

Brookdale Kenmore  
Assisted Living Residence  
RESIDENCY AGREEMENT

**MODEL RESIDENCY AGREEMENT  
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## RESIDENCY AGREEMENT

This agreement is made between WW Kenmore Operator, Inc. d/b/a Brookdale Kenmore (the “Operator”), \_\_\_\_\_ (the “Resident” or “You”), \_\_\_\_\_ (the “Resident’s Representative”, if any) and \_\_\_\_\_ (the “Resident’s Legal Representative”, if any).

### RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 2971 Delaware Avenue, Kenmore, NY 14217-2353 an Assisted Living Residence (“The Residence”) known as Brookdale Kenmore and as an Enriched Housing Program. The Operator is also certified to operate, at this location and an Enhanced Assisted Living Residence.

B. You have requested to become a Resident at The Residence and the Operator has accepted your request.

### AGREEMENTS

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

Beginning on \_\_\_\_\_, 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 Apartment/Room.** You may occupy and use a private ( ) or semi-private ( ) suite identified on Exhibit I.A.1., 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 and all other common areas.
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 suite.

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 apartment/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.)

**B. Basic Services**

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

1. **Meals and Snacks.** We will furnish three nutritionally well-balanced meals per day as well as snack available 24 hours a day 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: Regular Diet, Texture Modified Diet (e.g. regular diet modified to meet the texture standards of the National Dysphagia Advanced Consistency Diet – to offer food that is moist and soft-solid), Puree Diet, Carbohydrate Controlled Diet, Finger Food Diet, Nectar Thick Liquids, Honey Thick Liquids.
2. **Activities.** The Program 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.** We will provide light housekeeping on an as-needed basis, but no less than once a week.
4. **Linen Service.** We will launder your bed linens on an as-needed basis, but no less than once a week.
5. **Laundry of Your personal Washable clothing.** We will launder your personal belongings on an as-needed basis, but no less than once a week.
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency

needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.

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.** If applicable, include some assistance with bathing, grooming, dressing, toileting ambulation transferring feeding, medication acquisition, storage and disposal, assistance with self-administration of medication.
9. **Development of Individualized Service Plan.** Individualized Service Plan will be updated periodically as necessary throughout your residency.

**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.**

##### **1. Flat Fee Arrangements**

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*). Any charges associated with your Individualized Service Plan will be considered Additional Fees as defined in this agreement.

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.

#### **C. Rate or Fee Schedule.**

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

**D. Billing and Payment Terms**

Payment is due by 1<sup>st</sup> calendar day of the month and shall be delivered to P.O. Box 660186, Dallas, Texas 75266-0186. If resident fails to pay, Residence reserves the right to discharge You in accordance with Section XIII. If a payment is not received on the due date, a late fee of \$250 will be charged.

**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 \$\_\_\_\_\_ per month. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The bed reservation will remain in effect so long as you continue to pay the established rate and this agreement is not otherwise terminated. A provision to reserve a residential space does not



supersede the requirements for termination as set forth in Section 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 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**

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

**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.

**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 \_\_\_\_\_

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 Residence**

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
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 residing in a “Basic” Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
6. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically required the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.
7. 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 (if applicable)**

Attached as Exhibit XI., and made a part of this Agreement, are the Rules of the Residence and the Resident Handbook. By signing this agreement, You and Your representatives agree to obey all reasonable Rules of the Residence and the Resident Handbook.

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

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

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when 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.

B. The Resident's Representative, and/or Legal Representative as appropriate, shall be responsible for the following in the event the condition of the Resident requires such assistance, and upon our request:

1. Participating with our associates in evaluating Resident's needs and in planning an appropriate plan for Resident's care;
2. Maintaining Resident's welfare and fulfilling Resident's obligations under the Residency Agreement;
3. Assisting the Operator in relocating Resident following termination and removing the Resident's property;

4. Assisting in the Resident's transfer to a hospital, nursing home, or other facility in the event that Resident requires care we do not offer;
5. Making necessary arrangements for funeral services and burial in the event of death.

