



GURWIN
ASSISTED LIVING

*Gurwin Jewish ~
Fay J. Lindner Residences*

**ENRICHED HOUSING PROGRAM
RESIDENCY AGREEMENT**

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RESIDENCY AGREEMENT

THIS AGREEMENT is made between Gurwin Jewish ~ Fay J. Lindner Residences, Inc., the “Operator”, _____ (the “Resident” or “You”), _____ (the “Resident’s Representative”, if any) and _____ (the “Resident’s Legal Representative”, if any).

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 50 Hauppauge Road, Commack, New York 11725 as an Assisted Living Residence (“The Residence”) known as Gurwin Jewish ~ Fay J. Lindner Residences, and as an Enriched Housing Program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence (“EALR”). These certifications permit the Operator to provide Enhanced Assisted Living services for up to a maximum of 59 persons.

You have submitted a written report from Your physician to Operator which report states that (a) Your physician has physically examined You within the last month; 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. You have requested to become a Resident at The Residence and the Operator has accepted Your request.

AGREEMENT

I. Housing Accommodations and Services

Beginning on _____, _____, (*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 Apartment/Room.** Beginning on _____, 20____, You may occupy the apartment/room designated on Exhibit I.A.1, 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. This Agreement is not a lease. The Operator may change Your apartment/room assignment to protect Your health, safety and comfort or the health, safety and comfort of other residents or in connection with routine or unscheduled maintenance. However, if You elect to change

apartment/room within the Residence, all arrangements and costs incurred are to be made by You or Your Representative. You or Your Representative shall be responsible for moving Your furniture and personal property into Your apartment/room upon admission and out of Your apartment/room upon discharge. You and the responsible party, if any, agree to indemnification of the Operator for any damages to the Residence during such move, with the understanding that You and the responsible party, if any, retain any and all rights under law and equity, to contest the imposition of any such costs and fees, and to assert any claims You would have against the Operator for damages, losses, liabilities, obligations, property damages, or other expenses of any type (including court costs and attorney fees) as ordered by a court of competent jurisdiction resulting from, arising out of or related to, the acts or omissions of the Operator or its employees, agents, or contractors. In the alternative, You may hire Your own professional moving company to move Your furniture and personal property into, out of, or within the Residence, with appropriate insurance to be provided to the Residence.

2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as the synagogue, for various scheduled activities and services, the library, the media lounge, various residents' lounges on all floors, party/bingo lounge, card and game area and the coffee shop.
3. **Furnishings/Appliances Provided By The Operator.** Attached as Exhibit I.A.2. 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.3. 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.).

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 one (1) snack 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 (check all that apply):

Regular No Concentrated Sweets No Salt Added

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.** Vacuuming, trash collection and general housekeeping services will be provided on a weekly basis or as otherwise needed in keeping with Your needs.
4. **Linen Service.** Towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition, are provided by the Operator. Linen changes will be provided once a week, or as needed, and towel changes twice a week, or as needed.
5. **Laundry of Your Personal Washable Clothing.** Upon Your request, Your personal washable clothing will be laundered weekly. You are responsible for cleaning any clothing that requires dry cleaning or pressing.
6. **Utilities.** Operator will provide access to all utilities; cable/satellite television; and wireless Internet access.
7. **Wellness Program.** Operator will provide access to Operator's wellness program.
8. **Emergency Call System.** Operator will provide access to an emergency call system with 24-hour-a-day response.
9. **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. Such supervision does not include one-on-one continuous supervision.
10. **Case Management.** The Operator will provide appropriate case management services/staff 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.
11. **Personal Care.** Includes some assistance with bathing; grooming; dressing; medication acquisition, storage and disposal; and assistance with self-administration of medication, as required by Your Individualized Service Plan and consistent with Exhibits III.A.1 and III.C.

Assistance with toileting (if applicable); ambulation (if applicable); transferring (if applicable); feeding (if applicable); are available at an additional fee consistent with Exhibits III.C.

Additional services including assistance with ambulation, transferring and certain skilled tasks are available to residents admitted to the EALR for an additional fee. .

12. **Development of Individualized Service Plan.** Development of the Individualized Service Plan includes ongoing review and revision as necessary. This Individualized Service Plan will be reviewed and revised every six months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing needs.
13. **Clergy.** Operator will provide assistance in arranging for the services of clergy according to Resident's choices.
14. **Protection of Rights.** Operator will provide all of the protections specified in the State of Resident Rights and Responsibilities, a copy of which is set forth in Exhibit VII of this Agreement.
15. **Miscellaneous.** Operator will provide basic recreational supplies; assistance in making medical appointments; and transportation for various recreational activities.

C. Supplemental Services

Exhibit I.C., attached to and made a part of this Agreement, describes in detail any additional services or amenities available from the Operator directly or through arrangements with the Operator for a supplemental fee. Such Exhibit states who would provide such services or amenities, if other than the Operator. A charge for a Supplemental fee must be at Resident option and for services or supplies actually delivered.

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 certifications status of each provider is set forth in Exhibit I.C. of this Agreement. Such Exhibit I.C. 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.A, which is attached to and made part of this Agreement.

