NEW YORK STATE OF OPPORTUNITY. Department of Health

**ANDREW M. CUOMO**
Governor

**HOWARD A. ZUCKER, M.D., J.D.**
Commissioner

**SALLY DRESLIN, M.S., R.N.**
Executive Deputy Commissioner

April 10, 2019

Frank M. Cicero
701 Westchester Ave., Ste. 210W
White Plains, NY 10604

Project # 3298
Artis Senior Living of Somers

Dear Mr. Cicero:

The main body of your Residency Agreement and the AH/ALR/EALR/SNALR Addenda are approved contingent upon receipt of your Operating Certificate for AH/ALR/EALR/SNALR. Enclosed is a copy of the approved Residency Agreement for your records and immediate use.

Please be advised that the approved Residency Agreement may not be altered without prior Department approval, pursuant to 10 NYCRR §1001.8(f)(6). If you wish to propose any revisions to this agreement, prior to implementation, you must first submit the changes to my office for review and approval to:

Residency/Admission Agreement Coordinator
New York State Department of Health
Division of Adult Care Facility/Assisted Living Surveillance
Bureau of Licensure and Certification
875 Central Avenue
Albany, New York 12206.

Failure to submit the revisions and receiving Department approval prior to implementing a Residency Agreement may result in enforcement action and the imposition of civil penalties.

As always, thank you for your cooperation.

Sincerely,

Linda M. O'Connell

Linda M. O'Connell
Residency Agreement Coordinator
Division of Adult Care Facilities
and Assisted Living Surveillance

cc: B. Barrington
G. Currenti
H. Hayes
L. O'Connell

Enc. Approved Residency Agreement

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# Assisted Living Residence

# RESIDENCY AGREEMENT

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# Residency Agreement

NYS Department of Health
Reviewer Initials:

**THIS RESIDENCY AGREEMENT** ("Agreement") is made between **Artis Senior Living Operator of Somers, LLC** (the "Operator"),

_____ (the "Resident" or "You"),

_____ (the "Resident's Representative", if any) who is the Resident's _____, and

_____ (the "Resident's Legal Representative", if any), who is the Resident's _____.

## RECITALS:

**A.** **The Operator** is licensed by the New York State Department of Health to operate at **51 Clayton Boulevard, Baldwin Place, New York 10505** as an Assisted Living Residence (the "Residence") known as **Artis Senior Living of Somers** 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 the Residence and the Operator is willing to accept Your request.

## AGREEMENTS:

### I. Housing Accommodations and Services.

Beginning on ,_____, 201___ (*Insert beginning date of residency*), the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

### A. Housing Accommodations and Services

1. Your Room. You may occupy and use a private bedroom, identified on Exhibit I.A.1. (Your "Room"), subject to the terms of this Agreement.
2. Common areas. You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, community room, porches and dining area.
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 Room.

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 Room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.) Note: You are free to decorate Your Room as you wish, provided that you comply with the safety rules of the Residence. You may not make any structural or physical changes to Your Room, unless expressly approved in writing in advance by Operator, which approval may be withheld in Operator's sole and absolute discretion. Any such alterations or improvements shall become property of Artis. You may not change any lock or add any lock or locking device to Your Room without the Operator's prior written consent. Any changes or modifications to Your Room which Operator determines might require the advice or assistance of any electrician, contractor or other similar professional, or that may require any change to or might affect the operation of, any of the Residence's systems (including, without limitation, its plumbing, electrical, life safety, and communications) or equipment must be approved in writing in advance by Operator, which approval Operator may withhold in its sole and absolute discretion.

**B. Basic Services**

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

1. **Meals and Snacks**. Three (3) nutritionally well-balanced meals per day and two (2) snacks per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: diabetic diet, low sodium diet.

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

3. **Housekeeping.** You will be provided with a minimum of weekly room cleaning and weekly standard linen service.

4. **Linen Service.** You will be provided with a minimum of weekly standard linen service (towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition)

5. **Laundry of Your Personal Washable Clothing**.

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





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

8. **Personal Care**. Include some assistance with bathing, grooming, dressing, feeding, medication assistance, storage and disposal, assistance with self-administration of medication as well as some assistance with the following, if applicable and provided for in your Individualized Service Plan: toileting, ambulation and transferring.

9. **Development of Individualized Service Plan**. Upon admission an Individualized Service Plan will be developed with You, as described in Exhibit I.B.9. hereto, which Exhibit and Plan include provisions for periodic review in accordance with New York State regulation, and updated as needed.

**C. Additional Services**

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional, supplemental or community fee from the Operator directly or through arrangements with the Operator.

Such exhibit states who would provide such services or amenities, if other than the Operator.



**D. Licensure/Certification Status.**

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

## II. Disclosure Statement

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

## III. Fees

**A. Basic Rate.**

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident 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 ($_____ per month).

## 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 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).

A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence.

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

**Community Move-In Fee** (one time, due prior to move in): $3,000.00

**Supplemental Fees** (for Optional Services): in the amounts and charged on the basis (per item, period, etc.) as set forth in Exhibit III.C. hereto and made part hereof.

## 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.

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## D. Billing and Payment Terms

Payment of the Community Move-In Fee and the Basic Rate for the first full or partial month of residency is due upon move-in. For each month thereafter, the Basic Rate and the Supplemental Fees shall be due and payable monthly in advance by the first day of each calendar month and shall be delivered to the Facility at its address set forth above.

Operator will provide You a monthly statement on the 20th day of each month that itemizes the Basic Rate due for the following month and details the Supplemental Fees for services rendered up to the end of the billing cycle for the Monthly Statement. The Monthly Statement will reflect payments received and the balance due from you. The balance must be paid on or before the first day of each calendar month following receipt of the Monthly Statement, and shall be considered late of not paid on or before the fifth (5th) day of the month.



If Your account is not paid when due, a late charge of one and one-half percent (1.5%) per month (or, if less, the maximum amount allowed to be charged under applicable law), shall be assessed on the overdue amount from the first of the month until paid. Your rights to occupy and use Your Room and to receive services under this Agreement are contingent upon your timely payment of the fees charged. You shall pay all collection costs including, without limitation, reasonable attorneys' fees, court costs, and collection fees, should your account be referred for collection.

If you fail to pay Your Account when due then the Operator may pursue its rights and remedies as set forth in Section XIII. below.

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

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

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

3. If You, or Your Resident Representative or Legal Representative 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.

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

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

**F. Bed Reservation**

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 three and 28/100ths percent (3.28%) of the monthly Basic Rate per day. The length of time the space will be reserved is ten (10) days. 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.

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

Upon termination of this Agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your 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, 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 Residence is located in order to determine what should be done with property of Your estate.

## V. Transfer of Funds or Property to Operator

The Operator does not accept real or personal property as payment for services, nor does it accept the assignment of liquid financial assets, such as bank accounts or securities. See Exhibit V.

## VI. 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.

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## VII. Fiduciary Responsibility

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

## VIII. Tipping

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

## IX. Personal Allowance Accounts

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with You or Your Representative.

You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

You must complete the following:

I receive SSI funds _____ or I have applied for SSI funds_____

I receive SNA funds____ or I have applied for SNA funds____

I do not receive either SSI or SNA funds _____

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If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence maintained account, then that signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

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

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.

3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.

4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

6. If You are residing in a "Basic" Assisted Living Residence and Your care need 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 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 residency in this Basic Residence.

7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:

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   (a) chronically require the physical assistance of another person in order to walk; or

   (b) chronically required the physical assistance of another person to climb or descend stairs; or

   (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or

   (d) have chronic unmanaged urinary or bowel incontinence.

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, You and Your representatives agree to obey all reasonable Rules of the Residence.

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

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

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



The Resident's Representative shall be responsible for the following:

To be determined with each resident upon completion of the RA.

The Resident's Legal Representative, if any shall be responsible for the following:

To be determined with each resident upon completion of the RA.

## XIII. Termination and Discharge

A. **Termination.** This Residency Agreement and residency in the Residence may be terminated in any of the following ways:

1. By mutual agreement between You and the Operator;
2. Upon thirty (30) days 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 any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

B. **Involuntary Termination**. The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility; or,
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.



C. **Notice of Termination by Operator**.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health. You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You.

