

Longview, An Ithacare Community
Assisted Living Residence
“Respite” Agreement

A temporary residency admission agreement



Longview
an Ithacare Community

Approved for Use: August 2012

Word: Admin/NYS Health Dept/Respite: Temporary Residential Care Admission Agreement Aug 2012 – Pricing Updated 1.7.16 –
DOH updated 2.2.16

as described in Section II.B and the level of direct care services as determined and as described in Exhibit III of this agreement. The combination of the costs of the Basic Services and the level of direct care services needed is the Daily Rate and as of the date of this agreement is (\$_____per day), **to be paid in full prior** to taking occupancy.

Resident's
Initials Here

A Resident who stays at Longview (as a respite admission) may stay a maximum of six weeks in any one-year period **per New York State Department of Health Regulations.**

II. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of your discharge, but in no case more than three business days after you leave the residence, the Operator must provide You, your Resident or Legal Representative or any person designated by you with a final written statement of your payment and personal allowance accounts at the residence. Upon termination of this agreement, if the Resident's property is not removed, personal property may be stored by the Operator. The Operator will charge you a storage fee equal to a per diem of the monthly rate.

The Operator must also return at the time of your discharge, but in no case more than three business days, any of your money or property which comes into the possession of the Operator after your discharge. The Operator must refund on the basic or a per diem proration any advance payment(s) which you have made. If you die, the Operator must turn over your property to the legally authorized Representative of your estate. If you die without a will and the whereabouts of your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the county wherein your residence is located in order to determine dispersal of the property of your estate.

A. Housing Accommodations and Services

1. **Your Living Unit.** You may occupy and use a living unit identified as

room____, subject to the terms of this Agreement.

2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms and outdoor space at the residence such as lounges, meeting rooms, auditorium, library, recreation area, greenhouse, pavilion, fitness center, pool, outdoor nature trail, patios and courtyard.

3. **Furnishings/Appliances Provided By The Operator**

Attached as Exhibit I and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in your living unit.

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

1. **Meals and Snacks. Three [3]** nutritionally well-balanced meals per day and a minimum of **1** snack per day are included in your daily rate. The following modified diets will be available to you upon order by your physician and included in your Individualized Service Plan: Regular, No Added Salt, Mechanical Soft, Pureed, No Concentrated Sweets, Heart Healthy and other specialized diets as requested by physicians.
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.** Including vacuuming, surface and bathroom cleaning, and furnishing of toilet tissue. Attention to soiling of rugs, furniture and other items due to resident use.
4. **Linen Service.** Including towels, washcloths, pillow, pillowcase, blanket, bed sheets, bathmat and bedspread.
5. **Laundry of your personal washable clothing.**
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 and response to any of the three emergency call bells (response is based on a 24-hour a day, seven days a week basis).

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.** Including some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, prompting for and supervision at meals, medication acquisition, storage and disposal, assistance with self-administration of medication. Level of care must be indicated on page four of the NYS DOH Form 3122 by the Resident's primary care physician prior to admission. Operator's nursing staff will conduct a pre-admission nursing assessment to determine the level of direct care services the Resident will require. The direct care services the Operator can provide are described in Exhibit III.
 9. **History of Violent, Aggressive or Agitated Behavior.** The Operator is not licensed to provide services for individuals who have exhibited a history of or who are presently exhibiting behaviors such as violence, aggression or agitation towards self or others.
 10. **Development of Individualized Service Plan.** Using an interdisciplinary team approach, Longview's Case Manager and Personal Care staff will assist in developing an individualized service plan for each resident. The service plan will undergo ongoing review and if needed revision whenever there is a change in resident's health.
- C. Additional Services.** Exhibit II attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional, supplemental or community fee from the Operator directly, or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

Resident's
Initials Here

III. Disclosure Statement

The Operator is disclosing information as required under Public Health Law Section 4658 (3). Such disclosures are contained in Exhibit V along with The Consumer Information Guide: Assisted Living Residence, which is attached to and made part of this Agreement.