III. Fees

A. Total Monthly Basic Rate

The Residence operates with a tiered fee arrangement, in which the amount of the Monthly Basic Rate depends upon the types of services provided. The Total Monthly Basic Rate for each resident will be determined by the level of care the Resident is assigned based upon his or her needs, as set forth in detail in Exhibit III.C. The Total Monthly Basic Rate will change immediately upon an adjustment (either upward or downward) in the applicable level of care. If the Total Monthly Basic Rate is adjusted for reasons other than a change in the level of care, You will be given the notice required as set forth in Section III.E. The first month of Your Total Monthly Basic Rate is due prior to or upon move in. A summary of all Your fees is found in Exhibit III.C. and includes the total amount due prior to move-in.

You and Your Legal Representative agree that You will pay, and Operator agrees to accept, Your regular payment of the Total Monthly Basic Rate in full satisfaction of the Basic Services described above in Section I.B of this Agreement.

B. Additional or Community Fees

An Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. Additional fees are listed in Exhibit III.B.

A Community fee is a one-time fee that the Operator will charge at the time of admission. 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. The Operator charges a Community Fee as set forth in Exhibit III.B.

C. Deposit

You will be charged a deposit equal to \$1,000, due prior to or upon execution of this Agreement. The deposit will be applied to the Total Monthly Basic Rate for the first month's rent after Your admission. Your deposit will be fully refunded should You not be accepted for residency. In the event You pass away prior to Your move-in date, the deposit will be refunded promptly to the legally authorized representative of Your estate.

D. Billing and Payment Terms

You will be charged from the day of Your admission up through and including the day of Your transfer or discharge from the Residence (the "Discharge Date"). Your Discharge Date will be the day when all of Your belongings and personal property are

removed from the Residence. Your discharge may only take place on a business day between the hours of 9 a.m. and 5 p.m. If You are discharged after 5 p.m., Your Discharge Date will be considered to have occurred on the next business day. In the event that You and/or Your Representative do not remove completely all of Your furniture and personal property from the apartment by or on Your Discharge Date, the Operator will assess a fee of \$1,500.

All payments are due on the first of each month. Payments received after the seventh (7th) day of the month when due, plus any outstanding balance, will incur a late charge of one and one-half (1.5%) percent interest per month. You and Your Legal Representative have the right to dispute and contest any charges in accordance with Section XVI below or in accordance with applicable law.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. The Basic Rate and/or Additional or Supplemental Fees are subject to adjustment from time-to-time. The Operator may increase the Basic Rate and/or Additional or Supplemental Fees on an annual basis by providing You with written notice of the increase not less than forty-five (45) days prior to the effective date of the rate or fee increase. Otherwise, the Basic Rate and Additional or Supplemental Fees may be increased in any one of the ways set forth in paragraphs 2 through 4 below.
2. If You or Your Legal Representative agree in writing to a specific rate or fee increase through an amendment of this Agreement, the rate or fee increase will be effective as of the date of amendment of this Agreement.
3. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may increase the Basic Rate or any Additional or Supplementary Fee upon less than forty-five (45) days' written notice.
4. In the event of any emergency which affects You, the Operator may assess such additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.
5. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.

F. Reservation of Apartment

If You must be temporarily absent from the residences, You may reserve Your apartment/room by continuing to pay Your Total Monthly Basic Rate (as shown on Exhibit III.C.) or You may choose to terminate this Agreement subject to Section XIII below. If You choose to reserve Your apartment, the then-current Basic Rate

and terms of this Agreement will remain in effect until the Operator receives a written thirty (30) day termination notice from You or Your Legal Representative. Continuing to reserve Your apartment/room does not eliminate the grounds for termination set forth in Section XIII, and does not relieve You of providing thirty (30) days' notice to terminate the agreement, should You wish to do so.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after You leave the Residence and remove all of Your belongings, 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 of 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 at any time You want to place any of Your property in the Operator's custody, and the Operator agrees to accept responsibility for such custody, then the Operator must list those items and attach that list to this agreement as Exhibit IV.

VI. Property or items of value held in the Operator's custody for You.

If, upon admission or at 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 V 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 or Your Representative must complete the following:

I receive SSI funds _____ or I have applied for SSI funds _____
I receive SNA funds _____ or I have applied for SNI funds _____
I do not receive either SSI or SNA funds _____

If You have a signatory to the 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 agree 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

- A. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Service Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
- B. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
- C. In the Enriched Housing Program, the Operator may only admit persons over the age of 18 and under the age of 65 if the admissions would result in no more than 25% of the resident population being under the age of 65.
- D. 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 Service Plan.

- E. 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.
- F. If You are residing in a “Basic” Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
- G. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - (a) chronically require the physical assistance of another person in order to walk; or
 - (b) chronically require the physical assistance of another person to climb or descend stairs; or
 - (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
 - (d) have chronic unmanaged urinary or bowel incontinence; or
 - (e) require one or more of the skilled services outlined in Section IV of the EALR addendum.

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 VI 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

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

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third party coverage; payment for all professional services or items of any kind ordered specifically for or by You and/or Your Representative; clothing purchases; clothing repairs; dry cleaning; personal hygiene items not listed as provided by the Operator in Exhibit I.A.2; beauty parlor/barber shop; cultural events; non-basic recreational supplies; outgoing telephone calls; private telephone in Your apartment (if desired); premium cable television and wired Internet service.
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 care proxy, health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number for You or Your Representative.
7. Obeying the reasonable rules of the Residence to the extent permitted by law and respecting the rights and property of other residents.
8. The cost of any structural and non-structural alterations to the Apartment. You agree to obtain the Operator's prior written consent before making such alterations.