D. **Other Rights and Remedies**.

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

E. **Transfer Assistance**. The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your reasonable wishes.

## XIV. 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 30 days 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 him/herself of others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

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

## XV. Resident Rights and Responsibilities

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

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

Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

## XVII. Miscellaneous Provisions

1. This Agreement, including all Exhibits, constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

*[Signatures contained on following page.]*

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## XVIII. Agreement Authorization

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

Dated: _____ _____
(Signature of Resident)

Dated: _____ _____
(Signature of Resident's Representative)

Dated: _____ _____
(Signature of Resident's Legal Representative)

Artis Senior Living Operator of Somers, LLC,
*(doing business as Artis Senior Living of Somers, LLC)*

Dated: _____ By:_____ Its:_____
(Signature of Operator or the Operator's Representative)

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## Personal Guarantee of Payment

The undersigned Guarantor(s) personally guarantees payment of charges for Your Basic Rate.

The undersigned Guarantor(s) personally guarantees payment of charges for the following services, materials or equipment, provided to You that are not covered by the Basic Rate:

_____

_____.

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

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## 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)

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**EXHIBIT I.A.1.**

**IDENTIFICATION OF ROOM**

**Room _____.**

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## EXHIBIT I.A.3.

## FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Your Room comes furnished with the following: bed, bedside table with locking drawer and lamp, chair, dresser/chest of drawers, armoire or closet, and window treatments.

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## EXHIBIT I.A.4.

## FURNISHINGS/APPLIANCES PROVIDED BY YOU

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## 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 |
|---|---|
| Professional Hair Grooming | Men's Cut: $20.<br>Women's Wash & Style: $22<br>Wash, Style, & Trim: $42<br>Color: $55 and up |
| Personal Toilet Articles | Wet wipes, pull ups, and briefs (see Exhibit III.B. for pricing) |
| Commissary Goods | Operator provides snacks for Residents at no additional charge |
| Medical Transportation | 911 sends ambulance for emergency calls. No extra charge. |
| Cultural/Activities Transportation | Operator pays for bus or transport. |
| Long Distance Telephone Service | Families set up a phone plan with Comcast at current rates. |
| Air Conditioning (if available) | No additional cost. |
| Cable T.V. (if available) | Families set up a TV plan with Comcast at current rates. Operator pays for cable on public TVs in the common areas. |

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**EXHIBIT I.D.**

**LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

Bethel Nursing Home Company Certified Home Health Agency – (CHHA: OC No. 5905602)

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**EXHIBIT II**

**DISCLOSURE STATEMENT**

Artis Senior Living Operator of Somers, LLC (the "Operator") as operator of Artis Senior Living of Commack located at 51 Clayton Boulevard, Baldwin Place, NY 10505 (the "Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

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

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

The Operator is currently approved to provide:

a. Enhanced Assisted Living services for up to a maximum of 72 persons.
b. Special Needs Assisted Living services for up to a maximum of 72 persons.

Below is a list of the needs/conditions that The Operator is able to serve and accommodate under its Enhanced Assisted Living Certification:

_____

Below is a list of the needs/conditions that The Operator is able to serve and accommodate under its Special Needs Assisted Living Certification.

_____.

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 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 room within the Residence.



3. The owner of the real property upon which the Residence is located is Artis Senior Living Holdings of Somers, LLC. The mailing address of such real property owner is 1651 Old Meadow Road, Suite 100, McLean, VA 22102. The following individual is authorized to accept personal service on behalf of such real property owner: Donald E. Feltman, President.

4. The Operator of the Residence is Artis Senior Living Operator of Somers, LLC. The mailing address of the Operator is 51 Clayton Boulevard, Baldwin Place, NY 10505.

5. The following individuals are authorized to accept personal service on behalf of the Operator: _____ (the Executive Director of the Residence) with a mailing address of 51 Clayton Boulevard, Baldwin Place, NY 10505.

6. 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. Not Applicable

7. 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, in the Operator. Not Applicable

8. Residents have the right to receive services, at their sole cost and expense, from service providers with whom the Operator does not have an arrangement.

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

10. The Residence is operated as a private pay facility and, unless required by applicable law, does not intend to accept public funds as payment for residential, supportive or home health

services, including but not limited to, Medicare coverage of home health services.

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

12. 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. (914) 345-5900, extension 298 is the Local LTCOP telephone number. The NYSLTCOP web site is http://www.ltcombudsman.ny.gov.

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

APR 10 2019

NYS Department of Health
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ARTIS
SENIOR LIVING

EXHIBIT D-1

# CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

Revised Date: November 27, 2018

ARTIS SENIOR LIVING

## VII. TABLE OF CONTENTS

## A. 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.

## B. 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.

## C. 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.

## D. 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.

## E. TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

d) The resident agrees with the plan.

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

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

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

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

***Comparison of Types of ALRs***

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

## F. 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.).

## G. ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

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

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

## H. APPLYING TO AN ALR

The following are part of entering an ALR:

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

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

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

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

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

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

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

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

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

## I. 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.

## J. 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.

## VIII. 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.

**A. State of New York Department of Health**

Revised Date: November 27, 2018

ARTIS SENIOR LIVING

## EXHIBIT III.B.

## SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Guest Meals

| | |
|---|---|
| Breakfast | $5.00/person |
| Lunch | $5.00/person |
| Dinner | $5.00/person |

Beauty and Barber Services

| | |
|---|---|
| Shampoo and Set | $30.00 |
| Haircut | $25.00 |
| Perm | $70.00 |
| Hair Color | $70.00 |

Personal and Hair Care Supplies

| | |
|---|---|
| Wet Wipes (600 Count) | $20.00 |
| Pull Ups (Small 64 Count) | $45.00 |
| Pull Ups (Medium 72 Count) | $35.00 |
| Pull Ups (Large 72 Count) | $35.00 |
| Pull Ups (Extra Large 60 Count) | $42.00 |
| Briefs (Medium 72 Count) | $40.00 |
| Briefs (Large 100 Count) | $40.00 |
| Briefs (Extra Large 60 Count) | $40.00 |

| | |
|---|---|
| **Community Fee**<br>**(One-time, non-refundable fee)** | **$3,000.00** |

The Community Fee referenced in Page 4 is a one-time, non-refundable fee payment, and is to be paid at the time this Agreement is executed. The Community Fee covers costs associated with 1) Getting the apartment ready including painting, flooring, cleaning, and maintenance, 2) Community improvements and activities, and 3) The nurse's assessment and creation of the transition plan for a new resident including assessment, creating individual care plans and setting up his/her charts.

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Div of Adult Care Facilities and
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APR 10 2019

NYS Department of Health
Reviewer's Initials: _____



ARTIS SENIOR LIVING

## EXHIBIT III.C

## RATE OR FEE SCHEDULE

Artis Senior Living offers a choice of level of care pricing or all-inclusive rates, allowing residents and their families to select the plan that best meets budget and care needs. For those needing less care, level of care pricing offers an affordable option which adjusts according to the care given and is billed monthly. All-inclusive rates provide predictable, consistent billing throughout the year.

| | |
|---|---|
| **Level 1** | **$6,540.00** |
| **Level 2** | **$6,750.00** |
| **Level 3** | **$6,950.00** |
| **Level 4** | **$7,160.00** |
| **All-Inclusive** | **$7,000.00** |

The criteria to be used for increasing the level of service provided to you and therefore the charges associated with your level of care are based on a detailed assessment conducted by a registered nurse as needed but in no event less frequently than quarterly. The detailed assessment covers the following areas of need for assistance:

- Grooming
- Orientation
- Bathing
- Challenging Behaviors
- Dressing
- Communication
- Toileting – Bladder
- Dining
- Toileting – Bowel
- Medications
- Mobility, Transferring
- Housekeeping
- Night Time Care
- Laundry


A sample form of the assessment described above is enclosed under Exhibit III.C Attachment.



ARTIS
SENIOR LIVING

**ARTIS SENIOR LIVING OF SOMERS**

**PROJECT NO. 3298**

**ATTACHMENT 1**

**Care Assessment Template**

APPROVED
Div of Adult Care Facilities and
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APR 10 2019

NYS Department of Health
Reviewer's Initials: HH

Standard

# Artis Senior Living
# Assessment - All States

Resident Name: _____ Date of Assessment: _____

Community: _____ Apt#: _____

## Assessment Instructions

The Residency Agreement will display for prospects only when a reservation has been entered in Vitals for the prospect.