### **XIII. Termination and Discharge**

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 30 days' notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;
3. Upon 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.

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;
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give 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. Termination occurs on the later end of the notice period or removal of all of your belongings.

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

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

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

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

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

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section 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 removed. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

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

**XV. Resident Rights and Responsibilities**

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

**XVI. Complaint Resolution**

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

In the event a resident and/or resident's responsible party (on behalf of the resident) has a grievance regarding the community or its services, we request the following steps be taken:

1. You and/or Your Resident Representative should discuss the complaint with the associate and Executive Director.
2. If unable to resolve grievance with step 1, the grievance should be submitted in writing to the Executive Director. The Executive Director should respond to You and/or Your Resident Representative within fourteen (14) days of receipt of the complaint. If requested, the Executive Director should keep the grievance and recommendation confidential.
3. If unable to resolve grievance with step 2, the written grievance should be submitted to the Regional Director of Operations. The Regional Director of Operations should respond to You and/or Your Resident Representative within fourteen (14) days of receipt of the complaint. If requested, the Regional Director should keep the grievance and recommendation confidential.
4. If the grievance cannot be resolved on a Regional level, the You and/or Your Resident Representative party are encouraged to contact the Brookdale Family Connection at 1-877-400-5296.
5. You and/or Your Resident Representative may file a grievance with governmental officials, the New York State Department of Health or to any other person at any point in this process. If requested, a community representative should assist the resident or resident's responsible party in forwarding the written grievance to the appropriate address and contact person.
6. Residents and/or their responsible parties may submit grievances without fear of reprisal.

## **XVII. Miscellaneous Provisions**

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



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

## **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.

$$\{$$

| Resident | Print Name | Date |
|----------|------------|------|
|----------|------------|------|

|                      |            |      |
|----------------------|------------|------|
| Legal Representative | Print Name | Date |
|----------------------|------------|------|

For Legal Representative signature, indicate legal authority: \_\_\_\_\_

| Resident Representative | Print Name | Date |
|-------------------------|------------|------|
|-------------------------|------------|------|

|                    |            |      |
|--------------------|------------|------|
| Operator Signature | Print Name | Date |
|--------------------|------------|------|

(Optional) **Personal Guarantee of Payment**

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

\_\_\_\_\_ personally guarantees payment of charges for Your Basic Rate.

\_\_\_\_\_ personally guarantees payment of charges for the following services, materials or equipment, provided to You, that are not covered by the Basic Rate:

**SELECT SERVICES**

---

|           |     |         |      |
|-----------|-----|---------|------|
| Guarantor | SSN | D.L.No. | Date |
|-----------|-----|---------|------|

(Should be signed by someone who is **not** the Resident)

---

|             |       |      |
|-------------|-------|------|
| For Company | Title | Date |
|-------------|-------|------|

### **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.

---

|           |     |         |      |
|-----------|-----|---------|------|
| Guarantor | SSN | D.L.No. | Date |
|-----------|-----|---------|------|

(Should be signed by someone who is **not** the Resident)

---

|             |       |      |
|-------------|-------|------|
| For Company | Title | Date |
|-------------|-------|------|

**EXHIBIT I.A.1.**

**IDENTIFICATION OF APARTMENT/ROOM**

**ROOM #:** \_\_\_\_\_

### **EXHIBIT I.A.3.**

#### **FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR**

As a resident of an Enriched Housing Program, in accordance with Section 488.11(f) of Title 18, New York Codes Rules, and Regulations, when not supplied by you, the Operator will provide you with:

- Basic furniture and household items, appropriate to size and function and intended for common use;
- a standard single bed in good repair, a chair, a lamp;
- lockable storage facilities for personal articles and medication, which cannot be removed at will if the individual room or apartment is not lock-equipped;
- individual dresser and closet/wardrobe space for the storage of clothing;
- household supplies and equipment including soap and toilet tissue;
- shaded light fixtures;
- one telephone;
- dishes, glasses, utensils, table;
- access to radios and television sets; and
- household linens including at minimum, a pillow, pillowcase, two sheets, blankets, a bedspread, towels, and washcloths.

