

**The Terrace at The Eddy Memorial**

**Assisted Living Residence**

**RESIDENCY AGREEMENT**

**RESIDENCY AGREEMENT**  
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## RESIDENCY AGREEMENT

**THIS AGREEMENT** is made between The *James A. Eddy Memorial Geriatric Center, Inc.* **d/b/a** The Terrace at The Eddy Memorial, 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 2256 Burdett Avenue, Troy, NY 12180 as an Assisted Living Residence (“The Residence”) known as The Terrace at The Eddy Memorial 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 69 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 \_\_\_\_\_ (Effective Date") 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.** Beginning on the Effective Date, You may occupy the apartment 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.
2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, library, dining

room, and The Club (activity) Room for at least ten (10) hours per day between the hours of 9:00 a.m. and 8:00 p.m. Resident access to general purpose rooms will not be restricted by any rules of the residence or facility policy.

3. **Furnishings/Appliances Provided By The Operator.** Attached as Exhibit I.A.3. and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your apartment.
4. **Furnishings/Appliances Provided by You .** Attached as Exhibit I.A.4. and made a part of this agreement is an inventory of furnishings, appliances and other items supplied by you in your apartment. Such Exhibit also contains any limitations or conditions concerning what type of appliances and electronics 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 nutritionally well-balanced meals per day and an evening snack is 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: No Additional Sodium (NAS); Low Concentrated Sweets; and Regular.

Food and Drink are available to You 24 hours per day, 7 days a week in the following way(s):

The facility will provide a variety of food and beverages, which will be available twenty-four (24) hours per day upon request and offered to residents throughout the day.

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, will be provided by the Operator when not supplied by the Resident; laundering of these items will occur weekly or as often as necessary.

5. **Laundry of Your Personal Washable clothing.** Laundering of your personal washable clothing at least once a week and more often as necessary. You are responsible for making arrangements to have cleaned any clothing that requires dry cleaning or pressing.
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law. Such supervision does not include one-on-one continuous supervision.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
8. **Personal Care.** Includes some assistance with bathing; grooming; dressing; toileting; medication acquisition, storage and disposal; assistance with self-administration of medication, as required by Your Individualized Service Plan and consistent with Exhibit III.A.2. Additional services including assistance with ambulation, transferring and certain skilled tasks are available to residents admitted to the EALR.
9. **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.

#### **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 services under an arrangement with the Operator, and a description of this licensure and certification status of each provider is set forth in Exhibit I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

## **II. Disclosure Statement**

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

## **III. Fees**

### **A. Basic Rate**

The Residence operates with a tiered fee arrangement, in which the amount of the Basic Rate depends on the types of services provided. As such, your total monthly basic rate (“Basic Rate” or “Total Monthly Basic Rate”) will be determined by the service package, as those packages are described in Exhibit III.A.1, to which you are assigned following the initial and then ongoing assessment of your care needs.

The Basic Rate will change immediately upon a change, either upward or downward, in the applicable service package. If the Basic Rate is adjusted for reasons other than a change in your service package, you will be given the notice required as set forth in Section III.E. The first month of Your Basic Rate is due prior to your move in. A summary of all Your fees is found in Exhibit III.A.2 and includes the total amount due prior to move-in.

You, Your Representative and Your Legal Representative agree that You (or other specified party) will pay, and Operator agrees to accept, Your regular payment of the Total Monthly Basic Rate in full satisfaction of the Housing Accommodations and Basic Services described above in Sections I.A. and I.B of this Agreement. Your Total Monthly Basic Rate is set forth on Exhibit III.A.2.

### **B. Supplemental, Additional and Community Fees**

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

A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident, as set forth in Section III.E.

A Community fee is a one-time fee that the Operator may 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. Information regarding the Community Fee is set forth in Exhibit III.B.

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

### **C. 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.

All payments are due on the fifteenth (15th) of each month. Payments received after the twentieth (20th) 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.

### **D. Adjustments to Basic Rate or Additional or Supplemental Fees**

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4, and 5 below. 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.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.
3. If You or Your Representative or Your Legal Representative agree in writing to a specific rate or fee increase through an amendment of this Agreement, due to the need for additional care, services, or supplies, the Operator may increase such rate or fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may increase the Basic Rate or any Additional or Supplementary Fee upon less than forty-five (45) days’ written notice.
5. In the event of any emergency which affects You, the Operator may assess

such additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

#### **E. Reservation of Apartment**

The Operator agrees to reserve the apartment identified in Exhibit I.A.1 in the event of Your absence. The charge for this reservation is Your Total Monthly Basic Rate (as shown on Exhibit III.A.2), prorated on a per diem basis. Your apartment will be reserved for as long as you continue to pay Your Total Monthly Basic Rate as shown on Exhibit II.A.2 and subject to this Section III.E. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve this space by providing the Operator with thirty (30) days' prior notice. If You choose to reserve a residential space, the then-current Total Monthly Basic Rate and terms of this Agreement will remain in effect until this Agreement is otherwise amended or terminated pursuant to Section XIII below.