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

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for him or herself.
2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.
3. Make the appropriate payments as agreed to in this Agreement.
4. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

- C. The Resident's Legal Representative, if any, shall be responsible for the following:
1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for him or herself.
 2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.
 3. Make the appropriate payments as agreed to in this Agreement.
 4. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.
- D. The Operator shall be responsible for the following:
1. In the event that the Resident's Health Care Proxy has been provided to the Operator, and that person is not the Resident's Representative or the Resident's legal Representative, the Operator shall notify the Resident's Health Care Proxy to make medical decisions when the Resident is unable to make such decisions for him or herself.

XIII. Termination and Discharge

- A. 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' notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility. This notice is required regardless of Your reason for termination of this agreement;
 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 or 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. 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 (30) 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 thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health.

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

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

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

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

XIV. Transfer

- A. Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty-days (30) 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 other serious physical injury to himself/herself or others;
 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.
- B. 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 notice must be given by any of the methods provided by law for personal service upon a natural person.
- C. If the basis for the transfer permitted under parts 1 and 3 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 VII 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, and You agree to meet the responsibilities stated therein.

XVI. Complaint Resolution and Resident Council

- A. You, Your immediate family members and Your legal representative have the right to present complaints and recommendations for changes and improvements to the operation the Residence.
1. Complaints and recommendations may be given to the following staff in Administration: the Administrator, Director of Clinical Services, Director of Wellness, Director of Case Management, Director of Recreation, Director of Housekeeping, Director of Engineering, Director of Food Services, Director of Enriched Pathways, Director of Marketing, or Business Affairs Manager.
 2. The Operator will promptly investigate and evaluate each complaint and recommendation that it receives.
 3. The Operator will respond to each complaint and recommendation within ten (10) business days of receipt of the complaint unless extraordinary or emergency circumstances intervene and initiate such actions as it deems appropriate.
 4. The Operator will inform residents of any actions taken and the resolution of each grievance or recommendation by directly advising affected residents or by providing written notice whenever necessary.
 5. The Operator will post a copy of these procedures in a readily visible common area of the Residence.
- B. Residents 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 any such residents' organization and to provide a written report to the residents' organization that addresses its concern.
- C. The New York State Long Term Care Ombudsman Program is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

- D. 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 VIII and made a part of this Agreement.

XVII. Photo Waiver

The Operator is required by the New York State Department of Health to include Your photo in Your Medication Assistance Record. The Operator also seeks Your consent to use Your photograph in other Residence publications. The photo waiver is included in Exhibit IX.

XVIII. Miscellaneous Provisions

- A. This Agreement constitutes the entire Agreement of the parties.
- B. 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.
- C. Waiver by the parties of any provision of this Agreement which is required by statute or regulation shall be null and void.
- D. In the event that a court of competent jurisdiction holds any provisions of this Agreement to be unenforceable or void, it shall not affect the validity and enforceability of the remaining provisions.
- E. Subject to applicable laws and regulations, delays or failures on the part of the Residence or the Operator to bring any action or enforce any rights as against the Resident, and/or the Resident's Representative or Legal Representative and their heirs, distributors, executors, administrators, successors, and lawful assigns shall not prevent the Residence or the Operator from bringing such action or enforcing such rights.

XIX. Agreement Authorization

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

Dated: _____
_____ (Signature of Resident)

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

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

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

Personal Guarantee of Payment (Optional)

_____ 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:

(Date)

Guarantor's Signature

Guarantor's Name (Print)

(Optional) Guarantor of Payment of Public Funds

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

(Date)

(Guarantor's Signature)

Guarantor's Name (Print)

**ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between Gurwin Jewish Fay J. Lindner Residences (the “Operator”), _____, (the “Resident or You”), _____, (the “Resident’s Representative”), and _____, (the “Resident’s Legal Representative”) for residency in a Private [] or Semi- Private [] room. 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 this 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 50 Hauppauge Road, Commack, New York 11725.

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 (the “Residence”) and the Operator has accepted Your request. The Operator has conducted a preadmission interview or reviewed and revised your existing Individualize Services Plan (ISP) to determine that you are eligible for the EALR, which is maintained in the resident fee.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EALR Appendix # 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.

VII. 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)

Dated: _____

(Signature of Operator or Operator's Representative)

EALR Appendix # 1

Services to be provided in the Enhanced Assisted Living Residence

The following services will be available in the Enhanced Assisted Living Residence:

- Physical assistance with mobility (ambulation; one person assist with transferring, two person assist with transferring on a temporary, ninety (90) day basis, and assistance with climbing and descending stairs);
- Physical assistance with medical equipment
- Administration of topical creams and lotions
- Administration of ear drops;
- Administration of eye drops/ointments;
- Administration of injectable medications;
- Dressing changes and Wound care;
- Colostomy and Urostomy care;
- Urinary catheter-cleansing the insertion site, emptying and changing the drainage bag;
- Nebulizer treatments;
- Enteral Feeding;
- Lung auscultation;
- Bowel auscultation;
- Suppositories;
- Enemas;
- Assistance with unmanaged incontinence;
- Assistance with continuous use of oxygen;
- Periodic, ongoing assessment by a registered nurse; and
- Direction of PRN medications by registered nurse.

