**Willow Gardens Residency Agreement**

**TABLE OF CONTENTS**

## TABLE OF EXHIBITS



## TABLE OF ADDENDA

**WILLOW GARDENS RESIDENCY AGREEMENT**

This is the Residency Agreement between ***WILLOW GARDENS, INC***.

(**the "Operator"), and** _____ **("Resident"),**

_____ **("Resident's Representative**", if any) and

_____ **("Resident's Legal Representative**", if any)

**RECITALS**

**A.** **The Operator** is licensed by the New York State Department of Health to operate at

***60 Willow Drive, New Rochelle, New York 10805*** as an Assisted Living Residence

("The **Residence**") known as ***WILLOW GARDENS*** and as an Adult Home.

The Operator is also certified to operate, at this location, an **Enhanced Assisted Living Residence,** and a **Special Needs Assisted Living Residence**.

**B.** You have requested to become a Resident at Willow Gardens and the Operator has accepted your request.

# WILLOW GARDENS AGREEMENT

## I. Housing Accommodations: and Services

Beginning on _____, 20____, the Operator shall provide the following housing accommodations and services to **the Resident** 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 I accordance with the provisions of this agreement.

### A. Housing Accommodations and Services

**Your Room:** Resident may occupy and use a private ( ) or semi-private ( ) room number _____ subject to the terms of this Agreement.

1. **Common Areas. Resident** will be provided with unrestricted access to the general – purpose rooms at ***Willow Gardens*** such **as Courtyard and Dining Room (s)** for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m. Use of the activity rooms and common seating areas is available 24 hours pers day at Willow Gardens.
2. **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 Resident's room.
3. **Furnishings/Appliances Provided by the Resident**

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

**B. B. Basic Services**

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

1. **Meals and Snacks.** Three nutritionally well-balanced meals per day and **three** snacks per day are included in Basic Rate. Afternoon snacks are provided seven days per week and snacks and drinks are in kitchenettes on each floor for resident consumption 24 hours per day. The following modified diets will be available if ordered by **Resident's** physician and included in **Resident's** Individualized Services Plan: **Regular, No Added Salt, No Concentrated Sweets, and Mechanically Soft.**

2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet **Resident's** physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.

3. **Housekeeping and Linen Service.** The Operator will provide linen service that include towels and washcloths, pillows, pillowcases, blanket, bed sheets, bedspread, all in clean and good condition. **Personal washable clothing will be laundered as often as needed.**

4. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24 – hour a day, seven days a week basis) as well as the other components of supervision as specified in law.

5. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of **Resident's** needs and interests, information and referral, and coordination with available resources to best address **Resident's** identified needs and interests.

6. **Personal Care**. Includes a minimum of three and three-quarter (3.75) hours per week of personal care services including wellness checks such as weight and blood pressure monitoring and 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, assistance with self-administration of medication.

7. **Individualized Service Plan**. Facility will develop an Individualized Service Plan to address the person's needs and which will be reviewed and revised every six months, whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

**C. Additional Services**

Exhibit III.B., attached to and made a part of this Agreement, describes in detail, the Community Fee and any Additional Services or Amenities available for an additional or supplemental Fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

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

## II. Disclosure Statement

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

## III. Fees

**A. Basic Rate**

**(1) <u>Financial Arrangements</u>**

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident (*or other specified party*) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section 1.B of this Agreement (*the "Basic Rate*"). The Basic Rate as of the date of this agreement is: Prorated per monthly amount / 30 days (This will be completed when completing residency agreement.)

Single Rate $_____ per month or $_____ per day

- A Semiprivate room is available: **Yes** or **No** (Please circle)

Semiprivate Rate $_____ per month or $_____ per day

(2) **Tiered Fee Financial Arrangements**

Any "Tiered" Fee arrangements, in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care, are set forth in detail in Exhibit III.A.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.

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

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

A Supplemental fee must be a Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident. *(See section IIIB)*

A Community Fee is a one-time fee that the Operator may charge at the time of admission.

If the Resident moves out within the first 30 days of Residency, a full refund of the community fee, less $250.00 will be given.

