

The Lutheran Home Cottages

Assisted Living

Residency Agreement

RESIDENCY AGREEMENT: LUTHERAN HOME COTTAGES

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RESIDENCY AGREEMENT

Lutheran Home Cottages

A. This agreement is made between Lutheran Home Cottages, the “Operator”, _____ (the “Resident” or “You”), _____ (the “Resident’s Representative”, if any) and _____ (the “Resident’s Legal Representative”, if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 114 Utica Road, Clinton, New York 13323 an, Assisted Living Residence (the “Residence”) known as Lutheran Home Cottages and as an Adult Home. The Operator is also certified to operate at this location a, Special Needs Assisted Living Residence and an Enhanced Assisted Living Residence.

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

AGREEMENTS

I. Housing Accommodations and Services.

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

A. Housing Accommodations and Services.

1. Your Room. You may occupy and use a private room or semi-private room identified on Exhibit I.A.1., subject to the terms of this Agreement.

2. Common Areas. You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, activity areas, and parlors.

3. Furnishings/Appliances Provided by the Operator. Attached as Exhibit I.A.2. and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your room.

4. Furnishings/Appliances Provided by You. Attached as Exhibit I.A.3. and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by You in Your room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g. due to amperage concerns, safety, etc.).

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 served in the dining room and snacks will be available throughout the day and evening and are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Regular, No added salt, No concentrated sweets, Modified fat.
- 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.**
- 4. Linen service.** Towels, washcloths, pillow, pillowcase, blanket, bed sheets, and bedspread; all clean and in good condition.
- 5. Laundry of Your personal washable clothing.**
- 6. Supervision on a 24-hour basis.** The Operator will provide appropriate staff onsite to provide supervision services in accordance with applicable 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 other components of supervision as specified in applicable law.
- 7. Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with applicable 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, ambulation, transferring, feeding, medication acquisition, storage and disposal, assistance with self-administration of medications.
- 9. Development of Individualized Service Plan.** An Individualized Service Plan will be developed to address the Resident’s needs. This plan will be reviewed and revised every six months and whenever ordered by the Resident’s physician, or as frequently as necessary to reflect the changing care needs of the Resident.

C. Additional Services.

Exhibit I.B., attached to and made a part of the Agreement, describes in detail, any additional services or amenities available for an additional, supplemental or community fees from the Operator directly or through arrangements with the Operator. Such Exhibit states who would provide such services, if other than the Operator.

D. Licensure/Certification Status.

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

II. Disclosure Statement.

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

III. Fees.

A. Basic Rate.

Flat Fee Arrangements.

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident or other specified party will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement (the "Basic Rate"). The Basic Rate as of the date of this Agreement is set forth at Exhibit III.C.

B. Supplemental, Additional or Community Fees.

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

A Supplemental fee must be at the Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident. (*See section III.E.*).

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

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

C. Rate or Fee Schedule.

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

D. Billing and Payment Terms.

Payment is due by the 5th day of the month, and shall be delivered or sent to Lutheran Home Cottages, 108 Utica Road, Clinton, New York 13323.

2. Interest will accrue at the rate of 1.25% per month (15% per annual) on any payments received after the above-referenced due date, however the Resident or Responsible Party, if any, shall have the right to contest that there has been a late payment or that such sums are actually due under this Agreement, and that the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to the parties.

3. In the event the Operator is required to engage legal counsel to collect any charges, or any portion thereof, imposed in this Agreement including, but not limited to, any and all delinquent payment(s) of the Basic Rate, the Resident, the Resident's Representatives and/or the Resident's Legal Representative will be responsible for all reasonable costs incurred by the Operator and approved by a court of competent jurisdiction per the Division of Legal Affairs.

4. In the event you, your Resident Representative or your Resident Legal Representative are no longer able to pay for services provided for in this Agreement, the Operator will commence discharge procedures as outlined in Section XIII.

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

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

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

3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of the Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days' notice.

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

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

F. Bed Reservation.

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of your absence. The charge for this reservation is equal to your daily rate per day. The total of the daily rate for a one-month period may not exceed the established monthly rate. The basic length of time the space will be reserved is 30 days. A provision to reserve residential space does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of the 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 Representative or Your Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days, any of your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis 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 your estate.

V. Transfer of Funds or Property to Operator.

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

VI. Fiduciary Responsibility.

If the Operator assumes management responsibilities 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.

