



*Woodland Pond*  
*at New Paltz*

ASSISTED LIVING  
RESIDENCY AGREEMENT

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## Residency Agreement

- A. This agreement is made between Woodland Pond Inc. (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 100 Woodland Pond Circle, New Paltz, New York 12561, an Assisted Living Residence (the “Residence”) known as Woodland Pond at New Paltz and as an Enriched Housing Program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and/or Special Needs 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   , 2026, the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

##### **A. Housing Accommodations and Services**

1. **Your Apartment/Room.** You may occupy and use a private (X ) or semi-private ( ) apartment or room identified in Exhibit I.A, 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 dining rooms, lounges, lobbies, library, social and recreational facilities, and other public areas of the Community Center that the Operator makes available for the use and enjoyment of Residents of the Community.

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

##### **B. Basic Services**

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

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and one (1) evening snack are included in your Basic Rate. Fresh fruit, snacks, coffee and tea are available on a 24-hour basis. Modified diets will be available to you if ordered by your physician and included in your Individualized Services Plan. A special diet, when ordered by your physician, is limited to the

following types (check all that apply): Regular – no added salt (x), Consistent Carbohydrate Diet (x), Restricted Sodium (x), Cardiac (x), Renal (x).

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.** The Operator will provide housekeeping services no less than once a week.
4. **Linens Service.** Laundering of your personal linens.
5. **Laundering 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 the law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven day a week basis), as well as the other components of supervision as specified by law.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with the 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 (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), feeding, medication acquisition, storage and disposal, and assistance with self-administration of medications.
9. **Development of Individualized Services Plan.** Including ongoing review and revision as necessary.

### **C. Additional Services**

Exhibit I.C attached to and made a part of this agreement, describes in detail any additional services or amenities available for an Additional or Supplemental Fee from the Operator directly or through arrangements with the Operator. Exhibit I.C states who would provide such services or amenities, if other than the Operator.

### **D. Licensure/Certification Status**

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

## **II. Disclosure Statement**

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

### III. Fees

#### A. Basic Rate

1. **Flat Fee Arrangements.** The Resident, Resident’s Representative and Resident’s Legal Representative agree that the Resident will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement (the “Basic Rate”). The Basic Rate as of the date of this agreement is:

#### 2. Required Fees

Monthly Rate:

Basic/Tier Level Alcove Apartment Rate: \$ \_\_\_\_\_

Basic/Tier Level One Bedroom Apartment Rate \$ \_\_\_\_\_

Memory Care Rate \$ \_\_\_\_\_

Second Person Fee: \$ \_\_\_\_\_

Total Monthly Rate: \$ \_\_\_\_\_

#### 3. Tiered Fee Arrangements

Any “Tiered” fee arrangement in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some types of services, and the fees for each “tier” of care, are set forth in detail in Exhibit III.A.1 and made a part of the Agreement. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fee for each “tier” of care, and describes who will be providing care, if other than staff of the Operator. (Exhibit III.A.1)

#### B. Supplemental or Additional 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 or Additional Fee must be at the Resident’s option. In some cases, the law permits the Operator to charge a Supplemental or Additional Fee without the express written approval of the Resident (see Section III E.)

Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community Fees (optional), shall be made only for services and supplies that are actually supplied to the Resident. Attached as Exhibit III.A, and made a part of this Agreement, is a list of any Supplemental, Additional or Community Fees (optional) that may be charged to the Resident.

#### C. Rate or Fee Schedule

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

#### **D. Billing and Payment Terms**

Payment is due by the 5th day of each month and shall be delivered to the Finance Department. Payments received by the Facility after the 5th day of the month when due, or any other outstanding balance, will incur a late charge of five percent (5%) per month. A notification of any late charges, if applicable, will be sent with each monthly statement of charges, provided, however, that the Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties. If the Resident is in default of any term or condition of this Agreement, all charging privileges for Supplemental services and supplies (such as beauty parlor, barber, sundries, dry-cleaning) may be suspended at the option of the Operator.

A security deposit in the amount of one month of monthly Basic Rate will be required upon move in, in addition to the Basic Fee, as described below. This will be refunded in whole or in part after the performance of a walkthrough of the unit when it is vacated. Any damages resulting from the occupancy of the resident will be repaired and paid for through the use of the security deposit funds. In addition to the security deposit described above, a Basic Fee in an amount equal to the Basic Daily Rate multiplied by the number of days remaining in the current month plus the total number of days in the following month, is required and will be applied toward the Resident's first and second month's fee.