Staffing levels

Staffing levels in the Enhanced Assisted Living Residence will comply with all applicable laws and regulations and will be adjusted to meet the care needs of Residents enrolled in the enhanced program. The operator employs certified Home Health Aides and nurses to provide supervision and meet the needs of residents at all times. A comprehensive activities program with activities staff that plan and conduct meaningful programs keeps all residents active in the residence.

Gurwin Jewish~Fay J. Lindner Residences is approved under two licenses, one of which includes 40 EALR beds and one of which includes 59 EALR beds. Staff is shared between the two EALR licensed programs, so that all staffing resources will be available to all 99 EALR residents. When at full capacity, the staffing plan in the ALR/EALR for each day includes two registered nurses Monday through Friday, Nine home health aides from 7 a.m. through 11 p.m. each day; six home health aides from 11 p.m. through 7 a.m. each day; one licensed practical nurse onsite twenty-four (24) hours a day; and at least one medication aide onsite twenty four (24) a day. Although the medication aides and Registered Nurses serve all residents in the community, they are available to meet the needs of the EALR residents.

Staff Education and Training, Work Experience, and Professional affiliations

Each one of the Residence's home health aides and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons retained in the Enhanced Assisted Living Residence. The training includes methods on assisting with mobility and, for our licensed staff, delivering the available nursing services, which are listed in section I. above. In-service training is done annually on direct care skills competencies and medication administration.

Environmental Modifications

Residents of the Enhanced Assisted Living Residence live throughout the facility. To protect resident safety, the entire facility is equipped with: an automatic sprinkler system, supervised smoke detection system, smoke corridors, an emergency call system in resident rooms and bathrooms, and handrails.

EXHIBIT I.A.1

IDENTIFICATION OF APARTMENT/ROOM

As of the date of Your admission, Your apartment/room will be _____,

A private or

Semi-private room (EP only)

Located in the:

Enriched Housing Program .

In the event that a room change is necessary, the Operator will reassign You to a like room, if available, for the same Rent. The Operator or the Operator's designee will assist You in moving Your items.

EXHIBIT I.A.2

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Resident's Name: _____

Apt. # _____

When not supplied by You, the Operator will provide You with the following household equipment:

Description of Item:

Provided by Operator
Yes No

Description of Item:	Yes	No
Microwave*		
Refrigerator/Freezer		
Bed/Headboard/Mattress		
Chair		
Table		
Lamp		
Dresser		
Nightstand		
Mirror		
Lockable Storage		
Pillow		
Pillowcase		
Two (2) sheets		
Blanket		
Bedspread		
Towels		
Washcloths		
Soap		
Toilet Paper		

EXHIBIT I.B

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 additional charges indicated.

Item:	Additional Charge:
Additional shelving for closets	\$50 to \$100
Circuit breaker power strip	\$12 each
Extra cable wiring	\$40 to \$75
Gliders for walkers	\$20 per pair
Monthly bed rental for private aide use	\$50 per month
Living room furniture rental	\$250 per month
Disposal of Resident's own furniture and personal belongings upon discharge	Up to \$1,500 depending upon the amount of items being disposed of.
Additional replacement keys (beyond those covered by the Room Key Deposit identified on Exhibit III.B): Apartment, postage or safe drawer.	\$1.50 to \$10 depending upon which key needs to be replaced.
Guest Meals: Breakfast/Lunch Dinner	\$15.00 per person \$20.00 per person
Beauty/Barber Salon services	Prices quoted in Salon
Ambulette Transportation	Prices as quote by ambulette service
Limousine charges beyond allowed trips & out of area	As quoted by M&V Limo Service
Emergency Pendant replacement or extra unit	\$200
Keys not returned upon discharge	\$50 deposit will not be returned
Books of stamps (available in administration)	\$5.50 for a book of 10
Aides meals	\$5 per meal
Monthly Telephone Charge International Calls	\$30/month flat rate (Local and National) Not included in monthly flat rate and will be itemized separately.

EXHIBIT I.C

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Gurwin Home Care Agency, a licensed home care services agency, provides licensed home care services.

EXHIBIT II.A

DISCLOSURE STATEMENT

Gurwin Jewish ~ Fay J. Lindner Residences, Inc. (“The Operator”) as operator of Gurwin Jewish Fay J. Lindner Residences (“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 has been provided together with this Exhibit.
2. The Operator is licensed by the New York State Department of Health to operate at 50 Hauppauge Road, Commack, New York 11725, 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 for up to 59 residents.

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

3. The owner of the real property upon which the Residence is located is Gurwin Jewish ~ Fay J. Lindner Residences, Inc. The mailing address of such real property owner is 50 Hauppauge Road, Commack, New York 11725.

The following individual is authorized to accept personal service on behalf of such real property owner: Administrator, 50 Hauppauge Road, Commack, New York 11725.

4. The Operator of the Residence is Gurwin Jewish ~ Fay J. Lindner Residences, Inc. The mailing address of the Operator is 50 Hauppauge Road, Commack, New York 11725.

The following individual is authorized to accept personal service on behalf of the Operator: Administrator, 50 Hauppauge Road, Commack, New York 11725.

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence.

None.

6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator.

None.

