



## CONSUMER SUMMARY

### Facility Posting

|  |   |
|--|---|
| Facility Operating Certificate Name                  | Peregrine Senior Living at Clifton Park<br>Operating Certificate #: 640-F-042   |
| Full Address   | 1 Emma Lane Clifton Park NY 12065   |
| Website link Facility                                | <a href="https://peregrinecliftonpark.com/">https://peregrinecliftonpark.com/</a>   |
| Website link DOH                                     | TBD   |
| Starting rent for each license and certification     | <i>ALR/EALR/SNALR</i><br><i>Apartment Types:</i><br><i>Private Suite Deluxe with shower \$10,050.00</i><br><i>Private suite deluxe \$9765.00</i><br><i>Private Suite \$9,500.00</i><br><i>Companion suite \$7,825.00</i><br><i>Care Package 1: \$1,400.00</i><br><i>Care Package 2: \$2000.00</i><br>Please download a brochure to obtain our Community's rates sheet.  |
| Summary of Services (consistent language)            | Every Assisted Living Residence offers meals, some assistance with personal care, like bathing, dressing and grooming, medication assistance, supervision and monitoring, a program of activities, case management, housekeeping and laundry service.<br>Additional Services include: salon services, cable, phone<br>This list is a summary and not exhaustive. Additional Details can be found in the approved Residency Agreement below. |
| Cost for Additional Services – Tier billing or other | For the cost and details of the additional services and tiered billing for higher support needs, please see the approved Residency Agreement below.   |



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Clifton Park

Residency Agreement



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## **CLIFTON PARK RESIDENCY AGREEMENT**

A. This agreement is made between Peregrine Properties of Upstate, LLC. 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 1 Emma Lane, Clifton Park, NY 12065, an Assisted Living Residence known as Peregrine Senior Living at Clifton Park (“The Residence”), and as Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence, and Special Needs Assisted Living Residence.

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



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**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.**

Resident may occupy and use a private room(the “room”) identified on Exhibit I.(A) (.1). subject to the terms of this Agreement.

#### **2. Common areas.**

Pursuant to regulation at Title 18 of New York Codes, Rules and Regulations, at Section 485.149b), coupled with federal regulation at Title 42 of the Code of Federal Regulations, at Section 441.301(c)(5), for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m. you will be provided with unrestricted access to common areas Unrestricted access to the lounges and multipurpose activity rooms are available 24 hours a day.

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

Attached as Exhibit I(A)(3) and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your room.



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#### **4. Furnishings/Appliances Provided by You.**

Attached as Exhibit I (A) (4), and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your room.

Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

### **B. Basic Services**

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

#### **1. Meals and Snacks.**

The Operator shall provide three (3) nutritionally well-balanced meals per day and one (1) snack per day. The following modified diets will be available to You if ordered by Your physician and will be included in Your Individualized Service Plan: Regular Diet, Regular Diet with Diet Desserts, and Finger Food menu. Altered consistency diets may be available with medical provider orders. In addition to the these meals and snacks, food and drink are available to You 24 hours per day, 7 days a week at drink stations and upon request to staff.

#### **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 visible common area of the Residence.



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### **3. Housekeeping.**

The Operator will provide the Resident with weekly housekeeping services.

### **4. Linen Service.**

The Operator will make available as necessary to the Resident a sufficient supply of the following linens clean and in good condition: towels, washcloths; and at least one (1) pillow, one (1) pillowcase, one (1) blanket, two (2) bed sheets, and one (1) bedspread.

The Operator will wash the towels and linens at least twice a week and more often if needed. Blankets, bedspreads and other furnishings will be laundered as often as necessary. The Resident has the option of providing his or her own linens and the Operator agrees to launder any linens supplied by the Resident provided that such linens are in good repair.

### **5. Personal Laundry**

The Operator will launder the Resident's personal clothing twice a week. If the Operator deems that the Resident is capable of doing so, the Resident may elect to launder his or her own personal laundry.

### **6. Supervision on a 24-hour basis.**

The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law and required by the New York State Department of Health.