The Resident will be charged for the day of admission up through and including the day of discharge (the "Discharge Date"). The Discharge Date is the day when all of the Resident's belongings and personal property are removed from the apartment/room and from the Residence.

**Resident Inability to Pay:** Should Resident at any time be unable to pay the total Monthly Service Fee or other charges due, Resident shall provide financial information, including financial and tax information, to the Community to justify Resident's inability to pay. If Resident substantiates his or her need for financial assistance to the Community's satisfaction, and signs the required documentation asserting the same, the Community will\* waive Resident's payment of the Monthly Service Fee and other charges, or a portion thereof. The Community shall not terminate Resident's residency solely based on Resident's inability to pay the total Monthly Service Fee or other charges due under this Agreement, unless the Resident has willfully mismanaged assets needed to pay the Monthly Service Fee or other charges due under this Agreement. It shall be a condition of receiving financial assistance that Resident represents that Resident has not made any gift or transfer of money or personal property in contemplation of the execution of this Agreement or subsequently which would impair the ability of the Resident or the Resident's estate to satisfy the financial obligations under this Agreement.

\*For those residents not party to a Woodland Pond Residence and Care Agreement, also known as "direct admit residents", the Community [may] waive the Resident's payment of the Monthly Service Fee and other charges, or a portion thereof. The Community may require qualifying residents that are not party to a Woodland Pond Residence and Care Agreement, to move to the skilled nursing unit and apply for Medicaid, should they wish to remain at the Community.

#### **E. Adjustments to the Basic Rate of 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 45 days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraph 2, 3, and 4 below.
2. If You, or your Representative, or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to your need for additional care, services, or supplies, the Operator may increase such Rate or Fee upon less than 30 days written notice.
3. If the Operator provides additional care, services or supplies upon the express written order of your Primary Care Physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary Fee upon less than 30 days written notice.
4. 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 above, in the event of your absence, for a period of 30 days. The charge for this reservation is \$ \_\_\_\_\_/day (refer to Section III.D, "Billing and Payment Terms"). The total of the Basic Daily Rate for a one-month period cannot exceed the established monthly rate.

A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

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

Upon termination of this Agreement or at any time of your discharge, but in no case more than three (3) business days after You leave the Residence, the Operator must provide You, Your Representative or Legal Representative or any person designated by You, with a final written statement of your payment and personal allowance accounts at the Residence.

The Operator must also return, at the time of your discharge, but in no case more than three (3) business days, any of your money or property which comes into the possession of the Operator after your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made. If You die, the Operator must turn over your property to the legally authorized representative of your estate. If You die without a will and the whereabouts of your next-of-kin is unknown, the Operator shall contact the Surrogate Court of the county wherein the Residence is located in order to determine what should be done with property of your estate.

#### **V. Transfer of Funds or Property to the Operator**

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

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

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibilities of such custody, the Operator must enumerate the items so placed and attach to this Agreement a listing of such items. Such listing is attached as Exhibit V of this Agreement.

## **VII. Fiduciary Responsibilities**

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.

## **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. Lost and Missing Items**

The Facility will not be liable for the loss of a resident's personal property, including hearing aids, dentures, jewelry and money.

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

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Resident 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 Skilled

Nursing Care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section IV of the Agreement.

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. are chronically chair fast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically require the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.
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.

## **XI. Rules of the Residence**

Attached as Exhibit VI, and made a part of this Agreement, are the Rules of the Residence. By signing this agreement You and your Representative agree to obey all reasonable Rules of the Residence.

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

- A. You, your Representative, or Legal Representative to the extent specified in this Agreement, are responsible for the following:
  1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental Fees as detailed in this Agreement.
  2. Supply of personal clothing and effects.
  3. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid, or other third party coverage.
  4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed Medical Evaluation that conforms to regulations of the New York State Department of Health.
  5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
  6. Informing the Operator promptly of any change of name, address, and/or phone number of the responsible party.