After move-in, if the Resident leaves Willow Gardens after 30 days of Residency for any reason, no Community Fee refund will be given.

The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community Fee pays for and what the amount of the Community Fee will be, as well as any terms regarding refund of the Community Fee. The prospective Resident, once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee as a condition of residency **in the residence**, or to reject the Community Fee and thereby reject residency at ***Willow Gardens***.

Any charges by the Operator, whether a payment of the Basic Rate, Supplement, Additional or Community Fees, shall be made only for services and supplies that are actually supplied to the Resident.

C. **Rate or Fee Schedule**

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

D. **Billing and Payment Terms** Payment is due by the **first of each month and** shall be delivered to **the Operator**. **A late payment charge of $25.00 may be assessed if the total amount of the payment due is not paid by the tenth (10th) day of the month. An additional $25.00 may be charged if the payment is not made by the twentieth (20th) of the month.** In the event Resident is no longer able to pay for all authorized charges due to lack of funds, the Operator will assist the Resident in obtaining public benefits or other available supplemental public benefits and/or assist with alternate appropriate placement. *Such procedures must be in accordance with the provisions regarding termination of the agreement set forth in section XIII3.*

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

1. Resident has 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 Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of **Resident's absence**. The charge for this reservation is $_____ per day. (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 Thirty (30) days. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. **Resident** may choose to terminate the agreement rather than reserve such space but must provide the Operator with any required notice.

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

Upon termination of this agreement or at the time of **Resident** discharge, but in no case more than three (3) business days after **Resident** leaves *Willow Gardens,* the Operator must provide Resident or Legal Representative, or any person designated by **Resident** with a final written statement of payment and personal allowance accounts at the Residence. The Operator must also return at the time of your discharge, but in no case more than three (3) business days, after the Resident discharge, any **Resident** money or property which comes into the possession of the Operator after **Resident's discharge**. The Operator must refund on the basis of a per diem proration any advance payment(s) which **Resident has** made.

If **Resident dies, the Operator must turn over Resident's property to the legally authorized representative of Resident's estate**.

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

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

If Resident wishes to voluntarily transfer money, property, or things of value to the Operator upon admission or at any time, and the Operator has agreed to accept such transfer, Operator must enumerate the funds or items given or promised to be given and attach to this agreement a listing of the items to be transferred. Such listing is attached as Exhibit V. and is made a part of this Agreement. Such funds shall include any agreement made by third parties for Resident's benefit.

VI. **Property or Items of Value Held in the Operator's Custody for Resident.**

No funds or personal belongings will be held.

VII. **Fiduciary Responsibility**

If the Operator assumes management responsibility over Resident funds, the Operator shall maintain such funds in a fiduciary capacity to the resident. Any interest on money received and held for Resident by the Operator shall remain the Resident's property.

VIII. **Tipping**

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

**IX. Personal Allowance Accounts**

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with Resident or Resident's Representative. Resident agrees to inform the Operator if Resident receives or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds. Resident or Resident's Representative 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 Resident has a signatory to this agreement besides the Resident and if that signatory does not choose to place Resident's personal allowance funds in a Residence maintained account, then that signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

## X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. The Operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C 12101 et seq. and with the provisions of those sections.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Resident and has determined that Resident is appropriate for admissions to this Residence, and that the Operator is able to meet Resident's care needs within the scope of services authorized under the law and within the scope of services determined necessary under Resident's Individual Service Plan.
4. If Resident is being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If Resident is being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. If Resident is residing in a "Basic" Assisted Living Residence and Resident care needs subsequently change in the future to the point that Resident required either Enhanced Assisted Living Care or 24-hour skilled nursing care, Resident 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 bed available, and is able and willing to meet the needs in such unit, Resident may be eligible for Residency in such Enhanced Assisted Living unit.

7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
   (a) 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.
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. **Rules of the Residence**

Attached as Exhibit XI and made a part of this Agreement are the Rules of the Residence. By signing this agreement, the Resident and Resident's Representative agree to obey all reasonable Rules of the Residence.