If You are absent from your Apartment for medical reasons for more than fourteen (14) consecutive days, You will receive a credit toward Your Total Monthly Basic Rate for all charges within Your Total Monthly Basic Rate other than the fee for the Basic Services Package as identified on Exhibit III.A.1. This credit will begin on the fifteenth (15<sup>th</sup>) day of Your absence and will end when your medical condition allows You to return to the Residence. You will be required to pay the Total Monthly Basic Rate less the above described credit until such time as the Agreement is terminated pursuant to Section XIII of this Agreement.

#### **F. Apartment Changes**

In limited circumstances, the Operator may need to relocate You from your Apartment identified on Exhibit I.A.1 (“Original Apartment”) to another Apartment (“Substitute Apartment”), such as (1) to comply with any applicable law or any order of any court or governmental agency, (2) to renovate any portion of the building, or (3) to address an ongoing safety or health issue. If the Operator must relocate you to another Apartment, the Operator will make every reasonable effort to provide You with advance notice and a reasonably comparable apartment. If You agree to relocate to another apartment, no increase will be made to your then-current rate for Housing Accommodation and Basic Services (the “Monthly Rental Rate”), and the Operator will cover the costs associated with your relocation. Should your Original Apartment become available following your relocation, we will offer You the choice of remaining in the Substitute Apartment or returning to your Original Apartment. If upon this choice, You decide to remain in the Substitute Apartment and the Substitute Apartment has a higher or lower Monthly Rental Rate than your Original Apartment, You will be responsible for payment of the new Monthly Rental Rate.

A request by You for an apartment substitution may be granted at the Operator’s discretion. If You make such a request and You move to an apartment that has a higher or lower Monthly Rental Rate than your Apartment identified on Exhibit

I.A.1., You will be responsible for payment of the new Monthly Rental Rate. Further, if any apartment substitution is granted at your request, You will be responsible for all costs associated with your relocation.

#### **G. Second Person Occupancy**

A spouse, family member, friend, of any other individual of your choosing (the "Second Person") may occupy your Apartment with you. The Second Person must: (1) meet all requirements for admission, (2) sign a separate residency agreement, and (3) pay the Second Person Fee and applicable service package fee. If your Apartment is occupied by two residents and one resident later permanently vacates the Apartment, regardless of the reason, the remaining Resident's obligations under this Agreement shall continue in full legal force and effect, including required payment of his or her service package fee, and the remaining Resident will have the option of: (1) retaining the same Apartment at the single occupancy rate then in effect for the Apartment or (2) relocating to a single occupancy apartment, if available.

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

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after Your Discharge Date, 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 You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of items given to be transferred. Such listing is attached as Exhibit V and made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

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

If, upon admission or 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 VI of this Agreement.

## **VII. Fiduciary Responsibility**

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

## **VIII. Tipping**

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

## **IX. Personal Allowance Accounts**

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with You or Your Representative, contained in Exhibit VII.

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

You must complete the following:

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

If You have a signatory to 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 agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

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

- 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.** An operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.

- B. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
- C. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Service Plan.
- D. If you are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the “Enhanced Assisted Living Residence Addendum” will apply.
- E. If You are 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.
- F. Enhanced Assisted Living Care may be 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) require one or more of the skilled services outlined in Section IV of the Enhanced Assisted Living Residence Addendum.

The Enhanced Assisted Living Care available at this Residence is set forth in the “Enhanced Assisted Living Residence Addendum.”

G. 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 VIII 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.
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.

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 himself or herself.
2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.
3. Make the appropriate monthly 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 himself or herself.
  2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.
  3. Make the appropriate monthly 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 himself 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 Representative to the Operator of Your intention to terminate the agreement and leave the facility;
  3. Upon thirty (30) days' written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.
- B. The grounds upon which involuntary termination may occur are:

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

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

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

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

Both You and the Operator are free to seek any other judicial relief to which 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 30 days' notice or court review, for the following reasons:
  - 1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
  - 2. In the event that Your behavior poses an imminent risk of death or 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 transferred. 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 IX 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**

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 X and made a part of this agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organizations and to provide a written report to the Residents' organization that address the same.

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

## **XVII. Photo Waiver (Optional)**

It is the policy of the Operator to include your photo in your Medication Assistance Record. The Operator also seeks your consent to use your photograph in other Residence publications. The optional photo waiver is included in Exhibit XI.

## **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. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
- D. Waiver by the parties of any provision of this Agreement which is required by statute or regulation shall be null and void.

## **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)

## **THE TERRACE AT THE EDDY MEMORIAL GUARANTEE AGREEMENT (OPTIONAL)**

THIS GUARANTEE is given by \_\_\_\_\_(hereinafter "the Guarantor") to The Terrace at The Eddy Memorial, located at 2256 Burdett Avenue, Troy, NY 12180 (hereinafter, the "The Terrace"). This guarantee is optional unless in accordance with 10 NYCRR § 1001.8(f)(4)(xvii) The Terrace has reasonably determined, on a case by case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payment due under the residency agreement.

