Does not apply
- 3 ☐ Resident requires modified texture food preparation
(example; pureed, soft, chopped meat, thickened liquids, etc)

Notes

32. Recent Weight Change

- 0 ☐ Does not apply
- 1 ☐ Resident has had unplanned weight loss that will require monitoring
- 1 ☐ Resident has had unplanned weight gain that will require monitoring

Notes

33. Meal Reminders

- 0 ☐ Does Not Require
- 1 ☐ Resident requires assistance

Notes

34. Dining Assistance

Set Up = opening of packets, buttering of bread, adding cream or sugar to coffee, etc.

Therapeutic Dining = a small group of residents permitted to eat in dining room, spaced per recommendations during outbreak. These residents need supervision during meals or would not eat if not for prompting and cuing.

- 0 ☐ Resident is independent
- 1 ☐ Resident requires set up
- 2 ☐ Resident requires verbal prompts and cueing and may require a Therapeutic Dining program
- 15 ☐ Resident requires physical assistance with eating

Notes

35. Resident uses adaptive devices for dining

- 0 ☐ Does Not Require
- 1 ☐ Resident requires assistance

Notes

36. Resident uses nutritional supplements

- 0 ☐ Does Not Require
- 1 ☐ Resident requires assistance

Notes

37. Requires routine tray delivery service to apartment

- 0 ☐ Does Not Require
- 2 ☐ Requires assistance

Notes

Model Evaluation

38. Feeding Tube

As permitted by State Regulations

- 0 ☐ Does Not Require
- 1 ☐ Resident is independent
- 15 ☐ Resident requires assistance

Notes

Health Related Services

39. Chronic Illness

- 0 ☐ Resident has no chronic health care issues and no listed physician diagnosis
- 1 ☐ Resident has a chronic illness (one diagnosis) that is being managed by a physician
- 2 ☐ Resident has 2 or more diagnosis that are managed and followed by a physician.

Notes

40. Acute Illness

A sudden illness that could include an exacerbation of an existing diagnosis, or an illness that is a new diagnosis.

- 0 ☐ No acute illness
- 1 ☐ Resident has had an acute illness in the last 6 months.
(Describe illness in the notes)

Notes

41. Recent Hospitalization

If resident has had a recent hospitalization, please list reason for hospitalization in the note box.

- 0 ☐ Does not apply
- 0 ☐ Resident was hospitalized in the last 6 months.

Notes

Model Evaluation:

42. Skin Care Needs

- 0 ☐ Resident is independent in preventative skin care.
- 2 ☐ Resident will need assistance with preventive skin care.

Notes

43. Skin Status

Acute= less than 6 months
Chronic= greater than 6 months

- 0 ☐ Resident's skin is clear and intact.
- 3 ☐ Resident has acute skin care needs.
- 3 ☐ Resident has chronic skin care needs

Notes

44. Wounds

- 0 ☐ Does not apply
- 0 ☐ Resident is independent
- 0 ☐ Resident has State allowed wounds managed by a Third Party Provider
- 4 ☐ Resident requires staff assistance for dressing changes to wounds (as permitted by State regulations and scope of practice)

Notes

45. Medication packaging

This question pertains to only those residents that receive assistance with medications.

If a resident is receiving assistance with medication does not utilize the community preferred packaging, a fee may be charged to their bill based on the answer to this question.

- 0 ☐ Does not apply
- 0 ☐ Resident's medications are in non-preferred packaging and resident and/or family are aware a monthly fee will occur on the bill.

Notes

46. Medication Assistance

If the resident is **INDEPENDENT** with Medications with accompanying physician's orders, the resident must continue to to be evaluated for competency with the **SELF MEDICATION ASSESSMENT** as required by State Regulations. Click [HERE](#) for the **SELF MEDICATION ASSESSMENT**.

- 0 ☐ Resident is independent with self medication administration with accompanying physician's orders and demonstrates competency through self administration evaluation. We do no tasks related to their medications.
- 4 ☐ Resident, that is otherwise independent with self administration of medication, requires employees assistance for reordering of medications.
- 6 ☐ Requires employees assist/administer medications up to 3x per day with 4 or fewer medications per pass
- 7 ☐ Requires employees assist/administer medications up to 3x per day with more than 4 medications per pass
- 8 ☐ Requires more than 3 med passes per day with 4 or less meds per pass.
- 9 ☐ Requires more than 3 med passes per day with 4 or more meds per pass

Notes

47. PRN medications

- 0 ☐ Does Not Require
- 1 ☐ Resident requires assistance

Notes

48. Non-oral medications

- 0 ☐ Does Not Require
- 1 ☐ Resident requires assistance

Notes

49. Nebulizer Medications

- 0

☐ Does Not Require
- 1

☐ Resident requires assistance

Notes

50. Vital Signs or Weights tied to Medication Pass

- 0

☐ Does Not Require
- 1

☐ Resident requires assistance

Notes

51. Resident requires medications to be crushed

Medications must have an order to be crushed. Some medications cannot be crushed.