IV. 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 **Daily** 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 if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
 5. Informing the Operator promptly of change in health status, change in physician or change in medications.
 6. Informing the Operator promptly of any change of name, address and/or phone number for You, the Resident or Health Care Proxy/POA.
 7. The Resident complies with the terms and conditions of this agreement and all items encompassed within the appropriate resident handbook.
 8. Payment for outside care givers: Private help, such as in the form of "home care", **which is employed by the Resident directly** and not by Longview, the Operator. Private outside care givers must comply with all Longview's policies and procedures and operate within the scope of the NYS Department of Health and Social Services Regulations.

B. The Resident's Representative shall be responsible for the following: (on the line below, identify all applicable items from 1-8 above).

C. The Resident's Legal Representative, if any shall be responsible for the following: (on the line below, identify all applicable items from 1-8 above).

V. Termination and Discharge

This respite 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 **3** days notice from You or Your Representative to the Operator of your intention to terminate the agreement and leave the facility.
3. In the event of the death of the resident.
4. Upon **3** 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 respite agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator:

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Operator/Residence is not permitted by law or regulation to provide;
2. 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 **three-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 respite agreement for any of the reasons stated above, the Operator will give you a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of your right to object and a list of free legal advocacy resources approved by the State Department of Health.

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

While legal action is in progress, the Operator must not seek to amend the respite 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 respite 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.

VI. Transfer

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for your transfer to an appropriate and safe location, prior to termination of a respite lease and without 30 days notice or court review, for the following reasons:



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

If you are transferred, in order to terminate your respite agreement, the Operator must proceed with the termination requirements as set forth in

Section V of this agreement, except that the written notice of termination must be hand delivered to you at the location to which you have been removed. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person. If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, you are deemed appropriate for placement in this residence and if the respite agreement is still in effect, you must be readmitted.

VII. General Terms, Conditions and Restrictions

The Resident agrees to comply with terms, conditions and restrictions identified in this lease and as encompassed within the appropriate Resident Handbook.

The Resident also agrees to comply with additional terms, conditions and restrictions established after the effective date of the agreement to promote the safety, care and cleanliness of the building and the safety, care, comfort and convenience of the residents. Residents will receive written notice of additions and/or changes at least thirty (30) days in advance of their implementation.

Further, the Resident agrees to use the living unit only as a private residential dwelling, use all equipment, appliances and fixtures in the designated appropriate capacity and give the Operator prompt (immediate) notice of any defects in plumbing, heating/cooling or fixtures.

The Resident agrees not to permit overnight stays by any individual without first obtaining the Operator's written permission. The Resident will not make changes to the living unit or remove any appliance or fixture in the unit and may not install any additional items to the unit. The Resident agrees not to sublet or assign the unit or any part of the unit and will not engage in or permit guests to engage in unlawful activities or any other activities that take place on the Operator's property that may disturb the peace. The Resident may not smoke on the Operator's property except in the designated smoking area outside by the picnic table located adjacent to the delivery entrance of the facility.

Access By Landlord

The Operator agrees to enter the unit only when necessary except in emergencies and then will provide Resident with reasonable notice to enter the unit with Resident's consent to do so. However, consent will not be unreasonably withheld by the Resident for purposes of Operator entering unit to provide Basic Services as stipulated in this lease, making reasonable repairs and performing inspections. The Operator is entitled to have copies of unit keys and a master key that fits all units. The Resident will be charged \$5 for each key not returned upon vacating unit.

The Resident agrees to permit the Operator to show the unit to prospective tenants during reasonable hours after reasonable notice provided. If Resident vacates before the agreed upon termination of this lease, the Operator may enter unit to prepare unit for a new resident with the Resident's permission which is not to be unreasonably withheld.

If you have any questions, please ask to speak with the director of building services.