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## **7. Case Management.**

The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address your identified needs and interests.

## **8. Personal Care.**

Pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.9(g)(2), the Operator will provide a all minimum of three and three-quarter (3.75) hours per week of personal care services including:

- Wellness checks such as weight and blood pressure monitoring; and
- Basic assistance with bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), feeding, medication acquisition, storage and disposal, assistance with self-administration of medication.

## **9. Development of Individualized Service Plan**

The Operator will develop, monitor, and update as necessary an Individualized Service Plan for the Resident, specifying the services deemed necessary to meet the Resident's needs and wishes. Such Service plan shall meet applicable New York State Codes, Rules, and Regulations for a licensed Adult Home Program, Assisted Living Residence, Special Needs Assisted Residence and Enhanced Assisted Living Residence. The initial Individualized Service Plan will be developed in conjunction with the Resident's



at Clifton Park physician and will be updated every 6 months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs. .

### **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, supplemental or community fee from The Operator directly or through arrangements with The Operator. Such exhibit states who would provide such services or amenities, if other than The Operator.

### **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.



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## **III. Fees**

### **A. Basic Rate**

#### **1. 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 for the program you are entering, as of the date of this agreement, is

\$\_\_\_\_\_ per month, as is summarized in [Exhibit III.A.](#) The daily rate is \$\_\_\_\_\_ per day calculated at Your monthly rate x 12 months divided by 365 days.

Additional fees may apply as noted below in [Exhibit III.A.](#)

Your total monthly cost is \$\_\_\_\_\_ / month

#### **2. Tiered Fee Arrangements**

Any "Tiered" fee arrangements, in which the fee depends on the types of services provided, the number of hours of care provided per week for some type of service, and the fees for each 'tier' of care, are set forth in detail in [Exhibit III.A](#) and made part of this Agreement. Such exhibit describes the types of services provided, the fees for each 'tier' of care, and describes who will be providing care, if other than staff of the Operator.



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## **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 monthly Basic Rate.

Supplemental Fees 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.

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, and any terms regarding refunds and any additional conditions regarding the 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.

**(See Exhibit III.B)**

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

## **C. Rate or Fee Schedule.**

Attached as Exhibit III.A and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Move In 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.



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

The Operator shall provide the Resident or the Resident's Representative a monthly billing statement on or about the 20<sup>th</sup> day prior to the beginning of the billing month, specifying the Basic Monthly Fee, charges for Personal Care Services, if any, per the Tiered Fee schedule (Exhibit III.A), charges for optional additional services incurred by the Resident, if any, and the Enhanced Assisted Living Residence Fee if any. Payment is due by the 1<sup>st</sup> day of each month and shall be delivered or mailed to:

Peregrine Senior Living at Clifton Park

1 Emma Lane.,

Clifton Park, NY 12065

Upon execution of this Agreement, the Resident shall be billed the pro-rated amount for the number of remaining days in the current month of admission and for the first full month of residency. All months thereafter will be the full monthly service fee rate as stated above.

The Operator reserves the right to apply a late fee equal to \$100 for payment received after the 5<sup>th</sup> of the billed month with \$10 per day additional fee accrued until payment is received provided, however, that 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 in the event that such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction or unless otherwise agreed to by the parties. This additional fee will be included in the next billing cycle invoice. In the event that the Resident, the Resident's Representative, or the Resident's Legal Representative is no longer able to pay for services provided in this agreement or additional services or care needed by You, the



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Operator may decide to terminate the Residency Agreement in accordance with the provisions regarding termination of the agreement set forth 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 Move In Fee is a one-time fee, there can be no subsequent increase in a Move In 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 this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than a forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express Written order of Your primary physician, the Operator may, through an amendment to the Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.
5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.



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## **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 \$ \_\_\_\_\_ per day (calculated at a prorated daily rate based on your monthly rent) with the total daily rate for a one-month period not to exceed the established monthly rate. The length of time the space will be reserved is sixty (60) days. 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 the time of Your discharge, but in no case more than three business days after You leave the Residence, The Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. 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 proportion, any advance payment(s) which You have made.