On behalf of \_\_\_\_\_, ("the Resident"), I am providing The Terrace with the following guarantee:

If Resident fails to make any payment(s) of the monthly rate, additional charges, fees or assessments due under the terms of the Admission/Residency Agreement, upon written request by The Terrace, I will promptly and fully make such payment(s).

This Guarantee Agreement is based on the understanding that Guarantorship will be in effect \_\_\_\_\_, as long as \_\_\_\_\_ meets retention criteria of our licensing and/or as long as the family chooses for him/her to remain a Resident of The Terrace.

In witness whereof Guarantor has duly signed this guarantee on the date stated below.

N/A

Guarantor

Date

State of New York

)

)ss:

County of Rensselaer

)

On the \_\_\_ day of \_\_\_\_\_ the year of \_\_\_\_\_ before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**EXHIBIT I.A.1**

**IDENTIFICATION OF APARTMENT**

As of the date of Your admission, Your apartment will be \_\_\_\_\_.

The Community will provide You with a (circle one) single/double occupancy Apartment.

### EXHIBIT I.A.3

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

When not supplied by You, the Operator will provide You with the minimum household equipment listed below.

Check all those that will be furnished by the Operator:

<input type="checkbox"/> A standard, single bed in good repair	<input type="checkbox"/> Sheets (2)
<input type="checkbox"/> Chair	<input type="checkbox"/> Blanket
<input type="checkbox"/> Lamp	<input type="checkbox"/> Bedspread
<input type="checkbox"/> Dresser and closet space	<input type="checkbox"/> Towels
<input type="checkbox"/> Table	<input type="checkbox"/> Washcloths
<input type="checkbox"/> Dishes	<input type="checkbox"/> Soap
<input type="checkbox"/> Glasses	<input type="checkbox"/> Toilet Tissue
<input type="checkbox"/> Utensils	<input type="checkbox"/> Microwave, if desired. Complete
<input type="checkbox"/> Pillow	Microwave Oven Form
<input type="checkbox"/> Pillowcase	

## EXHIBIT I.A.4

### **FURNISHINGS/APPLIANCES PROVIDED BY YOU**

Residents are allowed to bring the items below.

Check all those that will be furnished by You.

- Bed
- Chair
- Lamp
- Dresser
- Table
- Dishes
- Glasses
- Utensils
- Pillow
- Pillowcase
- Sheets (2)
- Blanket
- Bedspread
- Towels

- Washcloths
- Soap
- Wastebasket
- Couch
- Easy Chair
- Shower Curtain
- Microwave
- Other: \_\_\_\_\_

## EXHIBIT I.C

### **ADDITIONAL SERVICES, SUPPLIES OR AMENITIES**

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

<b>Item:</b>	<b>Additional Charge:</b>	<b>Provided By:</b>
Cable	Included in monthly service fee	Operator
Commissary Goods	Market Rate	Operator
Extraordinary Activities Supplies	Market Rate	Operator
Special Cultural Events	Market Rate	Operator
Transportation -- Medical	Included as per policy	Operator
Transportation -- Recreational	Included as per policy	Operator
Private One on One Care/Supervision	Prevailing rates according to agency engaged to provide 1:1	Agency engaged by resident
Respite Furniture - -applies only to respite residents	No charge	Operator
Transportation Aide Services	\$15.00 Per hour for attendant	Operator
Copies	.05 Each	Operator
Faxes	.10 per page	Operator
Key Duplication	\$2.00 each	Operator
Telephone	Included in monthly service fee	Operator

\* The Operator will provide transportation to medical appointments that are not covered by Medicare, Medicaid or third party insurance. Residents should inform the Operator of their coverage so that the Operator may assist residents in obtaining their transportation benefits.

**EXHIBIT I.D**

**LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

At this time there are no providers offering home care or personal care services under any arrangement with the Operator. The Residence, however, will make every effort to assist you in obtaining appropriate home care services if You so desire.

**EXHIBIT II**

**DISCLOSURE STATEMENT**

The James A. Eddy Memorial Geriatric Center, Inc. (“The Operator”) as operator of The Terrace at The Eddy Memorial (“The Residence”), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is included as Exhibit XII and has been provided together with this Exhibit II.
2. The Operator is licensed by the New York State Department of Health to operate at 2256 Burdett Avenue, Troy, NY 12180 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 69 residents. This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Enhanced Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

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

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living unit (or program). If, however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State’s regulatory requirements.

If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your (room, unit, apartment) within the Residence.

3. The owner of the real property upon which the Residence is located is The James A. Eddy Memorial Geriatric Center, Inc. The mailing address of such real property owner is 2256 Burdett Ave, Troy NY 12180.

The following individual is authorized to accept personal service on behalf of such real property owner:

- Robert Swidler, Vice President, Legal Services.  
315 S. Manning Blvd  
Albany, NY 12208

4. The Operator of the Residence is The James A. Eddy Memorial Geriatric Center, Inc.. The mailing address of the Operator is 2256 Burdett Avenue, Troy, NY 12180.