VIII. Tipping

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

IX. Personal Allowance Accounts

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

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

You must complete the following:

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

I receive SNA funds_____ or I have applied for SNA funds_____

I do not receive either SSI or SNA funds _____

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

X. Change(s) in Lease Agreement

The Operator may change the terms and conditions of this agreement by notifying the Resident of any change(s) at least 30 days prior to the proposed effective date of the change(s). The resident may reject the changed term(s) and conditions by giving the Operator written notice within two weeks after receipt of the Operator's notice of the Resident intentions to terminate the residency. If the Resident does not wish to accept the amended agreement, the Operator may give notice to the Resident to vacate from Longview.

XI. **Discrimination**

The Operator agrees not to discriminate based upon race, color, sexual preference, religion, creed, national origin, sex, disability or membership in a class. The Operator agrees to comply with the requirements of all applicable federal, state and local laws, including health, housing and building codes, and to deliver and maintain the premises in a safe, sanitary and acceptable condition. All premises will be occupied by persons over the age of 55 years. **Attached is Exhibit IV: A Statement of Resident Rights and Responsibilities.**

XII. **Charges for Late Payments and Returned Checks**

If the Resident does not pay the full amount owed by the 3rd day of the respite stay, the Operator may collect a fee of \$25 as of the last date of the agreed upon

occupancy date. Thereafter, the landlord may collect \$25 for each additional day the respite fee remains unpaid.

****The Operator may assess and collect from the Resident a fee of \$30 any time a check is not honored for payment.

The fees discussed in section "Charges for Late Payments and Returned Checks" are "in addition" to the regular daily respite fee payable by the Resident.

XIII. DAMAGES

Whenever damage is caused by carelessness, misuse or neglect on the part of the Resident, the Resident's pet, family and/or visitors, the Resident agrees to pay:

1. The cost of all repairs within 3 days of receipt of the landlord's request for payment.
2. Per diem fee for any period the unit is damaged and is deemed uninhabitable.

XIV. 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)

(Optional) **Personal Guarantee of Payment**

_____ personally guarantees payment of charges for your Daily Rate.

Personal Guarantee of Payment of charges not covered by your Daily Rate.

_____ personally guarantees payment of charges for the following services, materials or equipment, provided to you that are not covered by your Daily Rate:

Date

Guarantor's Signature

Guarantor's Name (print)

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

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

Date

Guarantor's Signature

Guarantor's Name (Print)

EXHIBIT I

FURNISHINGS/APPLIANCES PROVIDED **BY LONGVIEW, AN ITHACARE COMMUNITY**

Standard Items

1. Bed: Includes frame, headboard, mattress and box spring
2. Armoire
3. Nightstand
4. TV stand (4th floor rooms only)
5. Pole Lamp (4th floor rooms only)
6. Table Lamp
7. Chair
8. Weekly Linens: Pillow(s), blankets(s), spread, sheets, mattress pad, 2 towels, 2 washcloths, bathmat.
9. Lockable unit which cannot be removed at will for personal articles and medications.

EXHIBIT II

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

Item	Additional Charge	Responsibility
Dry Cleaning	N/A	
Professional Hair Grooming	Various \$5 - \$55	Contracted Hairdresser(s) w/Longview @ Longview
Personal Toilet Articles	Various/As Marked	Resident Store Operated by Volunteers
Commissary Goods	Various/As Marked	Resident Store Operated by Volunteers
Medical Transportation	N/A	
Cultural/Activities Transportation	No additional charges (Some trips have additional charges)	Recreation Department
Long Distance Telephone Service STC Services	.075 per minute	Services: Separate Billing by Private Provider
Local Phone Service	\$10/month \$12/year – SSI Recipients	Services: Private Provider Billing by: Longview
Air Conditioning (if available)	Included	Facility
Cable T.V. (if available) Time Warner	\$17/month for basic & standard – additional services available	Services: Time Warner Cable Billing by: Longview
Extra Maintenance* Office Services**	\$24/hr \$.05 – 5.00 – Office	Longview
Guest Meals	\$7 breakfast \$10.00 lunch & dinner \$12.00 holiday	Provided by Longview Dining
Newspaper	No charge	Local paper available in Longview Library by Longview

*Includes repair of personal property items.