- B. The Resident or Resident's Representative shall be responsible for the following:
  - 1. Copayments for medications.
  - 2. Visiting Nurse Services/Homecare, if necessary, which are not covered by Medicare.
- C. The Resident's Legal Representative, if any, shall be responsible for the following:

**TO BE DETERMINED**

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**XIII. Termination and Discharge**

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

- 1. By mutual agreement between You and the Operator;
- 2. Upon 30 days advanced notice from You or your Representative to the Operator of your intention to terminate the Agreement and leave the Residence;
- 3. Upon 30 days written notice from the Operator to You, your Legal Representative, your next-of-kin, and any person designated by You.

Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

- 1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
- 2. If your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
- 3. You fail to make timely payment for all authorized charges, expenses, and other assessments, if any, for services including use and occupancy of the premises, materials, equipment, and food which You have agreed to pay under this Agreement. If your failure to make timely payments 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 (3) day period of notice of termination discussed below, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits;
- 4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
- 5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended, or the Operator has voluntarily surrendered the operation of the facility;

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

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

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 charged against your will, unless the court rules in favor of the Operator.

While legal action is in process, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You. Both You and the Operator are free to seek any other judicial relief to which you may be entitled.

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

#### **XIV. Transfer**

Notwithstanding the above, the Operator may seek appropriate elevation and assistance and may arrange for your transfer to an appropriate and safe location, prior to termination of the 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 injury to You or others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care. If You are transferred, in order to terminate your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been removed. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person. If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, and You are deemed appropriate for placement in this Residence if the Residency Agreement is still in effect, You must be readmitted.

#### **XV. Resident Rights and Responsibilities**

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

## **XVI. Complaint Resolution**

The Operator will assist Residents, their Representatives, other interested family members, or Resident advocates in filing grievances or complaints when such requests are made. Upon admission, Residents are provided with written information on how to file a grievance or complaint. A copy of our grievance/complaint procedures is posted in the Resident Handbook.

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XIII, and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues, or suggestions reported by the Residents' Organization and to provide a written report to the Residents' Organization that addresses the same.

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

## **XVII. Miscellaneous Provisions**

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be modified, amended or terminated 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 (3) years after the Agreement is terminated. The parties further agree that such Agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

**XVIII. Agreement Authorization**

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

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Resident)

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Resident’s Representative)

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Resident’s Legal Representative)

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of the Operator or the Operator’s Representative)

The Health Center at Woodland Pond at New Paltz

*(Optional) Personal Guaranty of Payment*

NA personally guarantees payment of charges for Your Basic Rate.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Guarantor's Name (Print)

**EXHIBIT I.A**

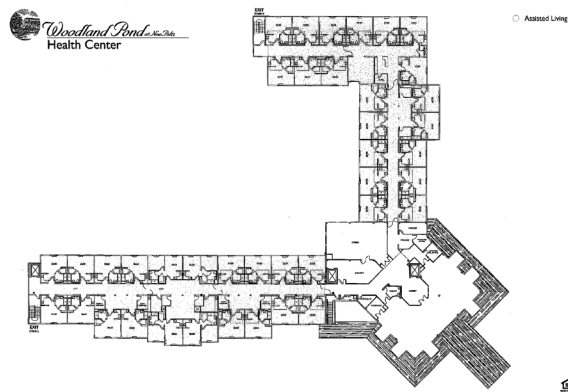
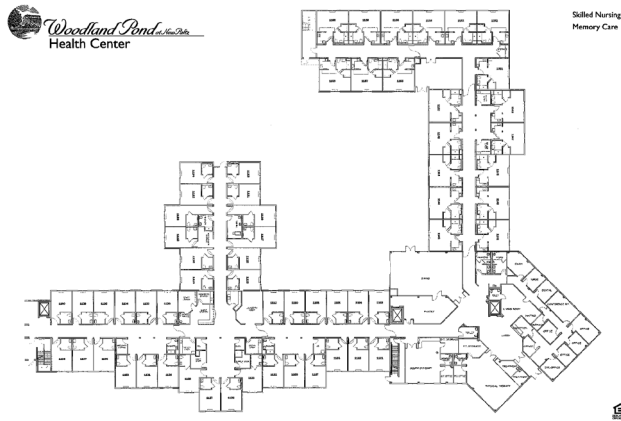
**IDENTIFICATION OF APARTMENT/ROOM**