The following individual is authorized to accept personal service on behalf of such real property owner: Administrator, The Terrace at The Eddy Memorial, 2256 Burdett Avenue, Troy, NY 12180.

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.

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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.

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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 is 1-866-893-6772.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. 518-372-5667 is the Local LTCOP telephone number. The NYSLTCOP web site is <http://www.ltcombudsman.ny.gov>.

### EXHIBIT III.A.1

#### RATE SCHEDULE & SERVICE PACKAGES

The personal care needs of the resident are evaluated by an assessment by a licensed nurse, in consultation with the resident's physician, prior to move-in, whenever there are significant changes in a resident's needs, upon a physician's request and no less than every 12 months thereafter. If you require services beyond the basic personal care package level, You will be placed in the appropriate Tier for your Level of Care and you will be required to pay the associated additional monthly fee You must be in EALR to receive EALR services.

**Rate Schedule**

<b>Room Floor Plan</b>	<b>Housing Accommodations</b>	<b>Basic Package</b>	<b>Expanded Package</b>	<b>Comprehensive Package</b>
<b>The Birch</b>	\$5,312.00	\$5,312.00	\$7,007.00	\$7,991.00
<b>The Maple</b>	\$5,312.00	\$5,312.00	\$7,007.00	\$7,991.00
<b>The Balsam</b>	\$5,651.00	\$5,651.00	\$7,347.00	\$8,330.00
<b>The Willow</b>	\$5,651.00	\$5,651.00	\$7,347.00	\$8,330.00
<b>The Spruce</b>	\$5,651.00	\$5,651.00	\$7,347.00	\$8,330.00
<b>The Oak</b>	\$7,233.00	\$7,233.00	\$8,929.00	\$9,912.00
<b>2<sup>nd</sup> Person Fee*</b>	\$2,034.00	\$2,034.00	\$3,730.00	\$4,713.00

Rate Schedule varies year to year. Please see attached price sheet provided by The Terrace at Eddy Memorial.

\* The 2<sup>nd</sup> Person Fee is the amount assessed to a spouse, family member, friend or any other individual of the resident's choosing, who, having met the requirements for admission, occupies the Apartment with the resident, subject to the provisions set forth in Section III.G.

## Description of Service Packages

<b>Basic Services Package</b>	
<b>1. Three Meals and Snacks Daily</b>	
<b>2. Laundry</b>	
<b>3. Housekeeping</b>	
<b>4. Activity Programming</b>	
<b>5. Case Management</b>	
<b>6. Personal Care Assistance</b>	
Showers/Bathing	Independent or Minimal Assistance from Staff
Dressing and Grooming	Reminders (Including Shaving, Oral Care, Hair Care, Selection & Layout of Clothing)
Toileting/Incontinence Care	Independent
<b>7. Medication Management</b>	
Self-Medication	Periodic Assessments
Assistance with medications	medication acquisition, storage and disposal, assistance with self-administration of medication;
Treatment (intact skin only). Includes compression hose, topical medications & lotions	Independent or Cueing or minimal Assistance by Staff
Eye Drops, Ear Drops, Nasal Sprays, Inhalers, etc.	Independent or Cueing or minimal Assistance by Staff
Glucose Finger Stick Testing	Independent or cueing
Injections	Independent or minimal Assistance or reminders by a Nurse
<b>8. Supervision and Safety</b>	
Safety Checks by Staff	Independent or Checks by Staff once per shift
<b>9. Medical Equipment</b>	
Urinary Catheter Care (Foley, Condom, Suprapubic)	Independent or Reminders
Urostomy/Colostomy Care	Independent or Reminders
Oxygen, BiPAP/CPAP	Independent or Reminders
Nebulizer	Assistance by staff for less than 2 weeks
<b>10. Nursing Services</b>	
RN Assessment	Assistance by RN as dictated by a resident's needs ("As needed") no less than semi-annually (i.e. Required for Medical Conditions such as CHF, COPD, or Brittle Diabetes, Frequent Changes in Medications, Refractory Pain Control, Monitoring of Condition with Physician Reporting and Need for Therapeutic Adjustment, etc.)
Simple Dressing Changes	Treatments short-term (less than two weeks).