**Includes personal copies, typing, faxing, mailing, etc.

EXHIBIT III.A.2
SERVICES AVAILABLE FOR ASSISTED & ENHANCED LIVING

Assisted Living Level A1 *(Included for all Levels)	Assisted Living Level A2 *(Included for all Levels)	Enhanced Assisted Living Level E1 *(Included for all Levels)	Enhanced Assisted Living Level E2 *(Included for all Levels)
ADLs: -Minimal assistance/ supervision with personal hygiene: bathing, grooming, dressing -Independent mobility including wheel chair, walker, scooter -Reminders for social activities -Independent or minimal intermittent assistance with management of -oxygen equipment -Case Management -Individual Service Plan (ISP)	ADLs: - Minimal assistance/ supervision with personal hygiene: bathing, grooming, dressing -Independent mobility including wheel chair, walker, scooter -Reminders for social activities -Independent or minimal intermittent assistance with management of oxygen equipment -Case Management - Individual Service Plan (ISP) -Daily routine verbal reminders needed for bowel and bladder -Exhibits needs for redirection & orientation daily to person, place, time	ADLs: -1:1 supervision for meals, monitor intake -1:1 assist with to include, but not limited to: hygiene, bathing, dressing, toileting, incontinence devices, toileting schedule -Exhibits, needs for redirection, orientation and closer observation -Case Management -Individual Service Plan (ISP)	ADLs: -1:1 supervision for meals, monitor intake -1:1 supervision and/or contact guard for transfer/ambulation -Chronic assist of 1-2 person(s) for transfers, mechanical lift, wheel chair, mobility, etc) -1:1 assist with colostomy, ileostomy, catheter care and maintenance -Exhibits needs for redirection, orientation and closer observation -Case Management -Individual Service Plan (ISP)
Medication: -Assistance with meds or monitor ability of "self administration" -Medication acquisition, storage, and disposal	Medication: - Assistance with meds or monitor ability of "self administration" -Medication acquisition, storage, and disposal -Monitor ability to self- administer Subcutaneous / Intramuscular injections (i.e. insulin-& Blood Glucose levels)	Medication: - Assistance with meds or monitor ability of "self administration" at sight of -Medication acquisition, storage, and disposal -Subcutaneous / Intramuscular injections (i.e. insulin) -Blood Glucose monitoring/or clinical assistance with.	Medication: - Assistance with meds or monitor ability of "self administration" -Medication acquisition, storage, and disposal -Subcutaneous / Intramuscular injections (i.e. insulin) -Blood Glucose monitoring/or clinical assistance with.
Clinical Services	-Laboratory coordination (glucose, PT/INR, etc.) -Minimal assistance in managing oxygen equipment; ordering mobility devices, coordinating services from outside providers.	-Oxygen saturation -Vital signs-Observation by licensed nursing (less than 24 hours per day)	-Oxygen saturation -Vital signs -Non Complex dressing changes. Observations by licensed nursing (less than 24 hours per day) -Secure Care System (wander deterrent) to assist with redirection and orientation to place.
Ancillary Services:* -Housekeeping -Laundry -Three meals daily, minimum one snack, modified diets -Personal allowance account -Arranging transportation / scheduling appointments -Minimum of 35hrs/wk of programming	Ancillary Services:* -Housekeeping -Laundry -Three meals daily, minimum one snack, modified diets -Personal allowance account - Arranging transportation / scheduling appointments -Minimum of 35 hrs/wk for programming	Ancillary Services:* -Housekeeping -Laundry -Three meals daily, minimum one snack, modified diets -Personal allowance account - Arranging transportation / scheduling appointments -Minimum of 35 hrs/wk for programming	Ancillary Services:* -Housekeeping -Laundry -Three meals daily, minimum one snack, modified diets -Personal allowance account - Arranging transportation / scheduling appointments -Minimum of 35 hrs/wk for programming

If service hours exceed level E2, additional service hours are available at \$25 per hour. Time and service subject to change as indicated by physician with medical evaluation form 3122 and per ISP review and/or update.