VII. 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 in statute, regulation or agreement.

VIII. Personal Allowance Accounts.

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

You must complete the following:

I receive SSI funds_____ or I have applied for SSI funds_____

I receive SNA funds_____ or I have applied for SNA funds_____

I do not receive either SSI or SNA funds_____

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

IX. Admission and Retention Criteria for an Assisted Living Residence.

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of the 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.

2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.

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

authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.

4. If you are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If you are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. If you are residing in a "Basic" Assisted Living residence, and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living care or 24-hour, 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 XII of the Agreement. However, if the operator has an approved Enhanced Assistive Living certificate, has a unit available and is able and is willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - (a) chronically require the physical assistance of another person in order to walk; or (b) chronically require the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the Conditions stated in the Enhanced Assisted Living Residence Addendum.

X. Rules of the Residence.

Reference to Exhibit IX and made a part of this Agreement are the rules of the Residence (Resident Handbook). By signing this Agreement, You and Your representative agree to obey all Reasonable Rules of the Residence.

XI. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative.

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

1. Payment of the Basic Rate and any authorized additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.

2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except where 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 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:

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

XII. Termination and Discharge.

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

1. By mutual agreement between You and the Operator.
2. Upon 30 days' notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility.
3. Upon 30 days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

4. At the time of discharge, the Resident or the Resident Representative will be responsible to remove all resident belongings, including those in storage, not more than 7-days after discharge.
5. Lutheran Home Cottages will store any belongings left in a Resident room to a secure area within 24-hours of discharge if not removed by the Resident or Resident representative and held for the above stated 7-days.
6. If your belongings are not removed within 7-days, a charge of \$50 per day will apply until the belongings are removed.

The grounds on 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 Resident's continued care and safety.

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

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

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

XIII. Transfer.

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

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself 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.

If you are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been moved. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

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

XIV. Resident Rights and Responsibilities.

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

XV. Complaint Resolution.

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as reference to Exhibit VIII 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.

XVI. Miscellaneous Provisions.

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

XVII. Agreement Authorization.

We, the undersigned, have read this Agreement, have received a duplicate copy thereof, and agree to abide by the term 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)

XVIII. PERSONAL GUARANTEE OF PAYMENT (OPTIONAL)

_____ personally guarantees payment of charges for
(Name)

Your basic rate.

_____ personally guarantees payment of charges for
(Name)

the following services, materials, or equipment, provided to You, that are not covered by the Basic Rate:

(Date)

Guarantor's signature

Guarantor's name (print)

XIX. GUARANTOR OF PAYMENT OF PUBLIC FUNDS (OPTIONAL)

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

(Date)

(Guarantor's signature)

(Guarantor's Name) print

EXHIBIT I.A.1

Identification of Room:

Your room number is: _____,

EXHIBIT I.A.2**FURNISHINGS, APPLIANCES PROVIDED BY OPERATOR**

- Window treatments in resident rooms.

When not supplied at the preference of the resident, the following items will be provided:

- One single bed
- One chair
- One lamp
- One dresser
- One bedside table with a lockable drawer
- One pillow
- One pillowcase
- One set of single bed linens (one fitted sheet, one top sheet)
- One bed blanket
- One bedspread
- Two sets of bath towels and washcloths
- One telephone connection
- One cable connection
- Soap and toilet tissue
- Television and 1 remote

EXHIBIT 1.A.3**FURNISHINGS AND APPLIANCES PROVIDED BY YOU**

- Personal clothing and footwear;
- Personal toiletries (i.e., powder, make-up, perfume, shaving cream);
- Telephone;
- Personal refrigerator (permission must be obtained from operator)
- Additional appliances provided by You (i.e., computer, radio, etc.) will be checked by maintenance to ensure their safety

EXHIBIT I.B.**ADDITIONAL SERVICES, SUPPLIES OR AMENITIES**

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

<u>Item</u>	<u>Additional charge</u>	<u>Provided by</u>
Dry cleaning	As per the dry cleaner's charges	Per your choice
Hair care, including permanents, colors, cuts, set, pedicure & manicure	As posted	Lutheran Home Cottages
Personal toiletry articles	As marked	Lutheran Home of CNY
Gift shop items	As marked	Lutheran Home of CNY
Helping Hands Companion Service: Companion Services include non-nursing services that could include: transport to medical appointments or accompany to family requested events, increased companionship through one to one interaction.	\$35 an hour	Lutheran Home of CNY
Cultural/community activities	As charged by the cultural/community group	Resident request
Telephone service	Basic rate is \$20 a month.	Lutheran Home Cottages
Cable television	\$20.00	Direct TV/Lutheran Home cottages
Additional Remotes	\$10.00	Direct TV/Lutheran Home cottages
Guest meals	\$3.00 entrée only \$6.00 complete meal \$10.00 Holiday meal	Lutheran Home Cottages
Storage fee	If your belongings are not removed within 7-days, a charge of \$50 per day will apply until the belongings are removed.	Lutheran Home Cottages.