<b>Expanded Services Package</b>	
<b>1. Includes items 1- 9 in the Basic Services Package</b>	
<b>6. Personal Care Assistance</b>	
Showers/Bathing	Assistance by staff
Dressing and Grooming	Minimal physical assistance with resident participation (Includes Shaving, Oral Care, Hair Care, Layout/Selection of Clothing)
Toileting/Incontinence Care	Periodic Reminders and/or Prompting
<b>7. Assistance with Transfers and/or Ambulation</b>	
Assistance with Transfers and/or Ambulation	Cueing/Supervision, or Intermittent/Short Term (up to 1 month) Standby or Physical Assistance of Staff for Safety, (Need to be able to call for staff & wait for assistance.
<b>8. Medication Management</b>	
Assistance with Medications & Treatment (intact skin only). Includes compression hose, topical medications & lotions	Assistance by staff up to 3 times per day.
Assistance with Eye Drops, Ear Drops, Nasal Sprays, Inhalers, etc. (EALR Only)	Assistance by staff up to 3 times per day
Glucose Finger Stick Testing (EALR Only)	Cuing or Assistance by nursing Staff (Assistance-EALR Only)
Injections (EALR only)	Assistance by Nurse
Suppositories/Enemas	Periodic Assistance (less than weekly) by Nursing Staff as Needed
RN Direction for (vs. Resident-directed) PRN Medications (EALR Only)	Periodic Need (less than weekly) for RN Direction of PRN Medications
<b>9. Expanded Supervision and Safety</b>	
Safety Checks by Staff	More than Once per Shift up to Every 2 Hours
<b>10. Medical Equipment (EALR Only)</b>	
Urinary Catheter Care (Foley, Condom, Suprapubic)	Assistance with Emptying, Cleaning and Changing Drainage Bag
Urostomy/Colostomy Care	Assistance with Emptying, Cleaning, and Changing Drainage Bag
Oxygen, BiPAP/CPAP	Less than Continuous Use or Bedtime Only
Nebulizers	Periodic Assistance by Staff with set-up and cleaning up to 2 times per day for >2 weeks
<b>11. Nursing Services (EALR Only)</b>	
Periodic, On-going RN Assessment	Assistance by RN Staff as dictated by the Resident's needs ("As Needed") no less than quarterly (i.e. Required for Medical Conditions such as CHF, COPD, or Brittle Diabetes, Frequent

Simple Dressing Changes	Changes in Medications, Refractory Pain Control, Monitoring of Condition with Physician Reporting and Need for Therapeutic Adjustment, etc.) Treatments twice daily or more for a duration of less than two weeks.
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<b><u>Comprehensive Services Package</u></b>	
<b>1. Includes items 1- 9 in the Basic Services Package</b>	
<b>6. Personal Care Assistance</b>	
Showers/Bathing	Moderate Assistance by Staff
Dressing and Grooming	Full physical assistance with minimal resident participation (Includes Shaving, Oral Care, Hair Care, Layout/Selection of Clothing)
Toileting/Incontinence Care	Assistance by Staff (Including Standby Required for Safety or Full Toileting Assistance), or Routine Toileting Schedule
<b>7. Assistance with Transfers and/or Ambulation (EALR Only)</b>	
Assistance with Transfers and/or Ambulation	Physical Assistance of 1 Staff or Physical Assistance of 2 Staff for Transfers, Imbalance and/or Safety. (up to 1 month)
<b>8. Medication Assistance</b>	
Assistance with Eye Drops, Ear Drops, Nasal Sprays, Inhalers, etc. (EALR Only)	Assistance with or administration by nursing staff (EALR Only)
Glucose Finger Stick Testing (EALR Only)	Assistance by Nursing Staff
Injections (EALR Only)	Assistance or administration by a Nurse
Suppositories/Enemas (EALR) Only	Routine Assistance (weekly or more) by Nursing Staff as needed
RN Direction for (vs. Resident-directed) PRN Medications (EALR Only)	Frequent Need (weekly or more) for RN Direction of PRN Medications.
<b>9. Comprehensive Supervision and Safety</b>	
Safety Checks by Staff(for short term situations or where resident has been determined to be no longer appropriate for the facility and is awaiting transfer)	Every 1 Hour *If 1:1 staffing is required, it will be charged at the rate according to agency engaged to provide 1:1.
<b>10. Medical Equipment (EALR)</b>	
Oxygen	Continuous Use and Required Assistance by Staff
Nebulizers	Assistance by Staff with Set-Up and Cleaning $\geq 2$ times per day
<b>11. Nursing Services (EALR Only)</b>	

Frequent, 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, Refractory Pain Control, Monitoring of Condition with Physician Reporting and Need for Therapeutic Adjustment, etc.)
Dressing Changes	Twice Daily or more for a duration of less than two weeks

## EXHIBIT III.A.2

### COST SUMMARY

#### Housing Accommodation Fee:

<input type="checkbox"/>	Birch -studio 345 sq. ft.	\$5,312.00
<input type="checkbox"/>	Maple – studio 340 sq. ft.	\$5,312.00
<input type="checkbox"/>	Balsam – studio 405 sq. ft.	\$5,651.00
<input type="checkbox"/>	Willow – studio 415 sq. ft.	\$5,651.00
<input type="checkbox"/>	Spruce – studio 400 sq. ft.	\$5,651.00
<input type="checkbox"/>	Oak – one bedroom 860 sq. ft.	\$7,233.00
<input type="checkbox"/>	Second Person Fee	\$2034.00

The 2<sup>nd</sup> Person Fee is the amount assessed to a spouse, family member, friend or any other individual of the resident's choosing, who, having met the requirements for admission, occupies the Apartment with the resident, subject to the provisions set forth in Section III.G.