**EXHIBIT I.A.4.**

**FURNISHINGS/APPLIANCES PROVIDED BY YOU**

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

- |                                     |                                         |
|-------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Bed        | <input type="checkbox"/> Bath Linens    |
| <input type="checkbox"/> Nightstand | <input type="checkbox"/> Wastebasket    |
| <input type="checkbox"/> Drawer     | <input type="checkbox"/> Couch/Loveseat |
| <input type="checkbox"/> Chair      | <input type="checkbox"/> Easy Chair     |
| <input type="checkbox"/> Bed Linen  | <input type="checkbox"/> Table          |
| <input type="checkbox"/> Pillow     | <input type="checkbox"/> Other: _____   |
| <input type="checkbox"/> Bed Spread | <input type="checkbox"/> Other: _____   |

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

|                                      |  |
|--------------------------------------|--|
| <b><u>Weapons</u></b>                |  |
| <b><u>Fireworks/Firecrackers</u></b> |  |
| <b><u>Open Flames</u></b>            |  |

## 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:

| <b>Exhibit X - Item</b>                                                 | <b>Additional Charge</b>                     | <b><u>Provided By</u></b> |
|-------------------------------------------------------------------------|----------------------------------------------|---------------------------|
| Companion - Appointment & Shopping (Does not include transportation)    | \$105.00 per hour                            | Operator                  |
| Dining - Guest Meals - Special Events                                   | (See Price Schedule)                         | Operator                  |
| Dining - Guest Meals                                                    | \$18.00 each                                 | Operator                  |
| Dining - Meals - Restaurant                                             | (Actual + \$5 Room Service)                  | Operator                  |
| Dining - Room/Tray Service - 1 meal per Day                             | \$304.00/month                               | Operator                  |
| Dining - Room/Tray Service - 2 meals per Day                            | \$603.00/month                               | Operator                  |
| Dining - Room/Tray Service - 3 meals per Day                            | \$900.00/month                               | Operator                  |
| Housekeeping - Additional                                               | \$146.00/month                               | Operator                  |
| Laundry - Additional                                                    | \$165.00/month                               | Operator                  |
| Salon Service                                                           | (Per Stylist Charge)                         | Third Party Vendor        |
| Transportation Medical Shuttle                                          | \$482.00/month                               | Operator                  |
| Medical Transportation                                                  | Additional charge billed by transit provider | Third Party Vendor        |
| Parking Assigned Uncovered                                              | \$202/month                                  | Operator                  |
| Apartment Transfer (Does not including moving of personal belongings)   | \$1500 Each                                  | Operator                  |
| Medication - Prescription Injectable Medication (e.g. B12; not insulin) | \$30.00 each                                 | Operator                  |

\*Please note that these prices are subject to change from time to time.

\*No fee for Room/Tray Services applies if the request is made because the resident is ill.  
Medical Transportation charges are over and above Medicare, Medicaid and Third-Party

Payment

**EXHIBIT I.D.**

**LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

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

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

| Service | Provider | Licensure/Certification |
|---------|----------|-------------------------|
|         |          |                         |
|         |          |                         |
|         |          |                         |
|         |          |                         |



**EXHIBIT II**  
**DISCLOSURE STATEMENT**

WW Kenmore Operator, Inc. (“The Operator”) as operator of Wynwood of Kenmore (“The Community”), 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 2971 Delaware Avenue, Kenmore, NY 14217, an Assisted Living Residence as well as an Enriched Housing Program.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence. This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Enhanced Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide Enhanced Assisted Living services for up to a maximum of 120 persons.