If You die, The Operator must turn over Your property to the legally authorized representative of Your estate. If You die without a will and the whereabouts of Your next-of-kin is unknown, The Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of Your estate.



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## **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 the items given to be transferred. Such listing is attached as Exhibit V. 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 You.**

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 responsibility of such custody, The Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit VI. of this Agreement.

## **VII. Fiduciary Responsibility**

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

## **VIII. Tipping**

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



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## **IX. Personal Allowance Accounts**

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH 5195) with You or Your Representative. 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 he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

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

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



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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 an 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 skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, The Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if The Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
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



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(b) chronically required 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 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 XI, and made a part of this Agreement are the Rules of the Residence. By signing this agreement, You and Your representatives agree to obey all reasonable Rules of the Residence.

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

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

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payments are 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



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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:  
Section A: 1 thru 6 that are not performed by the Resident.

C. The Resident's Legal Representative, if any shall be responsible for the following:  
Section A 1 thru 6 that are not performed by the Resident.

### **XIII. Termination and Discharge.**

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

- A. By mutual agreement between You and The Operator;
- B. Upon thirty (30) days' notice from You or Your Representative to The Operator of Your intention to terminate this Agreement and leave the Residence;
- C. 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.

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;



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2. Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You, Your Representative, or Your Legal Representative fail to make timely payment for all authorized charges for The Operator services including use and occupancy of the premises, materials, equipment, and food which the Resident has agreed to pay under the terms of this Agreement. If Your failure to make timely payment results 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 (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You, Your Representative, or Your Legal Representative agree to cooperate with such efforts by The Operator to obtain such public 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 its 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 elects to terminate the Residency Agreement for any of the reasons stated above, The Operator shall provide You written notice of termination and discharge, which must be at least thirty (30) days after delivery of notice, specifying the reason(s) for



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termination, and providing a statement of Your right to object along with a list of free legal advocacy resources approved by the New York State Department of Health.

You may object to The Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, The Operator, in order to terminate, must initiate a special proceeding in court. You shall 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 the You.

Both You and The Operator are free to seek any other judicial relief to which they may be entitled. In the event The Operator is seeking to transfer or discharge You, The Operator must assist 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 evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30) days' notice or court review for the following reasons:

- A. When You develop a communicable disease, medical or mental condition, or sustains an injury such that continual skilled medical or nursing services are required;



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- B. Your behavior poses an imminent risk of death or serious physical injury to You or others; or
- C. 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 termination of this Residency Agreement, The Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been transferred. If such hand delivery is not possible, then 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 A and B 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.

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

Attached as Exhibit XV 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.

## **XVI. Complaint Resolution**

The Operator's procedures for receiving and responding to the Resident grievances and recommendations for change or improvement in the Residence's operations and programs are



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attached as Exhibit XVI 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 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.



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## **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 Operator or The Operator's Representative)

### **(Optional) Personal Guarantee of Payment**

\_\_\_\_\_  
personally guarantees payment of charges for Your Basic Rate.

\_\_\_\_\_  
personally guarantees payment of charges for the services, materials or equipment, provided to You, that are not covered by the Basic Rate and are noted in Exhibit III (C)

\_\_\_\_\_  
(Date)

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

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



at Clifton Park

**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)



at Clifton Park

### **SNALR Addendum**

**See signed SNALR Addendum attached to, and made a part of, this Residency Agreement**



at Clifton Park

### **EALR Addendum**

**See signed EALR Addendum attached to, and made a part of, this Residency Agreement**

**EXHIBIT**

**I.A.1. Identification of Room**

The selected room number \_\_\_\_\_ is located on the \_\_\_\_\_ floor and is provided subject to the terms of this Agreement.