If you create assessment and forgot to create reservation for prospect:
1. Create Reservation
2. Access Services Tab, click Manage Assessment PDF's, click Recreate PDF.

The Assignment Sheet Report displays comments entered in text box labeled COMMENTS in each category of:
Bathing
Dressing and Grooming
Mobility and Transferring
Assistance with Medications
Special Preparation and Dining
Laundry

Any additional comments for the Resident assistant task sheet can be added to the last COMMENTS text box question at the end of the assessment.

## All Inclusive

10,000.0 Yes Or No Is resident receiving an all-inclusive rate?

## Bathing

1.00 Yes Or No The resident needs assistance with bathing

**Reminders to prepare for bath**

1.00 _____ none
2.00 _____ 1-2x/month
3.00 _____ 3-4x month
4.00 _____ 5 x/month

**Stand by supervison with bathing**

1.00 _____ none
2.00 _____ 1-2x/week
3.00 _____ 3-4x/week
4.00 _____ 5+x/week

**One person assist with bath**

2.00 _____ none
3.00 _____ 1-2x/week
4.00 _____ 3-4x/week
5.00 _____ 5+x/week

**2nd person assist with bath**

1.00 _____ none
2.00 _____ 1-11x/year
3.00 _____ 2-3x/month
4.00 _____ 1+x/week

_____ COMMENTS

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Reviewer's Initials: HH

# Artis Senior Living
# Assessment - All States

Resident Name: _____ Date of Assessment: _____

Community: _____ Apt#: _____

## Dressing and Grooming

0.00 Yes Or No The resident needs dressing and grooming assistance.

**Stand by supervision/set up with dressing and grooming**

1.00 _____ none

2.00 _____ 1-2x/week

3.00 _____ 3-4x/week

4.00 _____ 5+x/week

**One person assistance with dressing and grooming**

1.00 _____ none

3.00 _____ 1-2x/week

4.00 _____ 3-4x/week

5.00 _____ 7+x/week

**Second person assistance with dressing and grooming**

1.00 _____ none

2.00 _____ 1-3x/qtr

3.00 _____ 2-3x/month

4.00 _____ 1+x/week

_____ COMMENTS

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# Artis Senior Living
# Assessment - All States

Resident Name: _____ Date of Assessment: _____

Community: _____ Apt#: _____

## Mobility and Transferring

0.00 Yes Or No Resident needs assistance with mobility and/or transferring

**Stand by supervision while ambulating**

1.00 _____ none

2.00 _____ 1-3x/week

3.00 _____ 4-6x/week

4.00 _____ 7+x/week

**One person assistance with ambulation**

1.00 _____ none

3.00 _____ 1-3x/week

4.00 _____ 4-6x/week

5.00 _____ 7+x/week

**Assistance with transferring**

1.00 _____ none

3.00 _____ 1-3x/week

4.00 _____ 4-6x/week

5.00 _____ 7+x/week

**2nd person assist with ambulation**

1.00 _____ none

2.00 _____ 1-11x/year

3.00 _____ 1-3x/month

4.00 _____ 1+x/week

_____ COMMENTS

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# Artis Senior Living
# Assessment - All States

Resident Name: _____ Date of Assessment: _____

Community: _____ Apt#: _____

## Bowel and Bladder Management

0.00 Yes Or No The resident needs bladder and/or bowel assistance

**Verbal reminders to use toilet**

1.00 _____ none

2.00 _____ 1-2 x/week

3.00 _____ 3-4 x/day

4.00 _____ Every 2 hours

**Stand by assistance**

1.00 _____ none

2.00 _____ 4-6x/week

3.00 _____ 1-2x/day

4.00 _____ 3+x/day

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**One person assistance**

1.00 _____ none

3.00 _____ 1-2 x/week

4.00 _____ 3-4 x/day

5.00 _____ Every 2 hours

**Incidence of incontinence**

1.00 _____ none

2.00 _____ 1-2x/week

3.00 _____ 3-6x/week

4.00 _____ Daily

**2nd person assistance to use toilet**

1.00 _____ none

2.00 _____ 1-3x/month

3.00 _____ 1-3x/week

4.00 _____ 4+x/week

**Catheter or Ostomy care**

1.00 _____ none

2.00 _____ 1x/day

3.00 _____ 2x/day

4.00 _____ 2+x/day

_____ Comments

# Artis Senior Living
# Assessment - All States

Resident Name: _____ Date of Assessment: _____

Community: _____ Apt#: _____

## Assistance with Medications

0.00 Yes Or No Resident needs assistance with medications, injections and/or diabetes managment

**Injections**

1.00 _____ none

3.00 _____ 1-3x/week

4.00 _____ 4+x/week

**Assistance with diabetes management**

1.00 _____ none

3.00 _____ 1-3x/week

4.00 _____ 4+x/week

_____ COMMENTS

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## Respiratory Therapy

0.00 Yes Or No Resident needs assistance with oxygen/nebulizer

**Verbal reminders to use oxygen**

1.00 _____ none

2.00 _____ 1-6x/week

3.00 _____ 1x/day

4.00 _____ 2+x/day

**Assistance with oxygen (refills, treatments)**

1.00 _____ none

2.00 _____ Daily

3.00 _____ 2x/day

4.00 _____ 2+x/day

_____ Comments

## Special Preparation

**Special diet**

1.00 _____ none

4.00 _____ yes

**Nutrition Counseling**

1.00 _____ none

4.00 _____ yes

_____ COMMENTS

# Artis Senior Living
# Assessment - All States

Resident Name: _____ Date of Assessment: _____

Community: _____ Apt#: _____

## Dining

**Physical assistance in eating**

1.00 _____ none

4.00 _____ 1+x/day

_____ COMMENTS

## Laundry

**Additional loads laundered**

1.00 _____ none

2.00 _____ 1-2x/week

3.00 _____ 3x/week

4.00 _____ 4+x/week

_____ COMMENTS

## Transportation

**Transportation to medical appointments**

1.00 _____ 0-3 x /mth

2.00 _____ 4-6x/month

3.00 _____ 7-9x/month

4.00 _____ 10+x/month

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**Driver escort into or out of appointment**

1.00 _____ none

2.00 _____ 1-4x/month

3.00 _____ 5-8x/month

4.00 _____ 9+x/month

**2nd person to assist with transferring and company at appointment**

1.00 _____ none

4.00 _____ 1+x/year

_____ Comments

# Artis Senior Living
## Assessment - All States

Resident Name: _____ Date of Assessment: _____

Community: _____ Apt#: _____

**Behavior Maintenance**

**Resident seeks to exit**

0.00 _____ none

2.00 _____ 1-6 x Weekly

4.00 _____ 2 +/daily

6.00 _____ 5 +/daily

**Resident needs redirection on behavior**

0.00 _____ none

2.00 _____ 1-6x weekly

4.00 _____ 2+/daily

6.00 _____ 5+/daily

_____ Comments

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Total Points Assigned to Services Provided _____

| | |
|---|---|
| 0 - 35 | Level 1 |
| 36 - 55 | Level 2 |
| 56 - 70 | Level 3 |
| 71+ | Level 4 |

**Additional Comments for Resident Assistant Task Sheet**

_____ COMMENTS

Date: _____ Time: _____ Signature: _____

## EXHIBIT V.

## TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

The Operator does not accept real or personal property as payment for services, nor does it accept the assignment of liquid financial assets, such as bank accounts or securities.

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SENIOR LIVING

## EXHIBIT VI.

## PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

*(Check one)*

[_____] **The Operator will not hold any property or items for me.**

[_____] **The Operator is holding the following property or items for me:**

_____

_____

_____

_____

_____.

**Initial:** _____/_____

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## EXHIBIT X.I.

## RULES OF THE RESIDENCE

A copy of our Resident Handbook and our House Rules are provided with this Residency Agreement, and are considered a part of this Exhibit. Execution of this Agreement by You and/or on Your behalf is considered Your acknowledgement of receipt of the Residence's handbook and house rules.

You also have the rights and responsibilities set forth in Exhibit XV to this Agreement.