XII. **Responsibilities of Resident, Resident's Representative and Resident's Legal Representative**

A. Resident, or Resident's Legal Representative to the extent specified in this Agreement, **is** responsible for the following.

1. Payment of the Basic Rate and any authorized Additional and agreed to Supplement 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 change in health status, change in physician or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

XIII. **Termination and Discharge**

This Residence Residency Agreement and Residency in ***Willow Gardens*** may be terminated in any of the following ways:

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

The grounds upon which involuntary termination may occur are:

1. Resident requires continual medical or nursing care which the Residence is not permitted by law or regulation to provide.
2. Resident behavior poses imminent risk of death or imminent risk of serious physical harm to himself/herself or anyone else.
3. Resident fails to make timely payment for all authorized charges, expense, and other assessments, if any, for services including use and occupancy of the premises, materials, equipment, and food which the Resident has agreed to pay under this Agreement. If Your failure to make timely payments resulted from an interruption in Your receipt of any public benefit to which You were entitled, no voluntary 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.
4. The Resident repeatedly behaves in a manner that directly impairs the well-being, care or safety of the Resident or any other Resident, or which substantially interferes with the orderly operation of the Residence.
5. The Operator has had its operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the Facility.
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

The Resident may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If the Resident challenges the termination, the Operator, in order to terminate, must institute a special processing in court. The Resident will not be discharged against his/her 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 the Resident.

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

The Operator must assist any Resident if the Operator proposes to transfer or discharge to the extent necessary to assure, whenever practicable, Resident's placement in a care setting which is adequate, appropriate, and consistent with his/her wishes.

## XIV. Transfer

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

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

If a Resident is transferred, in order to terminate the Residency Agreement, the Operator must proceed with the termination requirements set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to the Resident at the location to which he/she has been transferred. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal services upon a natural person.

If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, the Resident is deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, Resident must be readmitted.

**XV. Resident Rights and Responsibilities**

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

XVI. **Complaint Resolution**

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

The Operator agrees that the Residents of the Residence may organize and maintain a **Resident Council** or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues, or suggestions reported by the Resident's 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 **Resident's complaints** in order to assist in the protection and exercise of **Resident's** Rights.

XVII. **Miscellaneous Provisions**

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is

terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

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

XVII. **Agreement Authorization**

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

Date: _____ _____

(Signature of Resident)

Date: _____ _____

(Signature of Resident's Representative)

Date: _____ _____

(Signature of Resident's Legal Representative)

Date: _____ ***WILLOW GARDENS, INC.***

_____

(Signature of Operator or Operator's Representative)

## Personal Guarantee of Payment (Optional)

**Resident Name: _____**

I, _____ personally guarantee payment of charges for **the Resident's** Basic Rate

I, _____ personally guarantee payment of charges for the following services, material, or equipment, provided to the **Resident**, that are not covered by the Basic Rate.

_____ _____

_____ _____

_____ _____

Dated Guarantor's Signature

_____

Guarantor's Name (Print)

_____

Guarantor's Address

_____

Guarantor's Telephone Number

**Guarantor of Payment of Public Funds (Optional)**

If Resident has a signatory to this Agreement besides the **Resident himself/herself** and that signatory controls all or a portion of **Resident's** 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 **Resident's** obligations under this Agreement.

_____ _____

(Date) (Guarantor's Signature)

_____

Guarantor's Name (Print)

**EXHIBIT I.A.I.**

Identification of Room Number _____

Private _____

Semi- Private _____

**EXHIBIT I.A.3**

**Furnishings/Appliances Provided by Willow Gardens**

The Operator provides:

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

**The Operator prohibits portable electric heaters, hot plates, toasters, toaster ovens as these items are not allowed. Other items may also be prohibited that impact resident safety.**

**EXHIBIT I.A.4.**

## Furnishings/Appliances Provided by Resident

If they wish, the Residents may elect to bring their own:

- Furniture
- Lamps
- Linens
- Accessories

**EXHIBIT I.C.**

**Willow Gardens Additional Service, Supplies or Amenities**

This statement is part of the Residency Agreement and shall specify the following services, supplies or amenities are available from the Operator directly or through Resident's arrangements with outside parties for the following additional charges:

| Item | Additional Charge | Provided By |
|---|---|---|
| Dry Cleaning | Fees based on service provider | Local Dry Cleaner |
| Professional Hair Grooming | Fees based on service provider | On Premises |
| Personal Toiletries (i.e., shampoo, shaving cream, etc.) | Fees based on service provider | Pharmacy |
| Commissary Goods | Fees based on service provider | Pharmacy |
| Long Distance Telephone Service | Fees based on service provider | Several Providers |
| Local Phone Service | Fees based on service provider | Verizon |
| Air Conditioning (if available) | Included in Rent | Willow Gardens |
| Cable T.V. (if available) | Fees based on service provider | Cablevision / Verizon |
| Scheduled Transportation, via car or van (not handicapped accessible) * | Included in Rent | Willow Gardens |
| Escort Aide | Fees based on service provider | Azor Licensed Home Care |

* Medical transportation costs exceed those that are covered by Medicaid, Medicare, or other Third-Party Payments.

Escort to Medical Appointments provided by The New Jewish Home Care Agency $ 28 per hour

Date: _____ _____

*(Signature of Resident)*

Date: _____ _____

*(Signature of Resident's Representative)*

Date: _____ _____

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

**EXHIBIT I.D.**

**Licensure/Certification Status of Providers at Willow Gardens**

The Operator contracted with licensed The New Jewish Home Care Agency to provide personal care services for Residents. Resident reserves the right to use any other certified or licensed agency at Willow Gardens to provide personal care beyond the basic services if they desire.

Should Resident elect to use an outside contractor to obtain these Additional Services, Resident is entitled to receive case management services to assist him/ herself with obtaining these services.

**EXHIBIT II**

**DISCLOSURE STATEMENT**

***Willow Gardens, Inc.*** ("The **Operator**") as operator of ***Willow Gardens*** ("The **Residence**"), hereby discloses the following as required by Public Health Law Section 4658 (3).

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

2. The **Operator** is licensed by the New York State Department of Health to operate ***Willow Gardens*** at 60 Willow Drive, New Rochelle, New York 10805 as an **Assisted Living Residence** as well as an Adult Home.

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

The Operator is currently approved to provide:

a. Enhanced Assisted Living services for up to a maximum of **30** persons.

b. Special Needs Assisted Living services for up to a maximum of **51** persons.

The Operator will post prominently in the Residence, 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 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 person stated above. If Resident becomes appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, Resident 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 Resident or Resident representative to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements.

3. The owner of the real property upon which the Residence is located is ***Willow Gardens, Inc***. The mailing address of such real property owner is **60 Willow Drive, New Rochelle, NY 10805**. The following individual is authorized to accept personal service on behalf of such real property owner **President and CEO, Rita Mabli *United Hebrew* 391 Pelham Rd. New Rochelle, NY 10805.**

4. The Operator of the Residence is ***Willow Gardens, Inc***. The mailing address of the Operator is **60 Willow Drive, New Rochelle, New York 10805.** The following individual is authorized to accept personal service on behalf of the Operator.
**President and CEO, Rita Mabli *United Hebrew* 391 Pelham Rd. New Rochelle, NY 10805**

5. List any ownership interest, in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence.
**None**

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

*7.* Residents at Willow Gardens can receive services from service providers with whom the Operator does not have an agreement.

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

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

10. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll -free number 1-855-582-6769 to request an Ombudsman to advocate for the Resident. The local LTCOP telephone number is 914-682-3926 ext. 2121. The NYSLTCOP website is www.ltcombudsman.ny.gov

**EXHIBIT III.A.2.**

## Willow Gardens Tiered Fee Arrangements

The **Basic Rate** includes wellness checks such as weight and blood pressure monitoring and basic assistance with personal care including some assistance with bathing, grooming, dressing, toileting *(if applicable)*, ambulation *(if applicable)*, feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication. The care includes a minimum of 3.75 hours/ week of care.