**Housing Accommodation Monthly Rate \$ \_\_\_\_\_**

#### Service Package Fee:

*See Exhibit II.A.1 for descriptions. Check one:*

<input type="checkbox"/>	Basic Service Package	\$0/Mo
<input type="checkbox"/>	Extended Service Package	\$1615.00/Mo
<input type="checkbox"/>	Comprehensive Service Package	\$2551/Mo

**Monthly Rate**

**Your Total Monthly Basic Rate:\$ \_\_\_\_\_**

*\*Due the fifteenth of each month*

#### Move-In Cost Summary

This month's Financial Obligation Prorated (Day's left in Move-In Month X \$ _____.____/month of the Total Monthly Basic Rate)	\$ _____.____
<b>Total Move-In Cost</b>	

**EXHIBIT III.B**

**COMMUNITY FEES**

The residence does not charge a community fee.

## EXHIBIT V

### **TRANSFER OF FUNDS OR PROPERTY TO OPERATOR**

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

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

## EXHIBIT VI

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

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.

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

**Adult Care Facility Inventory of Resident Property**

FACILITY NAME: \_\_\_\_\_ OPERATING CERTIFICATE NUMBER: \_\_\_\_\_

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

## EXHIBIT VII

### STATEMENT OF OFFERING PERSONAL ALLOWANCE ACCOUNT

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

### Adult Care Facility Statement Offering Personal Allowance Account

FACILITY NAME: \_\_\_\_\_ OPERATING CERTIFICATE NUMBER: \_\_\_\_\_

#### For Supplemental Security Income (SSI) and Safety Net Assistance (SNA) Recipients

I understand that New York State Department of Health (NYS DOH) Regulations provide me, as an SSI or SNA recipient, with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator cannot accept my personal allowance to pay for supplies and services that the operator is required to provide by law, regulation, or admission agreement. In addition, my personal allowance may not be used to pay the operator for any services for which payment is available under Medicare, Medicaid, or third party coverage.

I understand that the operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal allowance funds.

I understand that if I or my representative choose a facility maintained personal allowance account, the NYS DOH Regulations require the operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account); show or give me upon request, or at least every three months, a summary of my account which includes my current balance and informs me of any other important facts about my account.

I understand that I do not have to put my funds in a facility maintained account.

I understand that I may close my facility maintained account at any time and have my funds returned to me.

I understand there are legal protections for my funds and account.

I understand that I may ask the NYS DOH or legal/advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

#### Check one of the following boxes:

I authorize the operator to establish a facility maintained personal allowance account.

I do not authorize the operator to establish a facility maintained personal allowance account.

As representative for \_\_\_\_\_, I agree to comply with the personal allowance requirements set forth above.  
 I do  I do not authorize the operator to establish a facility maintained personal allowance account.

I am not an SSI or SNA recipient. However, the operator has offered to maintain a personal fund account for me.  
I hereby authorize such an account.

Signature of Resident \_\_\_\_\_ Date \_\_\_\_\_

Signature of Resident Representative \_\_\_\_\_ Date \_\_\_\_\_

Signature of Operator or Designee \_\_\_\_\_ Date \_\_\_\_\_

## **EXHIBIT VIII**

### **RULES OF THE RESIDENCE**

The following guidelines have been established for the benefit of all residents of The Terrace at the Eddy Memorial (“The Terrace”).

1. The Terrace will contact the Resident's primary care physician, or a qualified alternate, for all physical, mental, and behavioral changes. The facility staff will carry out all orders obtained from the physician.
2. Effective January 1, 2007, The Terrace is Tobacco-Free. Use of any tobacco product, including but not limited to, cigarettes, cigars, chewing tobacco, pipe smoking, snuff, and e-cigarettes or vaporizers is not permitted inside or outside of the building or anywhere on the Eddy Memorial property.
3. Televisions and radios may be used at any time, providing the volume is controlled and it is not disturbing to other residents.
4. Food may be kept in apartment if it is in a covered container.
5. Residents are free to decorate their apartment with pictures, plants, etc. However, anything that is to be attached to the wall or ceiling must be installed by maintenance staff at no additional cost to the resident.
6. Residents are encouraged not to keep large sums of money in their apartments. Resident accounts, including personal allowance accounts, may be opened and transactions may be made with the Receptionist Monday through Friday 8:00am to 3:30pm and weekends 9:00am to 3:00pm.
7. The Terrace is not responsible for any personal items lost, stolen or damaged. In the event that any personal items are lost, stolen or damaged through the negligence of staff, The Terrace will conduct a thorough investigation, the results of which will be communicated to the resident.
8. Tips and gratuities to individual staff members are not allowed.
9. Only approved, small, electrical appliances (e.g., radio, television, clock, coffee makers, standard toasters, microwaves, fans) will be allowed in resident apartments. All electrical items are required to be checked by the maintenance department as a safety precaution. Extension cords are not acceptable.