Apartment # \_\_\_\_\_

Apartment Type \_\_\_\_\_

Phone # \_\_\_\_\_

**The Health Center at Woodland Pond at New Paltz Master Site Plan**



**EXHIBIT I.B**

**FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR**

1. Microwave
2. Refrigerator/Freezer
3. Emergency Response System

**EXHIBIT I.C**

**ADDITIONAL SERVICES, SUPPLIES OR AMENITIES**

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

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Professional Hair Grooming	Fee for Service by Vendor	On-site salon
Cultural/Activities Transportation	Published in Advance of Activity	
Long Distance Telephone Service	Fee for Service by Vendor	Community's telephone service provider
Local Telephone Service	Fee for Service by Vendor	Community's telephone service provider
Air Conditioning	Included	
Cable TV	Fee for Service by Vendor	Community's Cable TV provider
Medical Transportation	No charge within a 20 mile radius	Health Center Bus (based on availability)
Aide Escort Services	\$60.00/hr aide	Aide scheduled upon availability
	<i>*Note: Staff time billed in quarter hour increments</i>	
Ambulette/Ambulance Transportation	Fee for Service by Vendor	Resident's choice
Pharmacy Charges	Vendor rates/co-payments	Resident's choice
Additional Charges/Co-payments	MD visits	At Resident/Insurance Request
Laboratory Services	Laboratory Fee for Service by Vendor	Community's Laboratory service provider
Diagnostic Services	Diagnostic Fee for Service by Vendor	Community's Diagnostic service provider
Durable Medical Equipment	DME Fee for Service by Vendor	At Resident/Insurance Request
Home Care Services	Vendor Rates/Co-payments	Resident's choice Certified CHHA
Clerical Support (Fees)	Photocopies \$0.10 each (10+) Typing /misc \$12.00 per/hr	Medical Records
Room Service Charge	\$5.00 per/hr	Staff
Maintenance/General Labor	\$40.00 per/hr + supplies Billed on quarter hour increments	Maintenance Staff
Moving Assistance for Change in a level of care	\$80.00 per/hr + supplies 1hr minimum	Maintenance Staff
Keys (Replacement)	\$10.00 each	Facilities Dept
Personal Emergency Response System PERS (Replacement) – Resident Option	\$185.00 each	Facilities Dept
Guest Suite Apartment	Current rates in effect upon availability	



## EXHIBIT II

### DISCLOSURE STATEMENT

Woodland Pond, Inc. (“The Operator”) as Operator of the Health Center at Woodland Pond at New Paltz (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 the Agreement.
2. The Operator is licensed by the New York State Department of Health to operate the Health Center at Woodland Pond at New Paltz (845-256-5910), an Assisted Living Residence as well as an Enriched Housing Program.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and/or Special Needs Assisted Living Residence. This additional certification (or 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 either Enhanced Assisted Living Services or Special Needs Assisted Living Services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of 40 persons.
- b. Special Needs Assisted Living services for up to a maximum of 20 persons.

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

**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 number of persons stated above.** If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living Unit (or program). If however, such units are at capacity and there are no vacancies, the Operator will assist You and your Representatives to identify and obtain other appropriate living arrangements in accordance with New York State’s regulatory requirements.

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

3. The Operator of the Residence is Woodland Pond, Inc., d.b.a. Woodland Pond at New Paltz. The mailing address of the Operator is 100 Woodland Pond Circle, New Paltz, NY 12561. The CEO is authorized to accept personal service on behalf of the Operator.

4. No officer or director of the Operator holds a 10% or greater equity or beneficial interest.

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.

**None**

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7. Residents shall have the right to receive services from service providers with whom the Operator does not have an arrangement.

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

9. Residents may be eligible for public funds for payment for residential supportive or home health services including, but not limited to availability of Medicare coverage of home health services under Title 18 of the federal Social Security Act (Medicare).

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 for Adult Care Facilities is 866-893-6672 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. (845) 229-4680 is the Local LTCOP telephone number. The NYSLTCOP website is [www.ombudsman.state.ny.us](http://www.ombudsman.state.ny.us).

**EXHIBIT III.A**

**SUPPLEMENTAL OR ADDITIONAL FEES**

**None other than those Ancillary Services stated in Exhibit I.C**

**EXHIBIT III.A.1**

**TIERED FEE ARRANGEMENTS**

**Enriched Housing Services - 2026**

Standard amenities of three (3) meals per day; weekly housekeeping; daily bed making; personal laundry and linen service; scheduled transportation; maintenance services; utilities; 24 hour security; and licensed nurse on duty; will be available to all residents.