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**House Rules** **Exhibit X.I. Attachment**

1. To protect the health and safety of our residents and employees, the Residence is a smoke-free environment. Supervised alcohol use is permitted by the Resident only with physician and Executive Director approval.

2. We encourage regular family involvement and will permit visitation 24-hours a day.

3. No medications or drugs may be brought into the Residence unless the medications or drugs are labeled according to the requirements of state or federal law. This includes prescription medications as well as non-prescription drugs such as vitamins, laxatives, antacids, skin creams and other items. NO medications or drugs may be brought into the Residence unless they delivered to and checked by the Director of Nursing or Executive Director.

4. No medications (including over the counter medications) may be stored in the Resident's room.

5. Residents and visitors must exercise care when utilizing Residence property and equipment and to follow all operating instructions, safety standards and policies to avoid damage to self, residents, employees and the property and premises.

6. Private duty personnel may be retained by the Resident to enhance resident comfort rather than to replace the assistance provided by staff. Those services must comply with the Residence's policies regarding private duty personnel.

7. Any food or beverages brought into the Residence must be in accordance with the Resident's prescribed diet and must be checked and approved by staff. Items to be refrigerated must be labeled, dated and in a sealed container. Items that do not require refrigeration must be in a tightly closed container.

8. We encourage residents to shower or bathe at least twice per week. Staff provides assistance for this if needed.

9. We encourage residents to maintain a home-like environment and will attempt to accommodate all reasonable requests to individualize resident rooms. For safety reasons, the Executive Director must approve any addition or rearrangement of furniture, hanging of pictures, posters or other such similar activities.

10. The use of electric blankets and extension cords are not permitted. All electrical equipment brought into the facility must be UL approved and inspected and approved by the Maintenance Director prior to use.

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11. Personal TV and radios in resident rooms must be turned off or set to a volume which is not disruptive to other residents by 10:00 p.m.

**Resident Handbook**

Dear Residents and Family Members,

Welcome to Artis!

We recognize that you have made a very important decision, and are delighted that you have selected Artis Senior Living. We believe you have made the right decision, and we are committed to working with you to make your experience with us as comfortable and enjoyable as possible.

The quality of your experience with us depends largely on your ongoing involvement at Artis. By becoming a member of the Artis team, you can help us design the care and services that best meet your needs and satisfy your expectations for quality.

We have prepared this Resident and Family Handbook to help you feel comfortable working with us, whether that is as a resident or family member. The purpose of the handbook is to explain what life is like at Artis – who works here, what happens each day, how you can be involved - and to provide you with information that will make the adjustment easier and help you understand what to expect. Please use this handbook as a convenient reference, keeping it with your important records and consulting it when necessary.

Thank you, again, for choosing Artis. We hope you will let us know, on a regular basis, how we can make your experience with us a success.

Sincerely yours,

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Executive Director

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## BUILDING A PARTNERSHIP

We welcome and encourage family involvement, although we realize that for some a distant location, the demands of working and raising a family, or personal circumstances often limit the time a family can spend at Artis.

Knowing that special people in their lives care for them and want to continue to be a part of their lives helps our residents' well being and peace of mind. That's why we place a great deal of importance on establishing a partnership with family members and encouraging families to be involved throughout the resident's stay. However, in our general assisted living residences, we are permitted to involve families only to the extent that a resident accepts their involvement, unless the family holds a power of attorney or the resident explicitly approves of family participation in his/her care.

Providing input into the assessment process initially and on an ongoing basis, assisting with caregiving, participating in resident activities and special events, taking advantage of support groups and counseling, attending our Educational Forums, and maintaining an open and ongoing dialogue are just some of the ways families remain involved at Artis.

### The Assessment

Because families know the residents best, we work closely with families to determine the level of service and assistance that the residents require and prefer. As you know, we begin with an assessment by one of our professional staff members. Families provide additional information to help us understand the resident's personality and background – their childhood, education, adulthood, work life, family life, social life, hobbies and interests. Families also help us understand how things have changed for the residents – their new routines, likes and dislikes, interests and hobbies, what makes them happy and what doesn't. This invaluable information, combined with an assessment of the resident's needs, allows us to develop customized services and care.

### Caregiving

Since we know some families like to remain involved in caregiving, we work with you to determine what role you would like to play. Some family members want to contribute by helping with laundry or taking the residents to doctor's appointments. Others prefer just to visit and spend time at Artis. The amount of participation is entirely up to you.

## Activities & Special Events

IX.

All of the programs and activities at Artis are designed specifically for our residents with their unique needs, skills and interests; these occur throughout the day and evening. Whether it's structured programming like art, dance, singing, a lecture, and word games or daily routine activities such as baking or gardening, families can simply join in or even volunteer to organize and lead them.

Family members, who have special skills or talents, or simply the desire to be involved, are encouraged to participate in activities centered around these specialties. A calendar of structured programs and activities is conveniently posted. If you would enjoy interacting, we invite you to fill out the "Getting To Know You" form (page 18) in order for us to match your interests and talents with those of the residents.

In addition to the day-to-day activities and programs, we have special events – dinners, parties, holiday celebrations and outings – that provide additional opportunities for families to be involved. You will be given advance notice of these events so you can plan your calendar. We welcome any ideas you may have.

## Family Meetings, Support Groups, Advice & Guidance

At our dedicated dementia-specific residence, family/community support groups are held which provide the opportunity for you to share what has worked for you and to get ideas from others. The Executive Director is always available to guide and advise you and your family.

## Communication

Clear, open ongoing communication is the key to a successful partnership. In addition to support groups, individual advice and guidance, and Educational Forums, Artis approaches communications in numerous other ways:

- Families are contacted and consulted when a resident's needs change and require a modification to their service plan.
- Quarterly meetings may be scheduled with each resident and family to review the resident's progress and service needs.
- Newsletters keep families informed about upcoming events and activities.
- In most Artis residences, direct phone lines to each resident's neighborhood are available so you can let a nurse or Senior Caregiver know about appointments for the resident or call to hear about the resident's day.

## Suggestions Are Always Welcome

X.

Artis is committed to continuous quality improvement. To ensure that our services meet your expectations, please point out ways in which we can improve. We strive to meet the unique and varying needs of all residents and families. However, should a problem occur, please let our staff know immediately. See "For Your Easy Reference" (page 17) for a list of the people to talk to regarding specific issues. Of course, the Executive is available to meet and discuss with you any issues you may have. If your concerns cannot be resolved with the staff at the residence, a home office hotline is available to you. Just call 484-831-5310 ext. 4

## Customer Satisfaction Survey

Artis hires an independent market research company to conduct customer satisfaction surveys with the families of our residents. After the results are tabulated, you will be invited to attend a family meeting at Artis to see the results and discuss your ideas with senior members of the Artis team.

## Visiting & Maintaining Family Ties

You, your family and friends are free to visit at any time. In order to respect each resident's privacy and the daily routines at Artis, visiting is recommended late in the morning, in the afternoons, and early in the evening. We ask that you sign in on the Visitor's Log when you arrive. We've prepared some tips that may be helpful, because visiting can be difficult for some.

## Tips for Visiting

Note: These suggestions for families and friends of residents receiving memory care services in Artis communities may also benefit others.

- What Does It Take to Visit?
  - Creativity, commitment and time
  - A willingness to make the most of the moment

What Do I Say When There is Nothing to Say?

- Tell them you love them, you came to see them, and you'll be back again (regardless of the reaction to the visit).
- Sit close to them but away from window glare; remain at eye level, and use touch (hugging, holding hands, …) as preferred by the resident.
- Listen for clues to feelings – body language, eyes, and repeated phrases.
- Silence can be golden – tender moments watching birds, listening to music or shared private meditation or prayer.
- Respect personal space and possessions. Ask before moving things around or sitting on the bed. Go slow . . . keep pace with your relative's concentration and tolerance.
- Substitute shared activities for limited conversation – manicure, hairdo's, massages, watching entertainment, looking at photo albums, etc.
- Start your own visiting rituals – visiting other residents, reading favorite stories, taking walks, putting photos into albums, ...
- Reminisce – their first car, their first date, baking at home, past vacations.
- Use the arts and your skills – music, poetry hymns, photos, videos, art work, and games. Even if they no longer do as well as they once did, they still are able to enjoy the activity.