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

Chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer, chronically require the physical assistance of another person in order to walk, chronically require the physical assistance of another person to climb or descend stairs, are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel, and have chronic unmanaged urinary or bowel incontinence. The Operator may provide the following services oxygen therapy, blood pressure checks, indwelling catheter care, nebulizer treatment, treating skin tears and abrasions, one and two-person transfers, blood glucose monitoring, ostomy care, insulin administration, enema administration, Foley catheter care, suprapubic catheter care, transdermal patch application, temperature, pulse and respiration monitoring, care of casts, braces, splints and enteral feeding via peg tube.

The Operator will post prominently in the Community, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services program.

**It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living program only up to the numbers of persons stated above.** If You become appropriate for Enhanced Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living 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.

3. The owner of the real property upon which the Community is located is PSLT – ALS Properties I, LLC. The mailing address of such real property owner is c/o Ventas, Inc., 300 North LaSalle Street, Suite 1600, Chicago, IL 60654. The following individual is authorized to accept personal service on behalf of such real property owner: General Counsel.

4. The Operator of the Residence is WW Kenmore Operator, Inc. The mailing address of the Operator is 2971 Delaware Avenue, Kenmore, NY 14217. The following individual is authorized to accept personal service on behalf of the Operator: Corporation Service Company, 80 State Street, Albany, NY 12207-2543.

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

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

7. As a resident of Wynwood of Kenmore, we believe that you should have the ability to exercise that choice in addition to a complete understanding of our offerings. As a resident of the community You are not bound to utilize our internal services, rather they are in place as a convenience to You.

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

9. Public funds are available to persons who meet certain income limitations, for the payment of residential, supportive or home health services, including but not limited to,

availability of Medicare coverage of home health services. However, the Community's charges for services may exceed the assistance available. Consequently, public assistance alone may not be enough to cover the charges associated with remaining a resident at this Community if this Community's charges exceed the amount of public funds available to a resident. If the resident is unable to pay (in full) the balance of the Community's charges, the Community will assist the resident in securing placement at another facility, pursuant to applicable law and regulation.

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

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. (716) 878-2385 is the Local LTCOP telephone number. The NYSLTCOP web site is [www.ltombudsman.ny.gov](http://www.ltombudsman.ny.gov).

### **EXHIBIT III.B.**

#### **SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES**

We require a one-time non-refundable Community Fee in the amount of \$3,000.00 to be paid at the time this Agreement is signed. The Community Fee is a one-time fee charged by the Operator at the time of admission. The Community Fee is non-refundable and there are no specific conditions for refunds or any additional conditions regarding the fee. Once informed of the Community Fee, the prospective resident may choose whether to accept the Community Fee as a condition of residency or to reject the community fee and thereby reject residency at the residence.

The Community Fee does not excuse you from financial responsibility for any damage caused to your Suite beyond normal wear and tear upon move-out. However, you retain any and all rights under the law to contest the imposition of any costs for such damages and would be responsible to pay for damages only as ordered by a court of competent jurisdiction.

**EXHIBIT III.C**  
**RATE OR FEE SCHEDULE**

See attached Exhibit X/Y and Exhibit Z.

Your initial fees are as follows:

|                                       |                  |
|---------------------------------------|------------------|
| One-Time Non-Refundable Community Fee | <u>\$3000.00</u> |
| <b>Basic Rate</b>                     | \$ _____         |
| Additional Fees                       | \$ _____         |
| Supplemental Fees                     | \$ _____         |
| <b>Total Monthly Service Rate:</b>    | \$ _____         |

I understand and agree that the Operator has the right to change these rates and/or change the services provided in accordance with the provisions listed in III. E. of the Residency Agreement.

**EXHIBIT V.**

**TRANSFER OF FUNDS OR PROPERTY TO OPERATOR**

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

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

**PROPERTY/ITEMS HELD BY OPERATOR FOR YOU**

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

### Adult Care Facility Inventory of Resident Property

FACILITY NAME: \_\_\_\_\_

OPERATING CERTIFICATE NUMBER:

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

**EXHIBIT XI.**  
**RULES OF THE RESIDENCE**

See Resident Handbook.