**Tiered Pricing:**

Residents of Woodland Pond Enriched Housing Facility may need personal care assistance such as medication management, showering, dressing, personal grooming, etc. The tiered pricing structure has been developed so that residents only pay for the services they need.

**Basic Level Monthly Rate: \$7,564 (studio)      \$ 10,024 ( one-bedroom)**

This will provide assistance with any combination of the following:

- One (1) change of bed linens per week
- Housekeeping once per week
- Some assistance with grooming
- Medication management

**Tier Level I Base Monthly Rate: \$8,464(studio)    \$ 10,924 (one-bedroom)**

This will provide assistance with any combination of the following:

- Up to three (3) bath/showers per week
- Daily assistance with grooming
- Up to two (2) changes of bed linens per week
- Housekeeping two (2) times per week
- Medication Management
- Controlled incontinence
- Assistance with walking, transferring, stair climbing and descending stairs

**Tier Level II Base Monthly Rate: \$9,264 (studio)      \$11,724(one-bedroom)**

This will provide assistance with any combination of the following:

- More than three (3) bath/showers per week
- Daily assistance with grooming
- More than two (2) changes of bed linens per week
- Housekeeping more than two (2) times per week
- Medication Management including diabetic monitoring and insulin administration
- Assistance to manage chronic urinary or bowel incontinence
- Assistance with walking, transferring, stair climbing and descending stairs
- Assistance with durable medical equipment (i.e., wheelchairs, hospital beds, etc.)

**Tier Level III Base Monthly Rate: \$10,164 (studio)      \$12,624(one-bedroom)**

This will provide assistance with any combination of the following:

- More than three (3) bath/showers per week
- Daily assistance with grooming
- More than two (2) changes of bed linens per week
- Housekeeping more than two (2) times per week
- Medication Management including diabetic monitoring and insulin administration
- Assistance to manage chronic urinary or bowel incontinence
- Assistance with walking, transferring, stair climbing and descending stairs
- Assistance with durable medical equipment (i.e., wheelchairs, hospital beds, etc.)
- 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, including regular checks for redness and skin breakdown.

## Second Person Base Monthly Rates- 2026

Second Person Basic Monthly Rate: \$3,138

Second Person Tier Level I Base Monthly Rate: \$4,038

Second Person Tier Level II Base Monthly Rate: \$4,838

Second Person Tier Level III Base Monthly Rate: \$5,738

## Memory Care (Special Needs Assistance) Services - 2026

**Basic Level Memory Care Monthly Rate: \$10,707**

This will provide assistance with any combination of the following:

- Two changes of bed linens per week
- Daily assistance with grooming
- Housekeeping twice per week
- Up to three (3) bath/showers per week
- Medication management (except for Diabetic monitoring and insulin administration)
- Assistance to manage chronic urinary or bowel incontinence
- Assistance with walking, transferring, stair climbing and descending stairs

**Enhanced Level Memory Care Monthly Rate: \$12,907**

This will provide assistance with any combination of the following:

- More than two (2) changes of bed linens per week
- Daily assistance with grooming
- Housekeeping more than two (2) times per week
- More than 3 bath/showers per week
- Medication management including diabetic monitoring and insulin administration
- Assistance to manage chronic urinary or bowel incontinence
- Assistance with walking, transferring, stair climbing and descending stairs
- Assistance with durable medical equipment (i.e., wheelchairs, hospital beds, etc.)
- 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, including regular checks for redness and skin breakdown.

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

**Refer to Private Pay Rates 2026 in Exhibit III.A.1**

**EXHIBIT IV**

**TRANSFER OF FUNDS OR PROPERTY TO OPERATOR**

**EXHIBIT V.**

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

**Please refer to attached form DSS-3027**

**“Inventory of Resident’s Property Held by Facility for Safe Keeping”**



**EXHIBIT VI**  
**RULES OF THE RESIDENCE**

**REFER TO THE RESIDENT HANDBOOK**

## EXHIBIT VII

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

Resident's Rights and Responsibilities shall include, but not be limited to the following:

- Offer each SSI or SN 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 that 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 sleeping unit with only the resident and appropriate staff having access.
- A resident shall have the right to decorate their room to taste in compliance with all applicable local and state fire and safety codes.
- Allow you privacy in caring for your personal needs.
- Neither physically restrain you nor lock you in a room at any time.
- allow you to leave and return to the facility and grounds at reasonable hours.
- Neither require from you nor accept from you any gratuity (i.e. tip or gift) in any form for services provided or arranged for in accordance with law or regulations.