All residents are admitted under the **Special Needs Assisted Living Residence (SNALR) certification** secondary to their diagnosis of dementia. Services provided under the SNALR certification include secure unit, extra staffing, specialized training, and egress doors. There are **no additional fees** for admission under the SNALR certification.

Residents admitted in the **Enhanced Assisted Living Residence (EALR)** will receive additional assistance from staff in addition to the 3.75 hours of personal care assistance per week included in the Basic Rate. This includes those who wish to remain in the residence to age in place. People in an Enhanced Assisted Living Residence constantly require assistance to get out of a chair, walk or use stairs, are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel, and/or need assistance to manage chronic urinary or bowel incontinence. There are **no additional fees** for residents in the EALR. **Refer to the EALR Addendum for list of services provided.**

The **Concierge Plus Package** is for EALR residents that require complete assistance with dressing, grooming, chronic unmanaged incontinence, use of medical equipment, and/or assistance from two persons for transfers. This is an additional $3600/ month.

**EXHIBIT III.B.**

## Willow Gardens Community Fees and Additional Fees

**Additional Services Fees**

(i) If Resident fails to move or hire a company to move Resident's furniture and personal property out of the Residence on or before the Resident's Discharge Date, the Operator may move the furniture and personal property to a storage facility or store Resident's furniture and personal property in the Residence and, in either case, charge Resident with reasonable moving fee(s) and customary storage fee(s). The Resident's personal property will be stored for 30 days. If there is no further arrangement made, they will be disposed.

**Community Fee (One- Time Fee)**

A community fee equal to 30 days basic monthly rate. This fee covers costs associated with community updates and activities.

In the event the Resident chooses not to move to Willow Gardens for any reason, excluding a medical reason, a refund equal to the Community Fee less $250.00 will be given. If the Resident moves out within the first 30 days of Residency, a full refund, less the $250.00 will be given.

**EXHIBIT III.C**

**Breakdown of Rates/Fees**

- The balance of $_____ for the First Month's Rent (prorated as applicable) is payable by Resident / Resident's Representative(s) prior to Admission.
- Monthly Rate: _____
- Community Fee $ _____
- **Concierge Plus Package** $3600 per month *(if applicable)* **YES** or **NO** (Please circle)
    - Concierge Plus Package is for residents who require total assistance from two persons for transfers. Please refer to the Enhanced Assisted Living Residence (EALR) Addendum for a list of services provided if needed.
- Resident will be in a **private room** or **semiprivate room** (Please circle)
- Rate is based on square footage of rooms.
    - Square footage in private rooms vary from 252 sq. ft. to 660 sq. ft.
    - Deluxe studios are $10,000 - $12,000 depending on square footage and studios are $9200 - $9900 depending on square footage .
    - Semi-private rooms' square footage varies from 206 sq. ft. to 225 sq. ft. and start at $8500- $8900 per month per resident depending on square footage.
- There is no additional fee for residents in the Special Needs Assisted Living Residence or for residents in the Enhanced Assisted Living Residence . The monthly rent is the basic rate.

**EXHIBIT V.**

**Transfer of Funds or Property to Operator**

If Resident wishes to voluntarily transfer money property or things of value to the Operator upon admission or at any time, the Operator must enumerate the funds or items given or promised to be given and attach to this agreement a listing of the items 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 Resident's benefit.

**EXHIBIT XI.**

**Residence Rules at Willow Gardens**

- Willow Gardens Employees are not allowed to accept gratuities.
- Residents and /or guests must sign in and out at the concierge desk at all times.
- Guests are required to respect all house rules.
- Please refrain from loud music and television after 9 p.m.
- Willow Gardens is a non – smoking building. Smoking is prohibited in all areas.
- Residents and staff participate in a monthly fire drill. Annually, one of the fire drills include a total evacuation of the facility.
- Treat other residents with respect, courtesy, consideration, and dignity.
- Avoid littering inside and outside of Willow Gardens property.
- Please park in designated areas.
- Loitering is prohibited in and out of Willow Gardens property.
- Appropriate attire is expected in all common areas at all times.
- Inappropriate attire includes Pajamas or Bathrobes, Bare Feet or Slippers.
- Mealtimes are as follows: Breakfast: 9:00 a.m. Lunch: 12:00 p.m. Dinner: 5:00 p.m.
- Residents are not permitted to have portable electric heaters, hot plates, toasters, toaster ovens as these items are not allowed. Other items may also be prohibited that impact resident safety.
- Visiting Hours are 24 hours 7 days a week based on resident's consent of visit.
- Residents are required to participate in fire drills at least once in each calendar quarter and are required to participate in a total evacuation of the building at least once per year.