- What NOT To Do When Visiting

  - Rush in, standing at the door as if you are on your way out.
  - Stare out the window, check your watch, or look bored.
  - Apologize for your guilt or "failure" – it's <u>not</u> your fault and you and your relative are in this together.
  - Talk about the resident as if they are deaf.
  - Spend all of your time with other residents or the staff.

## ABOUT ARTIS

### The Artis Philosophy

Each resident has a rich history that provides them with a sense of self-worth. They held a significant place within their circle or community, and very often they had a special talent...even a passion. At Artis, we believe our job is to learn about our residents' past so that we can create an environment where they enjoy a meaningful life and experiences feelings of dignity and self-worth today...and in all the days to come. Here residents can receive the personal assistance they need with everyday tasks like bathing, grooming, walking, dressing, or taking medications. In addition, residents have access to health care services delivered by our own onsite nurses and visiting teams of professionals.

Artis believes all residents including those with Alzheimer's disease or related dementias deserve an environment specifically structured to meet their unique needs.

Our communities respect the individuality of each resident, provide the personalized care each resident deserves, and offer the needed reassurance and support. Further, we nurture every resident's freedom to pursue a life as varied in opportunity as it is rich in companionship.

We strive to assure families that the residents' lives are full and rewarding and, above all, safe.



### The Artis Values

At Artis, we believe...

- our residents and their families are our top priority.
- our staff is our greatest strength.
- the care we provide must be personalized.
- this is our residents' home, and each resident deserves to be treated with compassion and respect in an environment that is caring, reassuring, supportive, and responsive.
- each residence must be clean, attractive, comfortable, safe, and welcoming.
- we continuously seek opportunities to improve the care and support services we provide.
- in performance measured against standards, goal setting recognition for superior effort, and the importance of celebration.
- in maintaining a strong financial position.

## MEET THE ARTIS TEAM

A unique living arrangement like Artis takes very special people to make it happen – people who are warm and friendly, but who are also trained to care for individuals with specialized needs. Artis considers itself an organization of learners. Here, every member of our staff is educated in understanding and working with aging, and the disease process of Alzheimer's and related dementias, receiving extensive training and education, continual updates, and refresher courses.

We take a team approach to providing services that are focused on meeting the needs of both the resident and the family. There are no "departments" at Artis. Rather, we organize our staff into Service Areas. While staff members have primary responsibilities for the delivery of specific services, our staff members are cross-trained.

Please feel free to make suggestions to any member of the Artis team to help us best meet your expectations.

## Resident Services – The Service Plan & Ongoing Assessments

An extensive assessment of the resident's service requirements and preferences is conducted at the time each resident moves into Artis. This input allows the staff to develop a service plan that is customized for each resident. The plan outlines the services and programs the resident needs or would like. And, everyone – staff, family and resident – works together to implement the plan.

The service plan is not developed only once; it is a work in progress. Regularly, the staff monitors the delivery of services to each resident, looking for any changes in status or behavior. If a change appears to be ongoing, families are notified, and a meeting is set up to discuss and agree on the situation. Residents are reassessed and, if necessary, their service plan is changed and agreed to by the family. Residents' plans are reviewed every six (6) months; more frequent reviews take place when necessary.

At the core of our resident services team are the Resident Caregivers, who are assigned to assist the residents in most aspects of their daily life as specified by their individualized service plan. They will come to know the residents well.

The focus of the Resident Caregivers is on maintaining the residents' daily routines of home. The residents are encouraged to continue whatever activities they were used to doing at home whether it's baking, doing laundry, or gardening in the backyard.

Our Resident Caregivers understand the importance of helping our residents continue to lead productive, independent lives. Therefore, we provide whatever assistance is needed with personal care to make it possible. Whether it's help with dressing, bathing, assistance with bathroom needs, or perhaps supervision during dining, we strive to give

our residents just the right amount of support and encouragement. In addition to providing direct assistance and care to residents, the Resident Caregivers also have responsibilities to do residents' laundry.

The Resident Services Coordinator (RN or LPN/LVN per State requirement), assisted by licensed nurses (LPNs/LVNs), oversees our Resident Caregivers. The nursing team ensures that each resident's customized service plan is fully carried out, and is there to provide necessary nursing care. There is a nurse in the residence daily.

If you have any questions, problems or suggestions regarding the resident's service plan or simply would like an update on their status, please ask the Resident Services Coordinator or any of the nurses on staff.

## Health Services

An important objective at Artis is to encourage wellness among our residents. The Resident Services Coordinator is in the residence 5 days a week, and shares on call 24-hours a day with other licensed nurses.

## Pharmacy Services

We work with a long-term care pharmacy provider to provide a medication distribution system. The pharmacy packages medications to our specifications, provides delivery, assists our staff in the maintenance of quality resident care, and ensures we are in compliance with State and Federal regulations. In addition, a Consulting Pharmacist visits Artis to review each resident's prescribed medications. The Consulting Pharmacist may be available to you for personal consultations for a fee. Please ask the Executive Director/Residence Director for additional information about this service.

Medications are billed separately by the pharmacy to you, so you will not see pharmacy charges on your Artis monthly statement. If you do not use our selected pharmacy, it is imperative that your pharmacy comply in all respects with the Artis policies and procedures and all applicable law.

For some residents, especially those with memory impairment, keeping medications in a resident's bedroom is unsafe, and may be against assisted living regulations. For this reason, we ask that you please do not bring in prescriptions or over-the-counter medications from home.

## Program Services

At Artis, we concentrate on the programs that best meet our residents' needs, promoting their independence and individuality, their health and their spiritual well-being. We focus on what our residents can do, instead of what they cannot do. We know that successful involvement in meaningful activities helps our residents continue to feel productive and good about themselves.

The Program Services Coordinator is a qualified recreation specialist who plans, organizes, supervises and implements a schedule of structured and recreational activities designed to meet the specific needs of each resident – including both group and individualized activity. The Program Services Coordinator works with residents and families to assess what activities are appropriate, and monitors participation and progress, adapting and revising activities as needed. Programs are offered throughout the day, seven days a week; there are physical, social, creative, intellectual and sensory activities to provide a well-balanced program. Program Services Assistants work with the Program Services Coordinator and other staff to plan and implement the activities, integrating them into the residents' daily routines.

The "Getting To Know You" program assists in connecting our staff and residents in special ways throughout the day. It allows all Artis employees to be involved in activities of interest to both the employee and the resident, by matching their similar interests or talents. A Program and Activities Calendar is posted in each residence, highlighting the Calendar of Events and the "Getting To Know You" activities.

For many of our residents, religious observance is very important. Artis residences are nondenominational and offer a variety of religious services through volunteer clergy. Worship services are designated on the Program and Activities Calendar. In addition, religious education and inspirational programs may be offered.

If you have any questions or special requests regarding our programs, please speak with our Program Services Coordinator.

## Dining Services

Mealtimes are some of the most anticipated moments at Artis. The Dining Services Coordinator strives to provide a variety of good tasting meals while satisfying the nutritional needs and food preferences of our residents. The Dining Services Coordinator oversees all of the dining service responsibilities and staff. A Consultant Dietician is also part of the Artis team and works with our dining services staff. Our Consultant Dietician is also available to you to consult on a specific resident's needs at an added cost. Please see our Executive Director/Residence Director to arrange for a consultation.

Meals are served family-style in our intimate house dining areas. Dining Services Assistants or Resident Caregivers coordinate the meal service and assist residents as needed.

We welcome guests at mealtime; however, we charge a modest amount and request a 24-hour notice prior to the meal. Families can also reserve designated rooms for special birthday, anniversary or other family celebrations. We appreciate your advance notice.

Questions, suggestions or problems regarding dining can be directed to our Dining Services Coordinator.

## Environmental Services

Maintaining the building and grounds is the responsibility of our Environmental Services Coordinator. The Environmental Services Coordinator carries out general maintenance duties (building maintenance, care of grounds, preventive maintenance, repairs, resident move-in and move-out) and oversees the housekeepers. Housekeepers primarily ensure the common areas are clean and provide a thorough cleaning weekly in residents' rooms. Resident Caregivers, along with residents if they choose, do light housekeeping. Heavy cleaning jobs, such as windows, are scheduled periodically. If you notice walls, floors, furnishings or equipment that need cleaning or repair, please inform our Environmental Services Coordinator.