7. All Residents have the right to receive services from any provider authorized by law to provide such services, regardless of whether the Operator of this Residence has an arrangement with the provider, so long as these services are delivered in compliance with all applicable laws and regulations and can be coordinated with the Resident's other services.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Public Funds may be used for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services. However, the facility does not accept the amount covered by public funds as payment in full of its rate.
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 1-800-342-9871 to request an Ombudsman to advocate for the resident. 631-427-3700 ext. 273 is the Local LTCOP telephone number. The NYSLTCOP web site is <http://www.ltcombudsman.ny.gov>.

EXHIBIT II.B

CONSUMER INFORMATION GUIDE & RESIDENT'S GUIDE TO NEW YORK STATE DEPARTMENT OF HEALTH INSPECTIONS

The New York State-Department of Health Consumer Information Guide-Assisted Living Residence follows this Exhibit II.B.

- A Resident's Guide to New York State Department of Health Inspections Information Guide will be provided to upon execution of this agreement

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

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INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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

WHO OPERATES ALRs?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comparison of Types of ALRs

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

HOW TO CHOOSE AN ALR

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

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

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

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

Location: Is the residence close to family and friends?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

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

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

APPLYING TO AN ALR

The following are part of entering an ALR:

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

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

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

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

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

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

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

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

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

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

LICENSING AND OVERSIGHT

ALRs and other adult care facilities are licensed and inspected every 12 to 18 months by the New York State Department of Health. An ALR is required to follow rules and regulations and to renew its license every two years. For a list of licensed ALRs in NYS,

visit the Department of Health's website at www.nyhealth.gov/facilities/assisted_living/licensed_programs_residences.htm.

INFORMATION AND COMPLAINTS

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

Glossary of Terms Related to Guide

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

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

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

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

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

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

This is a Medicaid funded service for personal care services.

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

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

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

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

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

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

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

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

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

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

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



**State of New York
Department of
Health**

EXHIBIT II.C

IMPORTANT DISCLOSURES FOR ALL RESIDENTS

- _____ 1. I have received (1) Consumer Information Guide & (2) A Resident’s Guide to NYS Department of Health Inspections, both issued by the New York State Department of Health.
- _____ 2. I have received a written disclosure describing the Residence’s licensure and the availability of special needs and enhanced assisted living beds.
- _____ 3. I have received a written disclosure of the Residence’s discharge policy and criteria.
- _____ 4. I have received a written disclosure of ownership statement from the Residence.
- _____ 5. I understand that I may receive services from any service provider, regardless of whether that provider has an agreement with the Residence.
- _____ 6. I understand that I have a right to choose my own health care provider.
- _____ 7. I understand that public funds are available to persons who meet certain income limitations, for the payment of residential, supportive or home health services, but that this Residence’s mandatory basic daily rate may still exceed the assistance available, and therefore, public assistance alone may not be enough to cover the charges associated with remaining a resident in the Residence.
- _____ 8. I have been provided with the Department of Health’s toll free phone number, to whom I can direct any complaints.
- _____ 9. I have been informed of the availability of the local long term care ombudsman, and I have been provided with the ombudsman’s phone number.
- _____ 10. For Enhanced Assisted Living Residence Only: I have been informed that the Residence will make reasonable efforts to facilitate my ability to age in place, pursuant to an individualized service plan. I also understand that they may be a point at which my needs can no longer be safely or appropriately met at this Residence, and that, at that time, my transfer to a more appropriate facility will be required, in accordance with applicable law.

By signing this form, I agree that I understand the disclosures and that I have received all referenced materials.

Resident	_____	_____
	Signature	Date
Designated Representative	_____	_____
	Signature	Date
Legal Representative	_____	_____
	Signature	Date

EXHIBIT III.A.1

TIERED FEE ARRANGEMENTS

The Residence operates with a tiered fee arrangement, in which the amount of Your monthly rate depends upon the types of services provided. Your rate will be determined by the level of care to which You are assigned based on Your needs, as set forth in detail on Exhibit III.C. Any Services delivered by Private Pay Home Care Services Personnel shall not be included in determining the applicable tier of the resident's basic rate. Upon Termination of Private Pay Home Care Services, the resident's care level will be reevaluated.

EXHIBIT III.B

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

1) Supplemental Services:

These services are available through the Residence at the rates listed below.

Service	Rate
Transition Program Fee*	\$1,103.00/month
*Department of Health approved program – 6 hours daily in the Enriched Pathways (SNALR) Unit	

2) **Additional Fees**

These fees are applied where indicated and at the rate listed below.

Fee	Rate
Refundable Resident Room Key Deposit (Applied at the Time of Admission)	\$50
Second Occupant Fee (if applicable)	\$1,430/month
1:1 staffing	\$22/hour

3) Community Fee:

The community fee is 30 days' rent (30 x daily rate) that must be paid on or before the date of Your admission. The community fee is refundable in full if You terminate this Agreement within thirty (30) days of its effective date.

4) Deposit:

This is a one-time payment of \$1,000 that must be paid at the time of Your application to the Residence and will be applied to Your first month's rent after Your admission. The deposit is refundable only if You are not accepted for residency.