**EXHIBIT**

**I.A.3. Furnishings/Appliances Provided by The Operator**

As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes, Rules, and Regulations, the Operator will provide you with:

- a standard, single bed in good repair, and equipped with:
  - (a) clean springs maintained in good condition;
  - (b) a clean, comfortable, well-constructed mattress, standard in size for the bed; and
  - (c) a clean comfortable pillow of average bed size.
- a chair,
- a lamp,
- curtains, shades or blinds for each window;
- lockable storage facilities for personal articles and medication which cannot be removed at will if the individual room or room is not equipped with a lock;
- individual dresser and closet space for the storage of resident clothing;
- table;
- a hinged, lockable entry door;
- in the case of shared bathrooms, a hinged, lockable bathroom door to ensure privacy;
- household linens including, at a minimum, a pillow, a pillowcase, two sheets, at least one blanket, a bedspread, towels and washcloths; and
- household supplies and equipment including soap and toilet tissue.

## EXHIBIT

**I.A.4. Furnishings and Appliances Provided By You**

Residents are permitted to bring any of the items below. Those that you provided are identified with a checkmark.

|   |   |
|---|---|
| <input type="checkbox"/> a. bed                         | <input type="checkbox"/> k. dishes, glasses, utensils |
| <input type="checkbox"/> b. nightstand                  | <input type="checkbox"/> l. table                     |
| <input type="checkbox"/> c. chest of drawers            | <input type="checkbox"/> m. toilet tissue, soap       |
| <input type="checkbox"/> d. lamp(1 or 2)                | <input type="checkbox"/> n. other _____               |
| <input type="checkbox"/> e. easy chair                  |   |
| <input type="checkbox"/> f. bed linens/pillow/bedspread |   |
| <input type="checkbox"/> g. bath linens                 |   |
| <input type="checkbox"/> h. non-skid bath mat           |   |
| <input type="checkbox"/> i. shower curtain              |   |
| <input type="checkbox"/> j. wastebasket                 |   |

Items that are **NOT ALLOWED** for safety reasons include, but not limited to:

|  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Area rugs</li> <li>• Candles, incense, Potpourri burners, Essential oil diffusers, Air fresheners</li> <li>• Hot plates, Heating pads, heating blankets, space heaters</li> <li>• Needles (i.e. crochet, sewing, pins, injectable, etc.) (Knitting/crochet needles may be stored with our Activities department)</li> <li>• Firearms/weapons of any kind/knives</li> <li>• Blow dryers, curling irons, flat irons or hot rollers</li> <li>• Curtains made from material that is NOT a fire retardant material</li> <li>• Narcotics/illegal drugs</li> </ul> | <ul style="list-style-type: none"> <li>• Expensive jewelry</li> <li>• Peroxide/rubbing alcohol/Band-Aids</li> <li>• Tools/Scissors</li> <li>• Flammable liquids ex. Nail Polish remover</li> <li>• Food cannot be kept in resident's rooms. Any food brought in must be given to staff to store in locked cabinets or refrigerators</li> <li>• Medication of any type, including over-the-counter. All medications must be kept in the community medication carts. This includes vitamins, antacids, cough drops and medicinal creams</li> <li>• Extension cord, multiple adaptor, 3-way plug</li> </ul> |
|--|--|

EXHIBIT I.C.

**EXHIBIT  
I.C. Additional Services/Amenities Available**

The following services, supplies or amenities are available from The Operator directly or through arrangements with The Operator for the following additional charges which will be reflected in your monthly invoice after the service is provided:

| ITEM   | Paid for By |          |
|--|-------------|----------|
|  | COMMUNITY   | RESIDENT |
| Clothing Purchase & Repairs                          |             | X        |
| Activities Supplies                                  | X           |          |
| Dry Cleaning (Per item charge) *                     |             | X        |
| Linen (No Charge)                                    | X           |          |
| Laundry (No Charge)                                  | X           |          |
|  |             |          |
| Personal Toiletries                                  |             | X        |
| Replacement Lock & Key upon Resident's request       |             |          |
| - Door \$ 7.00                                       |             | X        |
| - Wall cabinet \$2.00                                |             | X        |
| - Key fabrication \$10.00                            |             | X        |
|  |             | X        |
| Guest Dining:  |             |          |
| \$3.00 Breakfast                                     |             | X        |
| \$5.00 Lunch   |             | X        |
| \$7.00 Dinner  |             | X        |
| Catering – Prices quoted upon request when available |             | X        |
| Telephone Service & Long-Distance Calls              |             | X        |
| Salon Services                                       |             | X        |
| Cable/TV   |             | X        |

**EXHIBIT  
I.D. Licensure/Certification Status of Providers**

At this time there are no providers offering home care or personal care services under any arrangement with The Operator. We will, however, make every effort to assist our Residents with obtaining from outside providers, any home care or personal services they may desire.