- 0

☐ Does Not Require
- 2

☐ Requires assistance

Notes

52. Psychotropic Medications

- 0

☐ Does Not Require
- 3

☐ Resident requires assistance

Notes

53. Needs assistance with ordered TED hose

- 0 ☐ Does Not Require
- 3 ☐ Requires assistance

Notes

54. Blood Glucose Monitoring

- 0 ☐ Does not apply
- 0 ☐ Resident monitors blood sugars independently, disposes of sharps properly and will notify nurse or MD of any concerns
- 1 ☐ Requires employees to assist with Blood Sugar Monitoring 1x Daily
- 2 ☐ Requires employees to assist with Blood Sugar Monitoring 2x Daily
- 3 ☐ Requires employees to assist with Blood Sugar Monitoring 3x Daily
- 4 ☐ Requires employees to assist with Blood Sugar Monitoring 4x Daily

Notes

55. Insulin Administration

- 0 ☐ Does not apply
- 0 ☐ Resident is independent in insulin use, proper sharps disposal, and notifying nurse or MD of concerns
- 2 ☐ Requires employees assistance to administer insulin 1x daily
- 4 ☐ Requires employees assistance to administer insulin 2x daily
- 6 ☐ Requires employees assistance to administer insulin 3x daily
- 8 ☐ Requires employees assistance to administer insulin 4x daily

Notes

56. Resident requires lab work for medication monitoring

- 0 ☐ Does Not Require
- 1 ☐ Requires regular lab work

Notes

57. Oxygen use

Requires staff monitoring and assistance of an appropriately trained caregiver

- 0 ☐ Does not apply
- 1 ☐ Resident is independent
- 2 ☐ Requires assistance

Notes

58. Resident Utilizes Home Health

- 0 ☐ Does Not Require
- 1 ☐ Resident has Home Health Services. The Agency name and number is:

Notes

59. Resident utilizes Hospice

- 0 ☐ Does Not Require
- 1 ☐ Resident is on Hospice Services. The name of the Agency is:

Notes

60. Resident utilizes Private Sitters

- 0 ☐ Does Not Require
- 1 ☐ Resident uses Private sitting services. The Agency name is:

Notes

Laundry and Housekeeping

61. Housekeeping

- 0 ☐ Resident is independent
- 0 ☐ Resident utilizes base service housekeeping.
- 5 ☐ Resident desires or requires additional housekeeping services

Notes

62. Laundry

- 0 ☐ Resident is independent
- 0 ☐ Resident utilizes base service laundry (1 load of linen, 1 load of clothing) weekly
- 2 ☐ Resident desires or requires additional laundry services

Notes

General

63. Transportation and appointment needs

- 0 ☐ Resident is independent in arrangements and transportation for all scheduled appointments and will not need a companion in emergency transportation situations.
- 0 ☐ Resident will need a companion for scheduled appointments
- 0 ☐ Resident will need a companion for emergent transportation events
- 2 ☐ Resident will need assistance in arranging transportation for scheduled needs and appointments

Notes

64. Pet care

There are no points associated with this question. If the resident needs assistance with pet care, select that assistance is needed and a fee will be added to the bill.

- 0 ☐ Does Not Require
- 0 ☐ Requires assistance

Notes

Assessment Total

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Model Evaluation

New York EALR Needs

65. Does the Resident need Oxygen Therapy?

- ☐ Does Not Require
☐ Requires assistance

Notes

66. Does the resident need Blood Pressure Checks?

- ☐ Does Not Require
☐ Requires assistance

Notes

67. Does the resident need Indwelling Catheter Care?

- ☐ Does Not Require
☐ Requires assistance

Notes

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Model Evaluation

68. Does the Resident need Nebulizer Treatments?

- ☐ Does Not Require
☐ Requires assistance

Notes

69. Does the Resident need treatments for Skin Tears or Abrasions?

- ☐ Does Not Require
☐ Requires assistance

Notes

70. Does the Resident have a need for 1 or 2 person assist with transfers?

- ☐ Does Not Require
☐ Requires assistance

Notes

71. Does the resident have need for Blood glucose monitoring?

- ☐ Does Not Require
☐ Requires assistance

Notes

72. Does the Resident Need Splint, Brace, or Cast Care?

- ☐ Does Not Require
☐ Requires assistance

Notes

73. Does the Resident need Ostomy Care?

- ☐ Does Not Require
- ☐ Requires assistance

Notes

74. Does the Resident need Insulin Administration?

- ☐ Does Not Require
- ☐ Requires assistance

Notes

75. Does the Resident Need Foley Catheter Care?

- ☐ Does Not Require
- ☐ Requires assistance

Notes

76. Does the Resident need Suprapubic Catheter Care?

- ☐ Does Not Require
- ☐ Requires assistance

Notes

77. Does the Resident need Transdermal Patches applied?

- ☐ Does Not Require
- ☐ Requires assistance

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Model Evaluation

Notes

78. Does the Resident need Temperature, Pulse and Respiration monitoring?

- ☐ Does Not Require
☐ Requires assistance

Notes

79. Does the Resident need assistance with Wound Care?

- ☐ Does Not Require
☐ Requires assistance

Notes

Assessment Total

Resident

Date

Assessed By

Date

Responsible Party

Date