## Laundry Services

Bed linens are changed weekly and more frequently as needed. Some residents or families choose to handle the personal laundry needs themselves. If you prefer us to provide personal laundry services, we will be happy to make it part of the service plan.

We encourage you to bring wash-and-wear clothing. Clothing that requires dry cleaning or special care like wool and silk, will be sent out for cleaning, and charges will appear separately on your bill. (This service may not be available at every residence.)

Since we perform personal laundry services for many residents, sometimes an item can get misplaced. We want to address this problem promptly, so please tell a Resident Caregiver or the Resident Services Coordinator immediately if a clothing item cannot be found.

## Administrative Services

The first person you may see as you enter Artis is the Administrative Services Coordinator or Administrative Services Assistant. This person can help you locate the appropriate people and places throughout the residence. The Administrative Services Coordinator is responsible for the general office management functions including

maintaining residents' records. The Administrative Services Coordinator may direct you to the Administrative Services Manager at the home office for questions regarding your monthly bill.

Finally, the Executive Director is responsible for the day-to-day operation of all Artis services – from Resident Services to Dining Services to Environmental Services. They conduct resident and family assessments and oversee the implementation of each resident's service plan. The Executive Director is the key contact for families and is available to listen to comments about our services and address problems or concerns.

### Beauty/Barber Services

Beauty and barber services are available in the Artis residence. Arrangements can be made with our beautician. Charges will appear on the monthly bill, unless billed directly by the beautician.

## PREPARING FOR THE MOVE-IN

### Furniture & Personal Belongings

Artis can provide fully furnished bedrooms and units. We ask that you try to move any furniture in prior to the day the resident moves in. This will help ease the transition into their new home. Please work with us to schedule the move.

In our dedicated dementia-specific residences, there is a personal display case outside each resident's room. We ask our residents and families to bring items for this that will not only help the residents maintain their sense of identity and orientation, but will also allow neighbors to know something about the resident. Photographs, awards, certificates and other display items are some suggestions. Again, we request that you arrange the display case prior to the move in day. We are happy to schedule time to help you.

Residents are encouraged to bring personal items such as photographs, artwork or favorite furniture. We welcome these items, but ask that they be limited to a reasonable number due to fire safety regulations and the need to keep the rooms clear for safely moving around.

Fire and life safety regulations prohibit the use of electric blankets, space heaters, cooking appliances, extension cords and electrical plug adapters in our residences. We must inspect and label electrical items for safety when residents bring them to Artis for use.

### Clothing and Other Items

Feel free to bring whatever clothing best suits your lifestyle. We will be pleased to recommend clothing styles that promote self-sufficiency. We recommend that clothing be wash-and-wear and appropriate to the season. For residents in our dementia-specific residences, we ask that you label all clothing with the resident's full name using a waterproof marker or clothing labels. In addition to clothing, all other personal items (especially hearing aids, dentures and glasses) should be marked. As new items are purchased, they need to be labeled; please ask our staff to update the inventory list.

## OUR POLICIES

Living with a group of people requires some structure. For everyone's comfort and protection, we all need to work together in following some general policies.

### Safety

At Artis, we address safety and security in many ways – from the design of the building to the activities and programming, to the selection and training of our staff. At the same time, we work to allow residents to maximize their right to make choices, move about freely and exercise their independence. Key safety features include:

- 24-hour supervision by a professional trained staff
- Structured programming throughout the day
- Access to enclosed outdoor courtyards protected by a decorative safety fence (in our dedicated dementia-specific residences)
- Exits controlled by an electronic security system in our dedicated dementia-specific residences
- Resident photos on file, in case of emergency
- Secured/locked building at night
- Non-skid and non-glare floor surfaces
- Safety Committee that monitors and recommends safety improvements

In addition, strategically located fire alarms and extinguishers, a sprinkler system, smoke detectors and self-closing smoke barrier doors provide fire safety. We hold regular fire drills to ensure that staff members are trained to respond promptly in the event of a fire and that the fire alarm system is working properly. Staff is also trained on evacuation routes. If you have any questions regarding these procedures, please ask the Executive/ Residence Director.

## Safeguarding Valuables

Many older adults misplace personal items and valuables. For this reason, we suggest residents do not bring valuables, such as expensive jewelry and cash – we cannot be held responsible for their loss. Residents have a limited need for cash since services such as the beautician and barber are billed directly every month. If residents plan to keep valuable personal items in their room, we urge them to maintain renter's insurance.

## Smoking Safety

To protect the health and safety of all residents and employees, Artis maintains smoke-free residences. Smoking is discouraged. It is permitted only with written physician approval, and is limited to supervised, designated outdoor areas.

## Alcoholic Beverages

Some residents may enjoy occasional alcoholic beverages. However, because of possible interactions with medications and behavior, consumption requires the approval of both the resident's physician and the Artis Executive Director.

## Personal Telephones

Artis provides a telephone in central areas with a separate extension that families may call. If a resident or family would like a personal telephone, they can make the appropriate arrangements with the local telephone company for installation and billing. For our residents receiving dementia services, we do not recommend personal telephones in bedrooms. However, a telephone may always be installed at the family's request.

## Personal Televisions

If a resident or family would like a personal television, they are responsible for providing a television for their private bedroom. For our residents receiving Alzheimer's services, in order to promote socialization and interaction with other residents and staff, we do not recommend personal televisions.

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## Holding a Room

In the event a resident must be temporarily away from Artis for vacation, hospitalization or other reasons, you may request their room to be held. Families and residents are asked to let us know in writing (unless it is an emergency) when and how long the resident will be gone. You will continue to be responsible for the same daily rate.

## Help With Moving Out

It may be necessary for a resident to move out of Artis, usually because increased care needs require a more appropriate setting. Since we are monitoring each resident on an ongoing basis and communicating status changes with the family, the need to move out should come as no surprise. We are committed to working with each resident and family to ensure safe and smooth transfers. We will work with each family in advance of a resident's move-out in order to coordinate procedures and arrange outside services.

## Gratuities

While we deeply appreciate residents' and families' generosity and are delighted when we meet their highest expectations of service, we ask that you not give gifts to individual employees. A group gift such as a box of candy, a letter of appreciation or a donation to enhance resident programs is always welcome.

## Keys

Generally, residents in our dedicated dementia-specific residences do not have locks, but we can provide one at the family's request if the resident is able to maintain and use the room key. If a key is lost, please notify a staff member immediately. Please do not add any chains or additional locks to the door of your room since this is a violation of fire safety code.

## Paying For Your Customized Services

Billing procedures for long-term care and health care, in general, can be confusing. At Artis, we have developed procedures that help make the process easier. Upon move-in, we explain billing procedures thoroughly. In addition, feel free to call the Administrative Services Coordinator with any questions.

## Determining Your Daily Rate

The initial Artis assessment is the first step in determining the level of payment. An overall level of service is agreed upon based on the needs and preferences of the resident and family. The service level combined with your selection of room accommodation determines the overall daily price. (Your Residency Agreement details the customized services that will be provided to your loved one and the daily price.)

## Changes in Service Levels

While the initial assessment determines your overall daily price, the resident's condition may change. Over time, care and assistance requirements are likely to increase. In addition, the family may alter their level of caregiving involvement. These changes, if they are permanent for a period of time, could result in a change in service level, which results in a change in the daily price. Since we monitor each resident's needs on an ongoing basis, you will be given notice of these changes, and we will work closely with you to determine the best course of action. At a minimum, we will meet with you every six (6) months to review any changes in service requirements.

## Guaranteed Rates

At the time of move-in, you are guaranteed a pricing schedule for one year when you execute the Residency Agreement. However, an increase in service level does mean an increase in cost. If the resident's condition changes so that a new service level is required, the daily price of that service level will be as indicated on the move-in pricing schedule of the Agreement.

## Annual Rate Increases

As in all businesses, the costs of providing services can increase over time. While your pricing schedule is guaranteed for one year, at the end of the year your pricing schedule is subject to an increase. You will be given advance written notice of any changes in the pricing schedule. The new pricing schedule will be guaranteed for one year.