EXHIBIT IV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

Resident's rights and responsibility shall include, but not be limited to the following:

- A. Every Resident's participation in assisted living shall be voluntary. 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, 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 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 member 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, that if a Resident, Resident Representative or Legal Representative agrees in writing to a specific rate or fee increase through an amendment of the residence agreement due to the Resident's need for additional care, services or supplies, the Operator may increase such rate or fee upon less than forty-five days written notice 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 the then-current vacancies available, if any, under the Operator's enhanced and/or special needs assisted living programs.
- R. Every Resident shall have the right to object if the Operator terminates your admission agreement against your will.

Waiver of any these Resident rights shall be void. A Resident cannot lawfully sign away the above-stated rights and responsibilities through a waiver or any other means.

EXHIBIT V

DISCLOSURE STATEMENT

Ithacare Center Service Company, Inc. ("The Operator") as Operator of Longview, An Ithacare Community ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit IV of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850 as an Assisted Living Residence as well as an Adult Home.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence. 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 or as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of 96 persons.

Below is a list of the needs/conditions that The Operator is able to serve and accommodate under its Enhanced Assisted Living Certification: (See Exhibit III & Exhibit III.A.3)

As all Longview, an Ithacare Community, Inc. assisted living beds are available as enhanced beds, the resident need not move should he/she develop a need, as a result of aging-in-place, for enhanced care. A change of status as specified in the Enhanced Addendum will be necessary. Should You require care that cannot be provided by the services provided by Enhanced Care, 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. This includes providing liaison to such organizations as Hospice and Visiting Nurse Service.

The Operator will post prominently in the residence, on a monthly basis, the then-

current number of vacancies under its Assisted Living and Enhanced Assisted Living Services program. It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living only up to the numbers of persons stated above. If you become appropriate for Enhanced Assisted Living and one of those units is available, you will be eligible to be admitted into the Enhanced Assisted Living 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 program within this residence, it may be necessary for you to change your living unit within the residence.

3. The owner of the real property upon which the residence is located is Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850. The mailing address of such real property owner is Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850. The following individual is authorized to accept personal service on behalf of such real property owner. Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850.
4. The Operator of the residence is Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850. The mailing address of the Operator is Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850. The following individual is authorized to accept personal service on behalf of the Operator: Longview, an Ithacare Community, 1 Bella Vista Drive, Ithaca, NY 14850.
5. There is no ownership interest in excess of 10%, none.
6. There is no ownership interest in excess of 10%, none.
7. Residents are able to receive service from service providers with whom Longview does not have an arrangement. See Exhibit I.D. for details.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Whenever feasible, Longview, an Ithacare Community, Inc. will make residents and/or responsible parties aware of public funding available to defray care expenses for home health, durable medical goods, etc., e.g., Veterans benefits, Title 20 (Medicare) benefits, other benefits, knowledge of which becomes known

to the Operator.

10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by the assisted living Operator or regarding Home Care Services is 1-800-628-5972.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. The Local LTCOP Ombudsman telephone number is 607-274-5486. The NYSLTCOP website is www.ombudsman.state.ny.us.

EXHIBIT III.A.3

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Longview (the "Operator"), _____, (the "Resident's Representative or You"), _____, (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 Longview Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This Addendum must be attached to Longview's 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 Longview, an Ithacare Community located at 1 Bella Vista Drive, Ithaca, NY 14850.