EXHIBIT I.C.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

None

EXHIBIT II**DISCLOSURE STATEMENT**

Lutheran Care Cottages ("The Operator") as operator of Lutheran Home Cottages ("The Residence"), hereby discloses the following, as required by public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate at 114 Utica Road, Clinton, New York, 13323 an Assisted Living Residence as well as an Adult Home. The Operator is also certified to operate at this location a Special Needs Assisted Living Residence and an Enhanced Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Enhanced Assisted Living services or Special Needs Assisted services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

- a. Enhanced Assisted Living Residence for up to a maximum of 14 persons.
- b. Special Needs Assisted Living Residence for up to a maximum of 14 persons.

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

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 and/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 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 programs within this Residence, it may be necessary for you to change your room within the residence.

3. The owner of the real property upon which the Residence is located is Lutheran Home Cottages; the Mailing Address of such real property owner is 114 Utica Road, Clinton N.Y. 13323

The following individual is authorized to accept personal service on behalf of such real property owner: Michelle Cole, 114 Utica Road, Clinton N.Y. 13323.

4. The Operator of the Residence is Lutheran Home Cottages. The mailing address of the Operator is 114 Utica Road, Clinton N.Y. 13323

The following individual is authorized to accept personal service on behalf of the Operator: Michelle Cole, 114 Utica Road, Clinton N.Y. 13323.

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

None

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

None

7. Residents shall have the right to choose their service providers, notwithstanding any other agreement to the contrary.

8. Residents will be able to utilize public funding (i.e., Medicare) if the need for skilled care is necessary.

9. If a resident has a covered skill nursing need such as physical therapy or wound care, public funds may be utilized for these services.

10. The New York State Department of Health's toll free telephone number for reporting 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. 315-272-1872 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

EXHIBIT III.A.

TIERED FEE ARRANGEMENTS

There are no tiered fee arrangements.

EXHIBIT III.B.**SUPPLEMENTAL ADDITIONAL OR COMMUNITY FEES**

A one-time application fee of \$500.00 is payable at the time a decision to move in is made and the applicant meets the admission criteria. The Application Fee is not refundable. Once a room is available and offered, the room will be held for a period not to exceed 30-days unless arrangement has been made with administration.

Supplemental charges are as detailed in Exhibit I.B.

Additional charges are as detailed in Exhibit I.B.

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

Lutheran Home Cottages will accept private resources and private insurance coverage.

Program	Private Pay Rate *
Adult Home / Assisted Living Residence (ALR)	All residents will be at SNALR or SNALR and EALR levels when admitted
Special Needs Assisted Living Residence (SNALR)	Private room - \$262 per day Shared room - \$256 per day
Special Needs Assisted Living Residence (SNALR) & Enhanced Living Residence (EALR)	Private room - \$310 per day Shared room - \$286 per day

The fee schedule above is all inclusive, except for the extra rates for additional services, supplies, and amenities listed in Exhibit IB.

EXHIBIT IV.**TRANSFER OF FUNDS OR PROPERTY TO OPERATOR**

Lutheran Home Cottages will hold in trust, money deposited for the Resident's personal use in a personal allowance account as required by Adult Home and Assisted Living Residence license requirements.

Lutheran Home Cottages will not hold other money or property for Residents. Any Resident property is the responsibility of the Resident or Resident Representative.

Residents may request to store items in the Residence, however such items will be the responsibility of the Resident, if a storage area is available.

EXHIBIT V.**PROPERTY/ITEMS HELD BY THE OPERATOR FOR YOU**

Lutheran Home Cottages will not hold in its possession any personal items belonging to Residents. Residents are provided a locked drawer or the opportunity to open a personal allowance account to safeguard their money or items.

EXHIBIT VI.**RULES OF THE RESIDENCE**

Included as part of this Agreement is a Resident Handbook reference to Exhibit IX which details the Rules of the Residence and which, as same, may be revised from time to time, is incorporated herein and made a part hereof. Your signature acknowledges receipt of such Handbook.