**EXHIBIT II**

**II Disclosure Statement**

The Operator, ("The Operator") as operator of Peregrine Senior Living at Clifton Park ("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 1 Emma Lane., Clifton Park NY 12065, an Adult Home as well as Assisted Living Residence.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs 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 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.

## EXHIBIT II

The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of 20 persons.
- b. Special Needs Assisted Living services for up to a maximum of 64 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 Special Needs Assisted Living programs.

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services, or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living 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.

Following is a list of other health related licensure or certification status of The Operator or others providing services at Peregrine Senior Living at Clifton Park: **NONE**

## EXHIBIT II

3. The owner of the real property upon which the Residence is located is:

VS Peregrine Leaseco LLC  
C/O Valstone Asset Management  
260 East Brown Ave. Suite 250  
Birmingham, MI 48009

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

Mark Farchione  
c/o Peregrine Senior Living  
217 Montgomery St. Syracuse, NY 13202

4. The Operator of the Residence is:

Peregrine Properties of Upstate LLC  
c/o Peregrine Senior Living  
217 Montgomery St. Syracuse, NY 13202

The following individual is authorized to accept personal service on behalf of The Operator:

Mark Farchione  
c/o Peregrine Senior Living,  
217 Montgomery St. Syracuse, NY 13202

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. The Operator fully supports the resident's right to choose to receive services from service providers with whom The Operator does not have an arrangement.

## EXHIBIT II

8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Public funds may be available for payment of residential, supportive or home care services, including, but not limited to, Medicare coverage of home health services.
10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 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.  
The Local LTCOP telephone number is 518-372-5667  
The NYSLTCOP web site is [www.ltcombudsman.ny.gov](http://www.ltcombudsman.ny.gov).

**Exhibit III.A**  
**III.A. Tiered Fee Arrangements**

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (*if applicable*), ambulation (if applicable), transferring (if applicable) meal supervision, medication acquisition, storage and disposal, and assistance with self- administration of medication.

As an Adult Home Resident, You will be provided up to three and three-quarter (3.75) hours per week of Personal Care, as provided by reminders, cuing, supervision and occasional physical assistance. Frequent or consistent need for greater than 3.75 hours per week of assistance with ADLs: bathing, grooming, dressing, toileting (*if applicable*), ambulation (if applicable), transferring (if applicable) meal supervision, medication acquisition, storage and disposal, and assistance with self-administration of medication may require additional care packages and fees.

Tiered fees are determined by a comprehensive evaluation by a trained representative of the licensed Community, in consultation with Your physician, and will be performed during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. If the comprehensive evaluation indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Care Package for your level of care and you will be required to pay the associated additional Care Package fees. Although some of the services You require may necessitate admission to the Enhanced Assisted Living Residence (EALR), there is no additional fee beyond that of the care package for which you qualify.

| <b>Room</b>                          | <b>Basic Rate</b> | <b>Care Package 1</b>                     | <b>Care Package 2</b>                      |
|--------------------------------------|-------------------|---|--|
| <b>Private</b>                       | To be determined  | + \$1,400.00<br><b>Total Charge:</b>      | + \$2,000.00<br><b>Total Charge:</b>       |
| <b>Private Deluxe without shower</b> | To be determined  | <b>+\$1400.00</b><br><b>Total Charge:</b> | <b>+\$2,000.00</b><br><b>Total Charge:</b> |
| <b>Private Deluxe with Shower</b>    | To be determined  | <b>+\$1400.00</b><br><b>Total Charge:</b> | <b>+\$2,000.00</b><br><b>Total Charge:</b> |