EXHIBIT III.C

RATE OR FEE SCHEDULE

Apartment Rental Rates	Daily Rate (Based on a 30 day month)	Monthly Rate (Based on a 30 day month)
Studio	\$181.50	\$5,445
One Bedroom	\$198.00	\$5,940
One Bedroom Plus	\$205.33	\$6,160
One Bedroom Deluxe	\$227.33	\$6,820
Two Bedroom ~ Two Bath	\$264.00	\$7,920
Two Bedroom ~ Two Bath Deluxe	\$278.67	\$8,360
Enriched Pathways ~ Private	\$275.00	\$8,250
Enriched Pathways ~ Shared	\$256.67	\$7,700
Additional Fees		
Second Occupant Fee	\$47.67	\$1,430
Community Fee	30 days rent (30 x daily rate)	
	<i>* Community Fee is a one-time fee that is only refundable within the first 30 days.</i>	
Care Level Packages	Daily Rate	Monthly Rate
Level 1 Package	\$11.03 - \$84.89	\$330.90 - \$2,546.70
Level 2 Package	\$11.03 - \$133.43	\$330.90 - \$4,002.90

Basic Package (minimum of 3.75 hours per week)	
1. Three Meals and Snacks Daily	
2. Laundry of Your Personal Washable Clothing Upon Your request, Your personal washable clothing will be laundered weekly. You are responsible for cleaning any clothing that requires dry cleaning or pressing.	
3. Housekeeping Vacuuming, trash collection and general housekeeping services will be provided on a weekly basis or as otherwise needed in keeping with Your needs.	
4. Activity Programming	
5. Case Management	
6. Personal Care Assistance	
Showers/Bathing	Assistance by Staff 1-2 times per week
Dressing and Grooming	Reminders and/or Prompting (Including Compression Hose, Shaving, Oral Care, Hair Care), Assistance with Layout/Selection of Clothing, buttons/zippers, shoes, and stockings
Toileting/Incontinence Care	Reminders and/or Prompting
7. Medication Assistance	
Self-Medication	Case Management and Periodic Assessments
Assistance with Medications	Assistance by staff up to one medication pass per day Medication ordering and refills
8. Medical Equipment	
Urinary Catheter Care Colostomy Care Oxygen, BiPAP/CPAP	Self-managed Supervision and/or Reminders
Nebulizers	Self-managed Supervision and/or Reminders <u>or</u> Assistance by staff for less than 2 weeks
Eye Drops, Ear Drops, Nasal Sprays, Inhalers	Self-managed Supervision and/or assistance by staff (greater than minimal assistance – EALR only).
9. Skilled Nursing (EALR Only)	

The Residence operates with a tiered fee arrangement, in which the amount of Your monthly rate depends upon the types of services provided. Your total monthly rate will be determined by the level of care to which You are assigned based on Your needs, as set forth below.

<u>Level One Package</u>	
1. Basic Rate Services as Listed Above (Items 1-5)	
2. Personal Care Assistance	
Showers/Bathing	Assistance by Staff 3-4 times per week
Dressing and Grooming	Assistance by Staff Assistance with Shaving, Oral Care, Hair Care
Feeding	Cueing or Encouragement with Eating
Toileting/Incontinence Care	Assistance by Staff (Including Standby Required for Safety), or Routine Toileting Schedule up to 4 times per day
3. Medication Assistance	
Self-Medication	Case Management and Periodic Assessments
Assistance with Medications	Assistance by staff up to three medication passes per day Medication ordering and refills
4. Assistance with Transfers and/or Ambulation	Standby Assistance of Staff for Safety, Requires Intermittent Cueing/Supervision and/or Physical Assist of One for Difficult Maneuvers (Physical assist-EALR Only)
5. Enhanced Supervision and Safety	
Safety Checks by Staff	Every 2 Hours
6. Medical Equipment	
Urinary Catheter Care	Assistance with Emptying, Cleaning, and Changing Drainage Bag
Colostomy Care	Assistance with Emptying, Cleaning, and Changing Drainage Bag
Oxygen, BiPAP/CPAP	Less than Continuous Use or at Bedtime Only

Nebulizers	Periodic Assistance by Staff with set-up and cleaning up to 2 times per day for >2 Weeks
7. Skilled Nursing (EALR Only)	
Periodic, On-going RN Assessment (EALR Only)	Assistance by RN Staff as Needed (i.e. Required for Medical Conditions such as CHF, COPD, or Brittle Diabetes, Frequent Changes in Medications such as Coumadin or diuretics, Refractory Pain Control, etc.)
Dressing Changes	Non-complicated Treatments Daily or Less Frequent for a Duration > than 2 weeks
Suppositories/Enemas (EALR Only)	Periodic (less than weekly) Assistance by Nursing Staff as Needed
RN Direction for PRN Medications (EALR Only)	Periodic Need (less than weekly) for RN Direction of PRN Medications

<u>Level Two Package</u>	
1. Basic Rate Services listed above (Items 1-5)	
2. Personal Care Assistance	
Showers/Bathing	Assistance by Staff > 4 times per week
Dressing and Grooming	Prolonged Assistance by Staff Required (>30 minutes per episode)
Toileting/Incontinence Care	Assistance by Staff for Unmanaged Incontinence (EALR Only) or Routine Toileting Schedule >4 times per day
Feeding	Physical Assistance with Feeding
3. Medication Assistance	
Self-Medication	Case Management and Periodic Assessments
Assistance with Medications	Assistance by staff with more than three medication passes per day Medication ordering and refills
4. Assistance with Transfers and/or Ambulation (EALR Only)	Physical Assistance of One Staff or Physical Assistance of 2 Staff for Imbalance and/or Safety for Short-term Situations (up to 3 months)