#### **You have the right:**

- To receive courteous, fair and respectful care and treatment at all times, and not be physically, mentally or emotionally abused or neglected in any manner.
- To exercise your civil rights and religious liberties and to make personal decisions, including your choice of physician, and to have the assistance and encouragement of the operator in exercising these rights and liberties.
- To have private, written and verbal communications or visits with anyone of your choice, or to deny or end such communications or visits.
- To receive and send mail or any other correspondence unopened and without interception or interference.

- To present grievances or recommendations on your own behalf, or on the behalf of other residents, to the administrator or facility staff, the State Department of Health, other government officials or any other parties without fear of reprisal or punishment.
- To join with other residents or individuals inside or outside the facility to work for improvements in resident care.
- To confidential treatment of personal, social, financial and health records.
- To have privacy in treatment and in caring for personal needs.
- To receive a written statement (admission agreement) of the services regularly provided by the operator, those additional services which will be provided if needed or requested and the charges (if any) of these additional services.
- To manage your own financial affairs including but not limited to the right to determine from whom medical services are received, provided such services are within the provider's scope of practice.
- To not be coerced or required to perform work; and if you choose work, to receive fair compensation from the operator of the facility, but must be afforded the opportunity to seek employment, volunteer and work in the greater community if they so choose.
- To have security for any personal possessions if stored by the operator.
- To have recorded on the facility's accident or incident report your version of the events leading to the accident or incident.
- To object if the operator terminates your admission agreement against your will.
- Provide to you, before or at the time of the admission interview, a copy of the admission 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 30 days advanced 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 advanced notice of the facility's intention to terminate your admission 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 admission 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; that 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 admission agreement, subject to the conditions for notice established in your Admission Agreement. The operator shall provide instructions for formally making an objection if requested by the resident.
- Guarantee that you keep from Supplemental Security Income (SSI) or Safety Net Assistance (SN) payments you receive, a personal needs allowance to buy any items the operator is not required to provide to you.
- A resident shall be provided the ability to select a private room if one is available and affordable to the resident. Residents in shared rooms shall be afforded a choice of roommates and operators shall take all reasonable steps to accommodate a resident's expressed choice.
- At all times a resident shall have their dignity preserved.

- A resident shall be permitted to engage in community life, including life outside of the facility, to the degree that the resident prefers and in full recognition of the resident's safety.
- A resident shall be afforded the right to control their own schedule and activities and have access to reasonable available foods of preference at any time.

## EXHIBIT VIII

### OPERATOR PROCEDURES:

#### Concern / Complaint Resolution:

It is the policy of Woodland Pond to recognize that when providing care to its Residents, complaints and/or grievances may arise. Woodland Pond believes that each Resident has the right to voice complaints/grievances in a confidential manner and to be assured that after receiving a complaint/grievance, Woodland Pond Administration will actively seek a resolution and keep the resident appropriately apprised of progress toward resolution.

#### PROCEDURES:

- A. A **complaint** shall mean any concern that is presented to any staff member. If resolution is not immediate, staff will follow the established Grievance Procedure.
  