10. Residents are NOT ALLOWED to bring the items below:

- Incense or Candles
- Extension cords
- Outlet adapters and 2, 3, or 4 way plugs
- Potpourri burners
- Frayed cords
- Large refrigerators
- Air conditioners not approved by the Operator
- Installation or alteration of electrical equipment is prohibited
- Antennas that extend outside room windows or be attached to the outside of building
- Door stops or wedges
- Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Stern-o Cans
- Fire arms/weapons of any type/ammunition
- Fire works
- Grills or cooking appliances of any type
- Toaster ovens
- Griddles
- Crock Pots and Instant Pots
- Curtains made from material that is not a fire retardant material
- Rugs without non-skid backing
- Gasoline powered equipment
- Heating units (space heater)
- Kerosene or Oil Lamps
- Sun lamps
- Heating elements (immersion type)
- Illegal Narcotics or other unlawful items
- Lamps without proper shades
- Waterbeds/water mattress

11. Residents are not allowed to keep a pet. Please direct any questions to the Terrace Director.

12. When a resident leaves The Terrace, it is required that they sign out at the register located at the reception desk and sign in upon return. Resident must also inform Care Staff of their absence in case there is a need for medications to be sent with family.

13. Visiting hours are flexible at The Terrace. However the doors are locked and alarmed from 8pm until 7am. There is a courtesy phone in the foyer and at the reception desk, please dial 'O' for assistance during these hours.

14. Please bring any suggestions, concerns, and complaints to the attention of the Terrace Administrator.

## EXHIBIT IX

### **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; AND

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

A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF 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-STADED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

## EXHIBIT X

### **OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS**

#### **PURPOSE:**

The Terrace at The Eddy Memorial will provide a method to promptly deal with complaints and recommendations made by residents, their next of kin and/or their designated representatives.

The purpose of this policy is to bring complaints and recommendations promptly to the attention of one individual who will be responsible for addressing and providing an explanation to the resident when a complaint cannot be fully resolved.

#### **PROCEDURE:**

1. This procedure will be explained in full to each resident, their relatives and/or designated representative on admission.
2. All Direct Care Staff and other appropriate personnel will be advised of this policy to enable them to assist residents, next of kin or designated representatives in making a complaint or recommendation.
3. Complaints that cannot be addressed by the Direct Care staff on the unit where the resident resides may be brought to the attention of the following: Terrace Administrator or LPN on staff.
4. The Terrace Administrator is the person responsible for addressing complaints.
5. Residents' family members and visitors who wish to make a complaint can obtain a Grievance/Suggestion Form available at the Communication Center. These forms are available at all times and without asking. If you wish to bring your concern to us confidentially, you should place them in the suggestion box located in the communication center. The confidential concerns will be addressed within five (5) business days. Personal meetings will be scheduled with the Terrace Administrator, as necessary, to discuss and resolve confidential concerns.
6. The Terrace Administrator will advise the Executive Director of all complaints.
7. A written response will be made to the resident, next of kin or designated representative within fifteen (15) days of receipt of when the complaint/recommendation was received.
8. The written response will contain the action taken or the reason why no action was taken.
9. A copy of all written responses will be sent to the Executive Director. Where the response is not in writing, a written summary of the action taken in outcome will be forwarded to the Vice President/Executive Director.

10. All Anonymous complaints will be discussed at monthly town meetings. Resolutions will be presented at this forum.
11. Annually, the Director of Resident Services will review and evaluate the effectiveness of this procedure.

**RESPONSIBILITY:**

1. The Terrace Administrator or designee is responsible to make this procedure known to the resident and/or designated representative on admission to the facility.
2. All Direct Care Staff are responsible to know the procedure and to assist a resident, family member or designated representative who wishes to make a complaint or recommendation.
3. The Terrace Administrator is responsible for hearing the complaints, reviewing them with the Director, and responding to them within fifteen (15) days.
4. The Executive Director is responsible for addressing complaints not resolved through the above procedure.

**ATTACHMENT:**

Resident Complaint/Recommendation Report

# THE TERRACE AT THE EDDY MEMORIAL Complaint and Recommendation Report

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Complaint/Recommendation Initiated by: \_\_\_\_\_

If next of kin, or designated representative:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**COMPLAINT OR RECOMMENDATION:**

SIGNED (by person completing report):

\*\*\*\*\*

FORWARDED TO TERRACE ADMINISTRATOR (Date): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

REVIEWED BY EXEC. DIR. (Date): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**OUTCOME:** \_\_\_\_\_

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**EXHIBIT XI**  
**PHOTO WAIVER (OPTIONAL)**

**CONSENT FOR PHOTOGRAPHY FOR PUBLICITY USE**

I do hereby consent to the photographing, videotaping and/or use of my identity in association with any production, media or news events for The Terrace at The Eddy Memorial. I understand that my likeness and/or my story may be used in publications, press materials, website, or advertising produced for St. Peter's Health Partners, The Eddy, or any of its affiliates.

I further release this organization, its officers, employees, agents, and members, from any liability, claims, or causes of action, including any violations of privacy or other claims in connection with the above stated purpose(s).