**EXHIBIT XV**

**RIGHTS OF RESIDENTS IN ASSISTED LIVING RESIDENCES**

***RESIDENT'S RIGHTS AND RESPONSIBILITES 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.

(Q) Every Resident of an assisted living residence that is 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.

(R) 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 & Recommendations at Willow Gardens**

We encourage all Residents and Family Members at Willow Gardens to express their concerns about the community and to suggest remedies or improvements in its policies and service. Willow Gardens will be responsive to all concerns and suggestions. We also encourage Residents and Family Members to let Staff know when services and policies are satisfactory and should continue unchanged.

**PROCEDURE:**

Willow Gardens Employees are expected to listen courteously and respectfully to complaints. If Employees can do so, they will attempt to explain the reason for the procedure or incident in question. If you are not satisfied, Employees will explain the community's steps for making a complaint, which are as follows:

1. Discuss the concern or complaint with the appropriate Department Head or with the Director of Health Services and Case Manager, RN. If there is no resolution to the matter or you do not feel comfortable discussing the matter with the above, please…
2. Discuss the concern or complaint with the Executive Director of the community.

You may also air grievances through the Resident/Family Council Meetings or by dropping a note in Suggestion Boxes outside of the Dining Room. All signed grievances will be reviewed and discussed within 7 days of receipt. If a grievance is received anonymously, it will be reviewed and discussed at the next Resident/Family Council Meeting.

At no time will any Employee of the community take an improper action against a Resident for making a complaint. The residents will not be threatened, ignored, humiliated, or discriminated against.

Willow Gardens requires all employees to act upon any potential violation of residents' rights, facility policies and procedures, New York State laws, rule and regulations and shall take action to immediately remediate issues or seek Executive Director advisement.

**EXHIBIT XVII**

**Residents' Ability to Receive Services**

Residents at Willow Gardens can receive services from service providers with whom the Operator does not have an arrangement.

There may be public funds available for payment for residential, supportive, or home health services, including, but not limited to the availability of Medicare coverage of home health services.

# E 1. CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

## TABLE OF CONTENTS

**INTRODUCTION**

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

There are 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 room, 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;
- Do not pose a danger to themselves or others.

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

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

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

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

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

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

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

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

d) The resident agrees with the plan.

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

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

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social, or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

**HOW TO CHOOSE AN ALR**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)***

An evaluation is required before admission to determine eligibility for an ALR. The admission criteria can vary based on the type of ALR. Applicants will be asked to provide results of a physical

exam from within 30 days prior to admission that includes a medical, functional, and mental health assessment (where appropriate or required). This assessment will be reviewed as part of the Individualized Service Plan (ISP) that an ALR must develop for each resident.

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

**APPLYING TO AN ALR**

The following are part of entering an ALR:

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

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

*Residency Agreement* (contract): All ALR operators are required to complete a residency agreement with each new resident at the time of admission to the ALR. The ALR staff must disclose adequate and accurate information about living in that residence. This agreement determines the specific services that will be provided and the cost. The residency agreement must include the type of living arrangements agreed to (e.g., a private room or semiprivate room); 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/assistedliving/docs/residentrights.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/assistedliving/licensedprogramsresidences.htm.

**INFORMATION AND COMPLAINTS**

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

**Glossary of Terms Related to Guide**

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

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

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

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

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

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

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

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

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

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

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

**Long Term Care Ombudsman Program:** A statewide program administered by the

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

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

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

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

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

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


**State of New York**

**Department of Health**