Resident/Resident Representative signature

Date

Administrator or designee signature

Date

EXHIBIT VII.**RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES**

Residents' 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 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 staff, Administrator or Assisted Living Operator, to government officials, to Long Term Care Ombudsman or to any other person without fear of reprisal, and to join with other Residents or individuals within or outside 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 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 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 adult of the Resident's choosing without interference from the Assisted Living Residence;

(P) Every Resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, providing additional services to a Resident shall not be considered a fee increase pursuant to this paragraph;

(Q) Every Resident of an Assisted Living Residence that is also certified to provide Enhanced Assisted Living and/or Special Needs Assisted Living shall have the 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.

Waiver of any of these Resident Rights shall be void.

A resident cannot lawfully sign away the above stated rights and responsibilities through a waiver or any other means.

EXHIBIT VIII

OPERATOR PROCEDURES:

RESIDENT GRIEVANCE AND RECOMMENDATIONS

Should you have a concern or are aggrieved in any way by Lutheran Home Cottages staff or other residents; you are encouraged to express your grievances. ***This is your Right.***

Your grievances, recommendations or complaints can be made to any staff member. Staff members are instructed to alert their supervisor to such grievances, recommendations or complaints for resolution to take place.

All grievances, recommendations or complaints will be investigated, addressed with verbal and/or written follow up (whichever is requested) provided to the Resident, Resident's Representative or Resident's Legal Representative within 15-days of the date the grievance, recommendation or complaint was made known to a staff member.

If you present a grievance, recommendation or complaint anonymously via the suggestion box, such complaint will be provided follow up at the next Resident Organization meeting, following the 15-day investigation period. In this way, the individual with the grievance, complaint or recommendation will be provided the outcome or resolution to the concern. The response will be included in the minutes to the Resident Organization meeting.

The staff of Lutheran Home Cottages feels strongly that any grievance or recommendation brought forward is an opportunity to improve service not only to you, but to all Residents.

LUTHERAN HOME COTTAGES, INC.

RESIDENT HANDBOOK

Lutheran Home Cottages have been established as an Adult Home (AH)/Assisted Living Residence (ALR)/Special Needs Living Residence (SNALR)/Enhanced Assisted Living Residence (EALR) to provide a family-type, home-type atmosphere for adults 60 years and older. The Home provides residential care, including room, board, housekeeping, supervision, assistance with personal care, case management and leisure-time activities.

Rules and regulations for AH, ALR, SNALR, and EALR are governed by the New York State Department of Health.

General Policies:

1. The rights of persons living in the Home are described in the document, "Resident Rights and Protections in Adult Homes", published by the New York State Department of Health and shall be respected. The document is located on the community bulletin board in the cottage

2. Statement of Philosophy of Care

This organization is dedicated to the philosophy that everyone served has the freedom to exercise those God-given rights which provide a sense of dignity and self-worth, and that each individual is assured of the highest possible quality of care.

The consideration of Advance Directives by those who are served is encouraged.

It is our philosophy to honor Do Not Resuscitate (DNR) Orders, Living Wills, Health Care Proxies or other Advance Directives and to comply with the Patient Self-Determination Act.

3. For residents who have a desire to have cardiopulmonary resuscitation (CPR) performed in the event of witnessed cardiac or respiratory arrest, staff will call 911 and request emergency assistance, since this service will be provided by Emergency Medical Service (EMS) personnel

4. The Resident and/or legal representative and the Administrator of the Home shall sign a Residency Agreement at the time of admission.

5. The Home shall not be held responsible for personal property of the Resident which might become broken or lost. This includes artificial limbs, canes, walkers, dentures, hearing aids, or other devices used by the Resident in activities of daily living, as determined by a court of competent jurisdiction.

6. Residents may use radios or TV sets in their rooms. Volume shall be kept low at all times. The use of earphones is encouraged.

7. Residents may have their own personal telephone installed in the room at their own expense. Residents are responsible for handling installation or disconnection of services. Home telephones are available for resident use. Residents are responsible for cost of long-distance charges when using the Home telephones.
8. There is NO SMOKING on the grounds of the Lutheran Home Cottages. Visitors and staff are prohibited from smoking in the buildings and anywhere on the grounds.
9. Residents shall not keep pets in the Home. Relatives and friends may bring pets into the Home to visit Residents.
10. An employee of the Cottages may not give medical treatment to a visitor except in an emergency when first aid is necessary until the visitor can obtain treatment from his/her own physician or other organization which gives such services.
11. Every visitor, family member, and Staff person shall be treated with dignity and respect.
12. All complaints from a Resident, visitor or employee shall be heard and reported. Every complaint shall be handled individually according to the policies of the Cottages. (Anonymous complaints may be left in the suggestion boxes)
13. All visitors shall be encouraged to follow the regulations for visitors. Residents may receive visitors at any time. Consideration shall be given for other residents residing in the same room. Persons with a cold, sore throat or infection are asked not to come into the Cottage. Exceptions may be made in emergency situations.
14. The Home shall not be held responsible for lost items of clothing, unless due to the negligence or intentional acts of the Home. The Home desires that items of clothing be marked with the Resident's name.
15. The above policies are intended as a guide and shall never be used to embarrass any Resident, visitor or staff member.
16. Lutheran Home Cottages utilizes hallway cameras for the safety of all our Residents.
17. No cooking items are permitted in resident rooms.
18. No candles are permitted; battery operated flameless candles are permissible.
19. No open flames are permitted in the residence.
20. No pets are permitted to live with you in the residence.