## Payment Procedures

Upon move-in, an advanced billing of the first full month (or prorated partial month) of residency is due. Thereafter, you will be mailed a bill for the next month's rate plus any supplemental charges (e.g., personal care items, medical items) incurred during the prior month. Please mail your check in the self-addressed envelope included with your bill. Full payment is due on the first of the month and will be considered past due if not received by the 5th day of the month.

## Late Fee

If your payment is not received by the 5th of the calendar month, we will apply a one and one-half percent (1-1/2%) – equivalent to an annual percentage rate of 18% - service charge from the first of the month, each month, until paid.

## Refund Policy

If, after all charges to an account have been paid, a refund is due, we will request that refund through the home office. We will process the refund promptly.

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## FOR YOUR EASY REFERENCE – IMPORTANT NAMES & NUMBERS

**Address:**

**Building Telephone Numbers:**

Main Telephone Number: _____

Main Fax Number: _____

**Key Staff Members and Telephone Numbers:**

| Title | Name | Phone/Ext. | Contact Reasons |
|---|---|---|---|
| Executive Director | | | The resident experience, including level of care, financial concerns, and resident needs. |
| Administrative Services | | | Billing questions such as ancillary charges |
| Marketing Director | | | Suggestions for community and other referral opportunities |
| Dining Services | | | The dining experience, including menus |
| Environmental Services | | | Physical plant issues, such as a needed repair or room request |
| Program Services | | | Activities, volunteering, and special events |
| Resident Services | | | Concerns or questions pertaining to the care of and services for residents |

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## GETTING TO KNOW YOU

We are all here to work as a team, making every moment matter for our residents. The Program Services area, all caregivers, and other team members work closely together to create activities that are meaningful and specific to the interests and needs of every resident. Please fill out the following information about you and your interests as soon as possible. It will help us help you enjoy your interactions with the residents.

Name: _____

Birthday month/date:_____/_____ Favorite candy/food treats:_____

Favorite color:_____ Favorite kind of music: _____

In my free time, I:_____

I prefer: one-to-one _____ Small groups _____ Large groups _____

**Gardening:**
Indoor ___
Outdoor ___
Flowers ___
Vegetables ___
Herbs ___
Flower Arranging ___

**Arts & Crafts:**
Painting ___
Ceramics ___
Woodworking ___
Carpentry ___
Photography ___
Sewing ___
Quilting ___
Knitting ____
Crocheting ___
Cross-stitch ___

**Books & Writing:**
Creative Writing ___
Writing poetry ___
Writing letters ___
Reading out loud ___

**Discussions on:**
Current events ___
Sports ___
History ____
The Good Old Days __
Travel ____

**Music & Dance:**
Playing instrument ___
*Type _____
Singing ___
Listen to Music ____
Line Dancing ___
Square Dancing ___
Ballroom Dancing ___

**The Arts:**
Theatre ___
Opera ___
Musicals ___
Ballet ___
Tap ___
Concerts ____

**Games:**
Checkers ___
Bingo ___
Board Games ___
Card games ___
Outdoor Recreation
Walking ___
Golf ___
Exercises ___

**Household:**
Cooking ____
Baking _____
Beauty/grooming ___
Pets ___

**Other:**
_____

_____

_____

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**EXHIBIT XV**

**RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES**

RESIDENT'S RIGHTS AND RESPONSIBLITIES 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;

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(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; PROVIDED, HOWEVER, PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE A RIGHT TO BE INFORMED BY THE OPERATOR, BY 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.

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## EXHIBIT XVI

## OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

The Operator has established a procedure to help assure that any complaint or grievance you might have is resolved quickly, and that any recommendation you may have is promptly considered. In the event you have a complaint, grievance or recommendation, you are encouraged to do the following:

Artis Senior Living believes that residents, families and staff should have the right to voice their concerns, suggestions and grievances without fear of reprisal.

If a customer (family member, resident or outside professional) comes to any staff member with a concern (or complaint), the following steps, statements/approach and documentation should be followed to ensure that the concern is addressed promptly.

Steps:

Address the concern to the customer's level of satisfaction immediately if practical. Ask for assistance from staff in another service area if necessary.

If the staff member can address the concern, but it is not practical to do so immediately, let the customer know when you will resolve the concern. Get back to the customer within 24 hours to let them know of your progress or that the concern has been resolved. The concern should be reported to supervisor in detail

If the concern requires input from another staff member or service area and you feel you need the support of your Service Area Director, let the customer know that you will personally follow-up and that you or the appropriate' staff member will get back to them with the resolution within a specified period of time, not to exceed 24 hrs. All concerns that require follow up should be passed on to ED. Ed will communicate with family to make sure concern has been resolved to their satisfaction or to communicate if there will be additional measures taken. Follow up from ED on past concerns will be discussed with family during 7 day and monthly calls.

The ED will review the Concern Log daily for any outstanding concerns and follow-up on the status of the resolution with the appropriate staff. The ED determines if additional follow-up is needed with the customer. The ED conducts a review of the Log regularly for patterns requiring further attention. All concerns should be reviewed at daily service area stand-up meetings and follows up with

Concerns that involve injury or resident or staff danger will be reported to COO immediately as well as the appropriate state agency.

Regional Director will review concern log when making site visits.

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Statements/Approaches:

Clarification:



"My understanding of your concern is ..."
"... And what you would like to see done is…"

Conformation:

"I will... and then get back to you within 24 hours to let you know
--My progress
Or
--What I/we will do to resolve the problem is? "I'm happy to do it for you."
Anticipating Needs:

"You appear to have a concern. How may I assist you?'"

Documentation

Complete Section A of the Concern Form (copy at the end of this section), ask your Director to review, and if she/he agrees, give it to the ED (or Administrative person on duty) for action.

NOTE: Solutions -
May be obvious to you and the customer.
You may find it useful to ask for potential solutions from the customer.
You may find it necessary to offer potential solutions.

The ED will complete Section B and pass a copy of the concern form to the appropriate individual for action and follow-up. The original will be filed in the Concern Log (3-ring notebook kept in the EDs office) by resident by date.
The staff member to whom the concern was referred will resolve the concern; communicate the resolution to the customer and complete Section C of the form. The form will then be returned to the ED for review.
The ED will sign-off that the concern has been resolved in Section D and will replace the original form in the Concern Log with the completed form.

Anonymous Complaints and/or Confidential Grievances

Residents and responsible family members will be provided, in the Resident Handbook, the telephone number of the COO of the Artis Senior Living Management Company to call to register anonymous complaints or confidential grievances. The COO will respond to all calls within 24 hours.
The same process, as outlined in Sections A, B, and C above, will be followed by the COO, except that s/he will honor requests for anonymity and/or confidentiality.
Anonymous complaints can be made through Red Flag Reporting. All staff is provided with confidential hotline that goes through Red Flag directly to CEO and COO.

If a complaint or grievance requires input from other parties, the COO will resolve the issue within a specified period of time, not to exceed 21 days.

Please note that grievance and recommendation forms are available at all times in the residence.

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Reviewer's Initials: _____

# ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum ("Addendum") to a Residency Agreement made between Artis Senior Living Operator of Somers, LLC (the "Operator"), and

_____, (the "Resident or "You")

_____,(the "Resident's Representative"),

_____ and , (the "Resident's Legal Representative").

Such Residency Agreement is dated_____.

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Artis Senior Living of Somers located at 51 Clayton Boulevard, Baldwin Place, NY 10505 (the "Residence").

II. Physician Report

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

a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence; and

b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

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



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DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS SZ DATE 1 / 23/ 19

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IV. Specialized Programs, Staff Qualifications and Environmental Modifications

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

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

V. Aging in Place

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

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

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND

b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND

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

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

[Continued on following page.]