## **EXHIBIT XV.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE.

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

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

**EXHIBIT D-1**  
**CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE**

**CONSUMER INFORMATION GUIDE:**  
**ASSISTED LIVING RESIDENCE**

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## **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/](http://www.nyhealth.gov/facilities/long_term_care/).

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

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

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

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

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

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

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

***Comparison of Types of ALRs***

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



## 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](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](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](http://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.

## **XX. Glossary of Terms Related to Guide**

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

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

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

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

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

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

This is a Medicaid funded service for personal care services.

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

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

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

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

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

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

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

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

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

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

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



**State of New York**  
**Department of Health**

1505

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## ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement made between WW Kenmore Operator, Inc. (“the Operator”), **(Insert Name of Resident)** (the “Resident” or “You”), and **(Insert name of Resident’s Representative)** (the “Resident’s Representative”), and **(Insert Name of Resident’s Legal Representative)** (the “Resident’s Legal Representative”). Such Residency Agreement is dated **MM/DD/YYYY**.

This Addendum adds new sections and amends, if any, only the sections specified in this Addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Addendum. 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 2971 Delaware Avenue, Kenmore, NY 14217-2353.

### II. Physician Report

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

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

### III. Request for and Acceptance of Admission

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

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

Attached as EALR Appendix #1 and made part of this Addendum 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 a 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 New York State Mental Hygiene Law, the Operator will initiate proceedings for the termination of Your Residency 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 Article 28 of New York State Public Health Law or Articles 19, 31, or 32 of Mental Hygiene Law; AND
- c. The Operator agrees to retain You as a Resident and to coordinate the care provided by the Operator and the additional nursing, medical, or hospice staff you hire; AND
- d. You are otherwise eligible to reside at the Residence.

VII Addendum 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)

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Operator/Operator's Representative)

## EALR APPENDIX 1

### **XXI. ADDITIONAL DISCLOSURES FOR ALL ENHANCED ASSISTED LIVING RESIDENTS**

#### I. Services to be Provided

The following services will be available to the Residence's Enhanced Assisted Living Residents:

*(Check all that apply)*

- ☒ Physical assist with transfers (one and two person assistance) including assistance in the use of a transfer belt or mechanical lift.
- ☒ Physical assist with ambulation.
- ☒ Diabetic: Insulin Injections/Blood Glucose Monitoring.
- ☒ Incontinence Management.
- ☒ Indwelling Foley catheter care.
- ☒ Eye Drops.
- ☒ Ear Drops.
- ☒ Other/Additional (*Type in box below*)

|                                   |                               |
|-----------------------------------|-------------------------------|
| Oxygen therapy                    | Ostomy care                   |
| Blood pressure checks             | Enema administration          |
| Nebulizer treatment               | Suprapubic catheter care      |
| Treating skin tears and abrasions | Transdermal patch application |
| Temperature monitoring            | Pulse monitoring              |
| Respiration monitoring            |                               |
|                                   |                               |

## II. Staffing Levels

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

## III. Staff Education and Training

Resident care aides, personal care aides, home health aides and registered nurses will be provided specialized training to respond to the enhanced needs of Residents. These trainings will be provided by a Registered Nurse (licensed in the State of New York) who has experience in Adult Education/Learning.

## IV. Environmental Modifications

Enhanced Assisted Living Residents reside throughout the facility. The entire facility is equipped with (1) an automatic sprinkler system throughout the building, (2) a supervised smoke-detection system throughout the building, including all bedrooms, (3) a fire protection system directly connected to a 24-hour attended central station, (4) handrails on both sides of all resident use corridors and stairways, (5) a centralized emergency call system in all bedrooms easily reachable from bedside and in all resident-use toilet and bathing areas, easily reachable from each fixture, (6) smoke barriers to divide each floor into at least two smoke compartments, neither of which exceed 100 feet in length, (7) all rooms are single or double occupancy, (8) all corridors are a minimum of 60 inches wide, and (9) all doors are at least 32 inches wide.