IN ADDITION, SOCIAL SERVICES LAW, PUBLIC HEALTH LAW AND REGULATIONS PROVIDE PROTECTIONS FOR RESIDENTS. THESE IMPORTANT PROTECTIONS INCLUDE REQUIREMENTS THAT THE OPERATOR, ADMINISTRATOR, STAFF OR OTHER AGENTS OF THE OPERATOR:

- Provide to you, before or at the time of the admission interview, a copy of the Residency Agreement, a copy and explanation of resident rights and protections, the listing of Legal Services and Advocacy agencies made available by the Department and a copy of any facility rules relating to resident activities, and tell you of your obligation to comply with these rules.
- Provide to you at least 45 days advance notice of any change in the facility's rate or charges for supplemental services.
- Provide to you, your next of kin or representative of your choice at least 30 days advance notice of the facility's intention to terminate your Residency Agreement. The notice must indicate: the reason for termination; the date of termination; that you have a right to object to the termination of the agreement and discharge; that if you object, you may remain in the facility and the operator, in order to terminate, must begin a court proceeding; you will not be discharged against your will unless the court rules in favor of the operator. At the time of notice, the operator must give you a list of agencies providing free legal and advocacy services within the local area of the facility.
- Allow you to end your Residency Agreement, subject to the conditions for notice established in your Residency Agreement.
- Guarantee that you keep, from any Supplemental Security Income (SSI) or Home Relief (HR) payments you receive, a personal needs allowance to buy items the operator is not required to provide to you.
- Offer each SSI or HR recipient the opportunity to keep personal allowance funds in an account maintained by the facility.
- Maintain complete records on your personal allowance account and upon request, or at least quarterly, show or give you a statement which has all deposits, withdrawals and the current balance in the account.
- Allow you to review upon request Department-issued inspection reports, excluding any confidential attachments, for the most recent two year period.
- Encourage and assist residents in organizing and maintaining committees, councils or such other self-governing body as the residents may choose.
- Maintain a system for accepting and responding to grievances and recommendations for changes or improvements in facility operations.
- Allow you privacy in your room, subject to reasonable access by facility staff.
- Allow you privacy in caring for personal needs.

- Neither physically restrains you or locks you in a room at any time.
- Allow you to leave and return to the facility at reasonable hours.
- Neither requires from you nor accepts from you any gratuity (I. e. tips or gifts) in any form.

If you feel that any of these rights/protections are being violated, you may file a complaint with the NYS Department of Health at Toll Free 1-866-893-6672 or any of the agencies on the next page.

Should you have a concern or are aggrieved in any way by the Lutheran Home Cottages staff or other residents; you are encouraged to express your grievances. This is your Right. Your grievances, recommendations or complaints can be made to any staff member. Staff members are instructed to alert their supervisor to such grievances, recommendations or complaints for resolution to take place.

All grievances, recommendations or complaints will be investigated, addressed with verbal and/or written follow up (whichever is requested) provided to the Resident, Resident's Representative or Resident's Legal Representative within 15-days of the date the grievance, recommendation or complaint was made known to a staff member.

If you present a grievance, recommendation or complaint anonymously via the suggestion box, such complaint will be provided follow up at the next Resident Organization meeting, following the 15-day investigation period. In this way, the individual with the grievance, complaint or recommendation will be provided the outcome or resolution to the concern. The response will be included in the minutes to the Resident Organization meeting. The staff of Lutheran Home Cottages feels strongly that any grievance or recommendation brought forward is an opportunity to improve service not only to you, but to all Residents.

AGENCY CONTACT INFORMATION

New York State Department of Health
Regional Offices and Other State Agencies

Adult Home Hotline
Phone: (866) 893-6772

State Long Term Care (LTC)
Ombudsman Program
Phone: (855) 582-6769