**Exhibit III.A**

|                     |                  |                                      |                                      |
|---------------------|------------------|--------------------------------------|--------------------------------------|
|                     |                  |                                      |                                      |
| <b>Semi-private</b> | To be determined | + \$1,400.00<br><b>Total Charge:</b> | + \$2,000.00<br><b>Total Charge:</b> |

**Exhibit III.A**

| <b>Basic Rate Package (see Section IB above for details of services)</b> |  |  |
|--|--|--|
| 1.   | <b>Three Meals and Snacks Daily</b><br>(Additional drinks and snacks are available 24 hours/day, 7 days a week.) |  |
| 2.   | <b>Laundry</b>   |  |
| 3.   | <b>Housekeeping</b>  |  |
| 4.   | <b>Activity Programming</b>  |  |
| 5.   | <b>Case Management</b>   |  |
| 6.   | <b>Personal Care Assistance (minimum of 3.75 hours per week)</b>   |  |
|  | Showers/Bathing  | Reminding, Cueing with occasional standby supervision and Physical assistance  |
|  | Dressing and Grooming  | Reminding, Cueing with occasional standby supervision and Physical assistance<br>Including assistance, Shaving, Oral Care, Hair Care, Layout/Selection of Clothing and Compression Stockings |
|  | Toileting/Incontinence Care  | Reminding, Cueing with standby supervision and occasional Physical assistance  |
| 7.   | <b>Medication Assistance</b>   |  |
|  | Self-Medication  | Self-managed Supervision and/or Reminders  |
|  | Assistance with Routine Oral Medications   | Assistance by staff with self-medications  |
|  | Self-managed Eye Drops, Ear Drops, Nasal Sprays, Inhalers, Glucose Finger Stick Testing, etc.                    | Self-managed Supervision and/or Reminding, Cueing with occasional standby supervision and Physical assistance with self-medication   |
|  | Injections   | Reminding, Cueing with occasional standby supervision  |
| 8.   | <b>Supervision and Safety</b>  |  |
|  | Safety Checks by Staff   | At least once per Shift or as needed   |
| 9.   | <b>Medical Equipment</b>   |  |
|  | Urinary Catheter Care  | Self-managed Supervision and/or Reminders  |
|  | Colostomy Care   | Self-managed Supervision and/or Reminders  |
|  | Oxygen, BiPAP/CPAP   | Self-managed Supervision and/or Reminders  |
|  | Nebulizers   | Self-managed Supervision and/or Reminders  |

## Exhibit III.A

### Care Package 1

|   |   |
|---|---|
| <b>1. Basic Rate Services as Listed (Items 1-9) plus</b>  |   |
| <b>2. Personal Care Assistance</b>  |   |
| Showers/Bathing   | Frequent standby supervision and Physical Assistance by Staff   |
| Dressing and Grooming   | Frequent standby supervision and Physical Assistance by Staff with Shaving, Oral Care, Hair Care, Layout/Selection of Clothing  |
| Toileting/Incontinence Care   | Frequent standby supervision with Physical Assistance by Staff on a q2hr incontinence Toileting Schedule  |
| <b>3. Assistance with Transfers &amp;/or Ambulation</b>   |   |
|   | <ul style="list-style-type: none"> <li>◆ one person physical assistance with transferring and/or walking/mobility and/or gait belt support and/or climbing or descending stairs;</li> </ul>   |
| <b>4. Medication Assistance</b>   |   |
| Assistance with Eye Drops, Ear Drops, Nasal Sprays, Inhalers, Glucose Monitoring, Topical Medications | Continuous Cueing or Assistance with self-medication  |
| Suppositories/Enemas  | <ul style="list-style-type: none"> <li>◆ Periodic (less than weekly) Assistance by Nursing Staff as Needed</li> </ul>   |
| RN Direction for PRN Medications  | <ul style="list-style-type: none"> <li>◆ Periodic Need (less than weekly) for RN review and approval for staff to assist with self-administration of a PRN Medications</li> </ul>   |
| Injections  | Administration by a Nurse   |
| <b>5 Medical Equipment</b>  |   |
| Urinary Catheter Care   | <ul style="list-style-type: none"> <li>◆ Assistance with Emptying, Cleaning, and Changing Drainage Bag</li> </ul>   |
| Colostomy Care  | <ul style="list-style-type: none"> <li>◆ Assistance with Emptying, Cleaning, and Changing Drainage Bag</li> </ul>   |
| Oxygen, BiPAP / CPAP  | <ul style="list-style-type: none"> <li>◆ Less than Continuous Use or at Bedtime Only</li> </ul>   |
| Nebulizers  | <ul style="list-style-type: none"> <li>◆ Periodic Assistance by Staff with set-up and cleaning</li> </ul>   |
| <b>6. Skilled Nursing</b>   |   |
| Periodic, On-going RN Assessment  | <ul style="list-style-type: none"> <li>◆ Assistance by RN Staff as Needed (i.e. Required for Medical Conditions such as CHF, COPD, or Brittle Diabetes, monitoring of medical condition with physician reporting and need for therapeutic adjustment, Refractory Pain Control, etc.)</li> </ul> |
| Dressing Changes  | <ul style="list-style-type: none"> <li>◆ Non-complicated Treatments Daily or Less Frequent for a Duration &gt; than 2 weeks</li> </ul>  |