- B. A **grievance** shall mean any complaint that requires investigation or follow-up within a specific department. A grievance may not necessarily be resolved immediately.
  1. Residents and/or Resident Representatives and/or family members may place a grievance or complaint verbally or in writing without fear of threat or reprisal in any form. All grievances and complaints, as well as the investigation process, are privileged and confidential information.
  2. Residents and/or person(s) filing the complaint may do so anonymously by completing a *Put It In Writing Form* and depositing that form into the locked box outside the Great Room across from the elevator. This box will be checked weekly by a designated employee of the Health Center.
  3. All anonymous grievance resolutions will be provided to our Resident Council president for discussion, and documented in the Council minutes.
  4. Complaints/grievances may relate to any aspect of a resident's care and treatment, the physical plant, facility policies and procedures or staff, and may cover issues regarding admission, transfer, discharge, room assignment, diet, laundry, or any other facility issue.
  5. Staff aware of any level of dissatisfaction from residents and/or family members should encourage them to express their concerns to the appropriate supervisory staff. Every effort should be made to reach satisfactory resolution at this level. However, if the issue is still not resolved, it is the supervisor's responsibility to assist the Resident and/or family in completing an internal Report of Concern form to be submitted to the Administrator within 24 hours.
  6. Upon receipt of a written grievance and/or complaint, the Administrator and/or designee will investigate the allegations and submit a written report of such findings to administration within 5-7 working days of receiving the grievance and/or complaint.
  7. The Resident and/or person filing the complaint/grievance will be informed verbally of the findings of the investigation, reasons for the outcome/decisions, and the actions that will be taken to correct any identified problems within 10 working days of the filing of the grievance/complaint. A written summary of the report will also be provided to the Resident and/or person who filed the initial grievance/complaint no later than 21 days after the grievance/complaint was filed.
  8. The Administrator will keep a log of these complaints, along with the outcome, in a secured location within their office.
  9. The Case Manager will function as advocate for Residents without family who cannot represent themselves. In these situations, the Social Worker will initiate the Report of Concern for the Resident. The Case Manager's role is to provide direction and support to the Resident throughout the

process. If the grievance and/or complaint made contains reasonable cause to believe that abuse has occurred, the policy for Reporting Resident Abuse shall be followed

**We are here for our residents and families. Your satisfaction and comfort are our priority!**

## **Ombudsman**

The Ombudsman acts as another advocate outside of the facility if you feel you need an impartial party's assistance to address concerns. The Ombudsman visits the facility routinely to see if the Residents are happy and if there are any concerns that need to be addressed. The Ombudsman and the Administrative staff will then work together to resolve the concerns.

**New York State Senior Citizen Hotline # (800) 342-9871**

**Ulster County Ombudsman # (845) 229-4680**

## **New York State Dept of Health Hotline Information**

Woodland Pond Administration encourages resolution of any concerns at the facility level. Please let us know of any concerns that you have and give us the opportunity for corrections/improvements. If you feel that you cannot resolve things at the facility level or with the Ombudsman, it is your right to contact the New York State Dept of Health to report your concern.

**Toll Free # (866) 893-6772.**

### **SUSPECTED RESIDENT ABUSE**

Should you suspect resident abuse, mistreatment, neglect, unsafe or unsanitary conditions, You may report such suspicions to the facility Administrator, Corporate Compliance, and/or to the NYS Department of Health.

**Corporate Compliance # (845) 334-4963**

## **ADDENDUM**

### **Consumer Information Guide for Assisted Living Residence**

#### **INTRODUCTION**

This consumer information guide will help you decide if an Assisted Living Residence is right for you and, if so, which type of Assisted Living Residence (ALR) may best serve your needs. There are many different housing, long-term care residential and community based options in New York State that provide assistance with daily living. The ALR is just one of the many residential community-based care options.

The New York State Department of Health's (DOH) website provides information about the different types of long-term care at [www.nyhealth.gov/facilities/long\\_term\\_care/](http://www.nyhealth.gov/facilities/long_term_care/). More information about senior living choices is available on the New York State Office for the Aging website at [www.aging.ny.gov/ResourceGuide/Housing.cfm](http://www.aging.ny.gov/ResourceGuide/Housing.cfm).

A glossary for definitions of terms and acronyms used in this guide is provided.

#### **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 are 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 where 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***

<b>ALR</b>	<b>EALR</b>	<b>SNALR</b>	
Provides an unfurnished 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 the staff professional, helpful, knowledgeable, and friendly?

## 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](http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf).

If you will be using private insurance or a managed care organization, contact your insurance carrier.

Veterans may wish to contact the Veterans’ Administration Health Benefits Service Center at 1-877-222-VETS or go to [www.va.gov/elig](http://www.va.gov/elig).

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 of Health. 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 directives. Making decisions about executing a will, or granting power of attorney to a significant other may be appropriate at this time.

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

## **LICENSING AND OVERSIGHT**

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

## **INFORMATION AND COMPLAINTS**

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

**Please note that the information provided is general in nature and may not apply to your specific circumstances.**

## **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. You may be medically and financially eligible for some of the services. In determining this, you may need to undergo an assessment and authorization process which may include orders from your health-care provider.

**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.