Print Resident Name:

Address: 2256 Burdett Avenue, Apt , Troy, NY 12180

Telephone Number: 518-

ACCEPT       DECLINE

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Signature

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Date

## **EXHIBIT XII**

### **CONSUMER INFORMATION GUIDE**

#### **CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENT**

From <https://www.health.ny.gov/publications/1505.pdf>

#### **INTRODUCTION**

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

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

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

More information about senior living choices is available on the New York State Office for the Aging website at [www.aging.ny.gov/ResourceGuide/Housing.cfm](http://www.aging.ny.gov/ResourceGuide/Housing.cfm). A glossary for definitions of terms and acronyms used in this guide is provided in this guide.

#### **WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?**

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

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

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

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

## **WHO OPERATES ALRs?**

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

## **PAYING FOR AN ALR**

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

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

## **TYPES OF ALRs AND RESIDENT QUALIFICATIONS**

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

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

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

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

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

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

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

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

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

- a) The resident hires 24-hour appropriate nursing and medical care to meet their needs;
- b) The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR;
- c) The operator agrees to provide services or arrange for services and is willing to coordinate care; and
- d) The resident agrees with the plan.

**Special Needs ALR (SNALR):** Some ALRs may also be certified to serve people with special needs, for example Alzheimer's disease or other types of dementia. Special Needs ALRs have submitted plans for specialized services, environmental features, and staffing levels that have been approved by the New York State Department of Health. The services offered by these homes are tailored to the unique needs of the people they serve. Sometimes people with dementia may not need the more specialized services required in a Special Needs ALR, however, if the degree of dementia requires that the person be in a secured environment, or services must be highly specialized to address their needs, they may need the services and environmental features only available in a Special Needs ALR. The individual's physician and/or representative and ALR staff can help the person decide the right level of services.

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

her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

***Comparison of Types of ALRs***

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

## 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 there 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.

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

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

***Financial Information:*** Ask what types of financial documents are needed (bank statements, long term care insurance policies, etc.). Decide how much financing is needed in order to qualify

to live in the ALR. Does the residence require a deposit or fee before moving in? Is the fee refundable, and, if so, what are the conditions for the refund?

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

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

## **LICENSING AND OVERSIGHT**

ALRs and other adult care facilities are licensed and inspected every 12 to 18 months by the New York State Department of Health. An ALR is required to follow rules and regulations and to renew its license every two years. For a list of licensed ALRs in NYS, visit the Department of Health's website at [www.nyhealth.gov/facilities/assisted\\_living/licensed\\_programs\\_residences.htm](http://www.nyhealth.gov/facilities/assisted_living/licensed_programs_residences.htm).

## **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 this 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 (IADLs):** 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.

**THE TERRACE AT THE EDDY MEMORIAL  
ENHANCED ASSISTED LIVING RESIDENCE  
ADDENDUM TO RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between James A. Eddy Memorial Geriatric Center, Inc. (the “Operator”), \_\_\_\_\_ the “Resident or You”), (the “Resident’s Representative”), and \_\_\_\_\_ the “Resident’s Legal Representative”). Such Residency Agreement is dated \_\_\_\_\_.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with 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 The Terrace at The Eddy Memorial, located at 2256 Burdett Avenue, Troy, NY 12180.

**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.

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

Services to be provided in the EALR include:

- a. Physical assistance with mobility/ambulation to residents who chronically require the assistance of another person to: (1) walk; and/or (2) climb or descend stairs;
- b. Assistance with medical equipment including oxygen equipment, nebulizers, and glucometers; and
- c. Nursing services, including:
  - i. RN assessment, as needed.
  - ii. Medication administration including eye drops, ear drops, nasal sprays and inhalers and oral PRN medications;
  - iii. Routine skin care (the application of lotions and ointments);
  - iv. Dry to dry dressing changes and wound care;
  - v. Injections;
  - vi. Urinary Catheter Care including removal, changing and emptying bag; and observation;
  - vii. Colostomy/Urostomy care assistance with emptying, cleaning or changing bags;
  - viii. Oxygen, CPAP/BiPAP;
  - ix. Nebulizers/Medications/Treatments;
  - x. Rectal suppositories and enemas; and
  - xi. Blood Glucose Testing.
- d. Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to preform and carry out the tasks that the

resident requires. When at capacity, the staffing plan for the EALR will include the equivalent of at least two direct care aides available to residents of the EALR program per shift. The staffing plan will be adjusted to meet the acuity needs and census of residents enrolled in the enhanced program. The community is staffed with one full time RN (40 hours per week), and at least one LPNs 16 hours per day.

- e. A resident of enhanced assisted living may receive services provided by staff directly employed by the enhanced assisted living residence or by a licensed home care agency.
- f. James A. Eddy Memorial Geriatric Center, Inc. will provide services including, but not be limited to:
  - i. Unskilled assessment and evaluations;
  - ii. Monitoring and supervision;
  - iii. Personal Care;
  - iv. Medication management.
- g. Enhanced Assisted Living Residents will reside throughout the Community. The entire facility is fully equipped with all of the necessary safety devices to protect the health, safety, and welfare of the persons in the Residence, including an automatic sprinkler system, a supervised smoke detection system, a fire protection system, handrails, and a centralized emergency call system.

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)*

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