II. Physician Report

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

- a. Your physician has physically examined You within the last month prior to Your admission into Longview's 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 Longview's Enhanced Assisted Living Residence, (The "Residence") and the Operator has accepted Your request.

IV. Specialized Program, Staff Qualifications and Environmental Modifications

Attached as EALR I & II and made a part of this Agreement is a written description of:

- Services to be provided in the Enhanced Assisted Living Residence;
 - Ostomy care
 - Artificial limb care
 - Incontinency care
 - Mobility assistance; including mechanical lifts
 - Wound care
 - Catheter care
 - Most therapeutic diets
 - Assistance with feeding
 - Daily redirection, prompting, orientation and closer observations
 - Skilled nursing observation and documentation
 - Injections
 - Wander deterrent system
 - Secure care system

- Staffing levels;
 - Longview's current plan of staffing:
 - Assisted Living (A1 & A2 Services) on the fourth floor: capacity 64 beds: day shift will have at the minimum of 2 resident aides on duty. Evening shift will have a minimum of 2 resident aides on duty. Night shift will have a minimum of 2 resident aides on duty.
 - For Enhanced Assisted Living (E1 & E2 Services) in the Garden: capacity 32 beds: Projected plan of staffing at full capacity will have a minimum of 5-6 resident aides on duty. Evening shift will have a minimum of 5-6 resident aides on duty and night shift will have a minimum of 2-3 resident aides on duty.
 - At least 1 Registered Nurse will be on duty 40 hours a week at eight hours a day and a registered nurse is always on call 24 hours/7 days a week. When the RN is not on duty, an LPN may be on duty at least 8 hours a day. Home Health Aides are staffed as resident care needs indicate.

- Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; will be provided to you upon request.
 - Executive Director
 - Director of Resident & Tenant Services
 - RN
 - LCSW (2)
 - Resident Aides and/or Home Health Aides (each with 50 hours of training, 12 hours of in-service training a year and CPR, first aid certification and blood borne pathogen training)
 - Recreation & Volunteer Coordinator
 - Recreation Assistant(s)
 - Spiritual Life Coordinator
 - Adult Day Program Coordinator(s)
 - Adult Day Program Assistant(s)

The NYS Department of Health approves Administrators and Case Managers only.

- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.
 - Longview's assisted living residence on the 4th floor and the enhanced assisted living residence is ADA accessible (wheelchairs, motorized scooters).
 - All 92 rooms have three emergency call bells, two in the bathroom and one in the bedroom. Resident aides carry cell phones throughout the facility and monitor the emergency call bell systems and in the enhanced assisted living unit.
 - Longview maintains a fully operational fire detection system. The system includes both smoke detectors and sprinkler system. To assure your safety and security, Longview contracts with an outside contractor to inspect the fire detection system every three months to assure its' proper operation.
 - A Secure Care System is in place in the enhanced assisted living residence (Garden Level only) and all exits are equipped to monitor entry and exit of all individuals at all times.
 - A Secure Care bracelet monitoring system is available in the enhanced assisted living residence (Garden Level only) to alert staff that a resident is leaving the unit via any exit. (A physician's consult and written order must be obtained for a resident to wear a secure care bracelet). Please note that the resident, if capable, and the resident representative, if the resident is not capable, must agree to the resident wearing the device.

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)*

Exhibit IV

**CONSUMER INFORMATION GUIDE:
ASSISTED LIVING RESIDENCE**

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INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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

WHO OPERATES ALRs?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comparison of Types of ALRs

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

HOW TO CHOOSE AN ALR

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

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

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

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

Location: Is the residence close to family and friends?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

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

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

APPLYING TO AN ALR

The following are part of entering an ALR:

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

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

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

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

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

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

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

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

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

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

LICENSING AND OVERSIGHT

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

INFORMATION AND COMPLAINTS

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-855-582-6769 (as of 12/21/15).

Glossary of Terms Related to Guide

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**State of New York
Department of Health**

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