5. Enhanced Supervision and Safety	
Safety Checks by Staff	Every 1 Hour *If 1:1 staffing is required it will be charged at an hourly rate of \$22.00/hour
6. Medical Equipment	
Oxygen	Required Assistance by Staff for Continuous Use (EALR Only)
Nebulizers	Assistance by Staff with set-up and cleaning >2 times per day
7. Skilled Nursing (EALR Only)	
Periodic, On-going RN Assessment (EALR Only)	Assistance by RN Staff Weekly or More Frequently (i.e. Required for Medical Conditions such as CHF, COPD, or Brittle Diabetes, Frequent Changes in Medications such as Coumadin or diuretics, Refractory Pain Control, etc.)
Dressing Changes	Twice Daily or More for a Duration > 2 Weeks
Suppositories/Enemas (EALR Only)	Routine Assistance (weekly or more) by Nursing Staff as Needed
RN Direction for PRN Medications (EALR Only)	Frequent Need (weekly or more) for RN Direction of PRN Medications

Your Monthly Rate Summary

Housing Monthly Rate \$ _____ (Based Upon a 30 day month)

Care Monthly Rate (30 Day month)

(Check all that apply)

- \$0 - Basic Monthly Rate
- Level 1 Package
- Level 2 Package
- Enriched Pathways (SNALR) Level 2 Package

Additional Monthly Rate \$ _____

Your Total Monthly Rate: \$ _____

Your Move-In Cost Summary

This month's Total Monthly Rate prorated:	\$ _____.
Community Fee	\$ _____.
Refundable Resident Room Key Deposit	\$ _____.
Deposit (to be deducted from Your first	\$ _____.

month's rent)	
Total Move-In Cost	\$ _____

EXHIBIT IV

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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

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

EXHIBIT V

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

A New York State Department of Health Form, Adult Care Facility Inventory of Resident Property (DSS-3027), is attached for listing all of the Resident's property held by the Operator.

Please note: Items held by the facility are limited to small items only and held in the Administration Office Safe. Due to space constraints, the Operator cannot hold furniture or any other large items.

EXHIBIT VI

RULES OF THE RESIDENCE

The Rules of the Residence are set forth in the Resident Information Guidebook that follows this Exhibit VI and will be provided upon execution of this agreement.

EXHIBIT VII

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

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

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

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

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

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

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION

OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

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

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

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

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

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

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

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

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF A THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING RESIDENCE 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. IF THE RESIDENT HAS BEEN FOUND TO LACK CAPACITY TO EXERCISE THESE RIGHTS, AS FOUND BY A COURT OF COMPETENT JURISDICTION TO EXERCISE THESE RIGHTS, THE RIGHTS SHALL BE EXERCISED BY AN INDIVIDUAL, GUARDIAN, OR ENTITY LEGALLY AUTHORIZED TO REPRESENT THE RESIDENT;

EXHIBIT VIII

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

GRIEVANCE PROCEDURE

It is the right of all residents or their representatives to express grievances or complaints, or to make recommendations, in an atmosphere free from fear of reprisal and to receive an equitable resolution of grievances or complaints. Anyone may lodge a grievance or complaint, including the Resident Council. Residents may contact any of the following staff in Administration to discuss their grievances, complaints or recommendations:

Joel Gali	Administrator
Dina McDougald	Assistant Administrator
Jessica Nuzzi	Director of Resident Services
Stefanie Osborne	Director of Resident Relations
Victoria Leckner	Acting Director of Resident Engagement
Charlie Taney	Community Sales Manager
Edward Lucas	Director of Engineering/Housekeeping
Kristina Maier	Director of Food Services
Karyn Leto	Director of Enriched Pathways
Tina Bustamante	Business Sales Manager

1. All residents will be informed of the Grievance Procedure upon admission. If possible, a grievance or complaint should contain the name and an address of the person filling it and should briefly describe the issue. All grievances, complaints and recommendations will be kept confidential.
2. When a grievance or complaint is made to any of the staff name above, a timely resolution of the issue being raised may be expected. All issues will be investigated and assessed by the Administrator or his other designee. Except when extraordinary or emergency circumstances intervene, the resident shall receive a response to the grievance or complaint no later than ten (10) business days after lodging of same. Action which will be taken, or the reason why no action will be taken, will be communicated to the person making the grievance or complaint.
3. When a grievance or complaint is still not satisfactorily resolved, the complainant shall be advised in writing of the right to file the complaint with the appropriate local, State, or federal authorities.
4. Complaints, problems or issues reported by the Resident Council will be addressed by the Administrator or his designee. A written report will be given to the Resident Council in response to the issue raised by it.

EXHIBIT IX

PHOTO WAIVER

Photographs, Videos and Recordings

I hereby grant permission to Gurwin Jewish~ Fay J. Lindner Residences and its representatives to take photographs of me for marketing purposes.

I understand and agree that these images will become the property of Gurwin Jewish~ Fay J. Lindner Residences. I hereby irrevocably authorize Gurwin Jewish~ Fay J. Lindner Residences to edit, alter, copy, exhibit, publish or distribute these images for purposes of publicizing Gurwin Jewish~ Fay J. Lindner Residences in marketing communications (online, video or print) or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.