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NYSDOH REGIONAL OFFICE
INITIALS SZ DATE 1 / 23 19

VII. Addendum Agreement Authorization

We, the undersigned, have read this Addendum, 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)

Artis Senior Living Operator of Somers, LLC,
a Delaware limited liability company *(doing business as Artis Senior Living of Somers, LLC)*

Dated: _____ By:_____ Its:_____
(Signature of Operator or the Operator's Representative)



APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS SZ DATE 1/23/19

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**EALR EXHIBIT 1**
**EALR SERVICES and STAFFING**

Services to Be Provided

- Assistance with transferring
- Assistance with ambulation
- Assistance with medical equipment
- Ongoing skilled observations by a licensed nurse which need to be reported to a physician
- Treatment by the appropriate licensed personnel, including:
    - Eye drops
    - Injections
    - Diabetes Management
    - Pain Management
    - Catheter care
    - Colostomy care
    - PRN medications administration
    - Dressing changes
    - Wound Care (Stages I and II)
    - Other nursing services consistent with the Nurse Practices Act for which this facility has a policy approved by the Department of Health."
- Therapy (PT, OT, and/or ST) as provided by an outside licensed outpatient therapy provider
- Hospice care as provided by a licensed outside Hospice Care Agency

Staffing Levels, Certification, and Work Experience

- All residents in the ALR will have Alzheimer's disease or a related dementia. As such the staffing level will be appropriate for this population; all staff will be trained to serve this population; and the physical plant has been specifically designed to serve this population.
- The staffing will be as follows:
    - Executive Director who oversees the operations of the facility; certified as an assisted living residence manager (as required) in NY; prior experience in managing similar services
    - One Administrative Services Coordinator and part-time assistants who manage billing, accounting and other administrative tasks
    - One Community and One Family Services Coordinator who assist residents/families seeking move-in
    - Food Services Staff (One Coordinator, one Cook, and part-time food services assistants) who prepare the food and transport it to the resident house kitchens for service; certified as safe food service handlers

- One Program Services Coordinator, one Assistant, and part-time assistants who provide activities and programs 7 days a week in the common areas; the coordinator is a certified recreational therapist
- One Environmental Services Coordinator and two Housekeepers who maintain the operation and cleanliness of the physical plant
- One Resident Services Coordinator (RN) who manages the overall resident care staff and services and provides case management; an RN on-call 24 hours a day
- One LPN 24 hours per day who assists the RN in direct nursing care and administers medications
- Two Resident Caregivers (including Certified Nursing Assistants and Certified Home Healthcare Aides) for up to 16 residents on day and evening shift. Five Resident Caregivers on night shift.
- Services will be supplemented by a licensed home healthcare agency and a licensed outpatient therapy provider as required

Staff Training

- All staff will be trained in serving residents with dementia, including:
  - Normal aging versus dementia
  - Communication skills to enhance interactions with residents
  - Understanding and working with behavioral symptoms
  - Activities of daily living
  - Making every moment matter
  - The care triangle—resident, family, and staff
  - Taking care of the caregivers

Environmental Modifications

- The entire physical plant has been designed and built to best serve and accommodate the needs of residents.
- The building consists of six (6) compartments and a surrounding yard with a seven-(7)-foot high fence and two (2) gates leading from the yard to the public way. There are two (2) wings and a central core. The central core has a rear exit enclosure from the circular corridor to the fenced yard.
- The building will have the code-required NFPA-compliant, fire alarm system connected to the local fire department or monitoring station, and a code-required, NFPA-compliant automatic fire sprinkler system.
- The building will have a centralized emergency call-system in all resident bedrooms and in all resident bathrooms.
- The system consists of 10 delayed egress systems (doors) using positive initiation (bars with switches) and electromagnetic locks. Additionally, there are two (2) free egress doors with keypad entry (access control) and four monitored house doors with no locks. There are two (2) gates at the front of the exterior fence that control entry to the yard.
- In addition to all safety requirements of an Assisted Living Residence, the facility includes at least two smoke compartments per floor.

Special Needs ALR Addendum

c Sch 1D Appendix C

**SPECIAL NEEDS ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT**

This is an Addendum ("Addendum") to a Residency Agreement made between Artis Senior Living Operator of Somers, LLC (the "Operator"), and

_____(the "Resident" or "You"),
_____(the "Resident's Representative", if applicable), and
_____, (the "Resident's Legal Representative", if applicable).

Such Residency Agreement is dated_____, 201___.

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

I. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Artis Senior Living of Somers, located at 51 Clayton Boulevard, Baldwin Place, NY 10505 (the "Residence").

II. Request for and Acceptance of Admission.

You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Special Needs Assisted Living Residence and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications. Attached as Exhibit S.N. 1 and made a part of this Agreement is a written description of:

- Specialized services to be provided in the Special Needs Residence;
- Staffing levels
- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs;
- Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

[Continued on following page.]

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS SZ DATE 1/23/19

ARTIS SENIOR LIVING

IV. Addendum Agreement Authorization.

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

Dated: _____ _____
(Signature of Resident)

Dated: _____ _____
(Signature of Resident's Representative)

Dated: _____ _____
(Signature of Resident's Legal Representative)

Artis Senior Living Operator of Somers, LLC,
a Delaware limited liability company *(doing business as Artis Senior Living of Somers, LLC)*

Dated: _____ By:_____ Its:_____
(Signature of Operator or the Operator's Representative)





ARTIS SENIOR LIVING

**EXHIBIT S. N. 1**

**SNALR SERVICES and STAFFING**

Services to Be Provided

- Way finding and cueing
- Activities and programs appropriate to resident's physical and cognitive functioning level and interest, which strive to enhance a sense of purpose, quality of life and sense of dignity
- Meal services in a respectful setting that provides individual assistance as needed
- Assistance with activities of daily living, encouraging the resident to do as much as they are able and willing to maintain independence for as long as possible
- Secured freedom throughout the residence and secured property, allowing the resident to move inside and outside (as weather permitting) the facility; security system that safely protects residents from elopement
- Encouragement of family members and friends to visit and participate in the resident's daily life activities where possible and desired

Staffing Levels, Certification, and Work Experience

- All residents in the ALR will have Alzheimer's disease or a related dementia. As such the staffing level will be appropriate for this population; all staff will be trained to serve this population; and the physical plant has been specifically designed to serve this population.
- The staffing will be as follows:
    - Executive Director who oversees the operations of the facility; Certified as an Assisted Living Manager in NY (as required); prior experience in managing similar services
    - One Administrative Services Coordinator and part-time assistants who manage billing, accounting and other administrative tasks
    - One Community and One Family Services Coordinator who assist residents/families seeking move-in
    - Food Services Staff (One Coordinator, One Cook, and part-time food services assistants) who prepare the food and transport it to the resident house kitchens for service; certified as safe food service handlers
    - One Program Services Coordinator, one Assistant, and part-time assistants who provide activities and programs 7 days a week in the common areas; the Coordinator is certified as a recreational therapists
    - One Environmental Services Coordinator and two Housekeepers who maintain the operation and cleanliness of the physical plant

- One Resident Services Coordinator (RN) who manages the overall resident care staff and services and provides case management
- One LPN 24 hours per day who assists the RN in direct nursing care and administers medications
- Two Resident Caregivers (including Certified Nursing Assistants and Certified Home Healthcare Aides) for up to 16 residents on day and evening shift. Five Resident Caregivers on night shift.

Staff Training

- All staff will be trained in serving residents with dementia, including:
  - Normal aging versus dementia
  - Communication skills to enhance interactions with residents
  - Understanding and working with behavioral symptoms
  - Activities of daily living
  - Making every moment matter for the resident
  - The care triangle—resident, staff, and family
  - Taking care of the caregivers

Environmental Modifications

- The entire physical plant has been designed and built to best serve and accommodate the needs of residents with dementia.
- The building consists of six (6) compartments and a surrounding yard with a seven-(7)-foot high fence and two (2) gates leading from the yard to the public way. There are two (2) wings and a central core. The central core has a rear exit enclosure from the circular corridor to the fenced yard.
- The building will have the code-required NFPA-compliant, fire alarm system connected to the local fire department or monitoring station, and a code-required, NFPA-compliant automatic fire sprinkler system.
- The building will have a centralized emergency call-system in all resident bedrooms and in all resident bathrooms.
- The system consists of 10 delayed egress systems (doors) using positive initiation (bars with switches) and electromagnetic locks. Additionally, there are two (2) free egress doors with keypad entry (access control) and four monitored house doors with no locks. There are two (2) gates at the front of the exterior fence that control entry to the yard.
- In addition to all safety requirements of an Assisted Living Residence, the facility includes at least two smoke compartments per floor.