Additionally, I waive any right to royalties or other compensation arising or related to the use of these images. I hereby hold harmless and release and forever discharge Gurwin Jewish~ Fay J. Lindner Residences from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 21 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

(Signature)

(Date)

EXHIBIT X

PRIVATE PAY HOME CARE SERVICES PERSONALLY HIRED BY RESIDENT AND/OR RESIDENT REPRESENTATIVE

POLICY

It is the policy that all Private Pay Home Care Services Personnel follow all of the Community's Policies and Procedures.

“ Private Pay Home Care Services” refers to licensed home care services agencies (LHCSA) or certified home health agencies (CHHA) selected by a resident to provide personal or home health care services that will be privately paid for by the resident. Staff that provide Private Pay Home Care Services will be referred to in this policy as “PPHCS Personnel”.

Gurwin Jewish ~ Fay J. Lindner Residence will not bear any responsibility for care given or injuries resulting from care or actions of any PPHCS Personnel. The Resident, Resident Representative, or Responsible Party will be responsible for payment of all charges from Private Pay Home Care Services. Any Services delivered by PPHCS Personnel shall not be included in determining the applicable tier of the resident's basic rate.

PPHCS Personnel must practice within the scope of responsibility as defined by the New York State Department of Health.

Gurwin Jewish ~ Fay J. Lindner Residence retains sole responsibility for all supervisory and case management services.

PROCEDURE

All PPHCS Personnel and their Agency will review the following procedure and sign where indicated. A copy will be maintained in both the Community's and Resident's file.

1. PPHCS Personnel must be listed on the NYS Home Care Worker Registry and be employed by licensed LHCSA/CHHA that is authorized to provide services in Suffolk County.
2. Prior to the initiation of services, all PPHCS Personnel must attend and participate in an orientation regarding his/her role within the facility so that they may perform their specific duties in a safe and competent manner and in accordance with facility policy and procedures. This orientation will include a tour of the facility, educational (in-service) programs, as well as a review of their specific duties and responsibilities.
 - a. Upon completion of orientation, the PPHCS Personnel will sign an acknowledgement verifying attendance. The acknowledgement will be placed in both the Community's and Resident's file and will be retained for a period of not

less than eighteen (18) months, and will be made available to the Department upon request.

3. All PPHCS Personnel must sign-in and sign-out at the front desk of the Community in the Healthcare Provider sign in book every time they enter or exit the community. The sign-in log will be retained for a period of not less than eighteen (18) months and will be made available to the Department upon request.
4. All PPHCS Personnel will provide all relevant admission materials to both the resident and the Community to be maintained in the resident's record and provide the following information to Administration:
 - a. Full Name
 - b. Address
 - c. Photo Identification
 - d. Contact Information (including cell and home phone number and number of their Agency).
 - e. Contract information of the LHCSA/CHHA supervisor who will oversee care.
5. The Case Manager/Designee will provide PPHCS Personnel with a copy of the Community's policy for outside providers. PPHCS Personnel must sign an acknowledgement confirming their review and understanding of the policy and the acknowledgement will be retained in the Community's file for a period of not less than eighteen (18) months.
6. PPHCS Personnel is responsible to report at least weekly to the Case Manager/Designee regarding services delivered to the resident. The Case Manager will update PPHCS Personnel on any changes to the resident's care plan as determined by the Community's assessment of the resident. PPHCS Personnel is responsible to report resident's change of condition immediately to the Case Manager/Designee and to Home Health Agency (if appropriate) and may not wait for weekly meetings to report a change.
7. Resident/ Designated Representative is expected to notify the Case Manager of the need for replacement staff for PPHCS Personnel. If PPHCS Personnel is unable to provide services, the Community will provide the necessary services. If the resident/resident representative terminates his/her arrangement with the PPHCS Personnel, the Community will reevaluate the resident's care level. The resident's care level will be reevaluated again if and when the resident reengages PPHCS Personnel.
8. PPHCS Personnel may not provide assistance with or administration of medications.
9. The Community Staff (PCA/RCA/RN) will observe, on an ongoing basis, the resident and note any unmet needs or indices of improperly delivered services, and focus on any change in condition. The Community may not use PPHCS Personnel to perform this function.

10. All reports and communications of PPHCS Personnel will be maintained in the resident record, including anticipated hours and specific services provided and a copy of this signed addendum.
11. PPHCS Personnel will be provided by the Case Manager/ Designee with a copy of the Community's Disaster and Emergency procedures as well as a copy of the Resident's Bill of Rights.
12. The Community's Disaster and Emergency plan does not include PPHCS Personnel in determining how to provide assistance to the resident in exiting the building during an emergency.
13. The Community staffing will not be adjusted for or based upon the use of PPHCS Personnel.
14. Residents must meet all applicable retention standards to be retained at the Community. The use of PPHCS Personnel will not make a resident that fails to meet the retention standards appropriate for retention. PPHCS Personnel may continue to be utilized for residents who have exceeded the retention standards while persistent efforts are made by the Community to place the resident in a clinically appropriate setting.

By signing this addendum, as Private Pay Home Care Services Personnel, Resident or Resident Representative, I acknowledge that I have received The Community's policy regarding private pay home care services and that I have reviewed and understand that policy.

Private Pay Home Care Services Personnel Signature: _____ Date: _____

Resident/Resident's Representative Signature _____ Date: _____

NOTE: A copy of this signed policy will be sent to the supervisor identified by the PPHCS.

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