### Exhibit III.A

| Care Package 2  |   |
|---|---|
| <b>1. Basic Rate Services as Listed (Items 1-9) and Care Package 1 services plus</b>                    |   |
| <b>2. Personal Care Assistance</b>  |   |
| Showers/Bathing   | ◆ Continuous standby with physical assistance by Staff  |
| Dressing and Grooming   | ◆ Continuous standby with physical assistance by Staff  |
| Toileting/Incontinence Care   | ◆ Continuous standby with physical assistance by Staff  |
| <b>3. Assistance with Transfers &amp;/or Ambulation</b>   |   |
|   | ◆ Physical Assistance of One Staff or Physical Assistance of 2 Staff for Imbalance and/or Safety for Short-term Situations  |
| <b>4. Medication Assistance</b>   |   |
| Assistance with Eye Drops, Ear Drops, Nasal Sprays, Inhalers, Suppositories/Enemas, Topical Medications | ◆ Administration by nursing staff   |
| RN Direction for PRN Medications  | ◆ Routine Assistance by Nursing Staff as Needed<br>Frequent Need for RN Direction of PRN Medications  |
| Injections  | Administration by a Nurse > 2/day   |
| <b>5. Medical Equipment</b>   |   |
| Oxygen  | ◆ Continuous Use requires assistance  |
| Nebulizers  | ◆ Continuous assistance by Staff with set-up and cleaning   |
| <b>6. Skilled Nursing</b>   |   |
| Frequent, On-going RN Assessment  | ◆ Assistance by RN Staff Weekly or More Frequently (i.e. Required for Medical Conditions such as CHF, COPD, or Brittle Diabetes, monitoring of medical condition with physician reporting and need for therapeutic adjustment, Refractory Pain Control, etc.) |
| Dressing Changes  | ◆ Daily or More for a Duration  |

- ◆ If you require any of these services you will be required to be admitted to an Enhanced Assisted Living Residence bed but with **no additional cost beyond that which you are paying for the care package that has been determined to meet your needs.**

**NOTE:** As this Community is a Memory Care Community, you are required to sign a Special Needs Assisted Living Residence Addendum but with **no additional cost beyond that which you are paying for the care package that has been determined to meet your needs.**

**Exhibit III.A**  
**III.A.1 Resident Summary of Charges**

**Property Name:** \_\_\_\_\_ **Date:** 06/15/23

**Admission:** \_\_\_\_\_ **Discharge:** \_\_\_\_\_ **Change:** \_\_\_\_\_

**Resident Name:** \_\_\_\_\_ **Effective Date\*\*:** \_\_\_\_\_

\*\*The day to start or last day to bill

**Social Security #:** N/A

**Date:** 06/15/23

**Room #:** \_\_\_\_\_ **Room Type\*\*:** \_\_\_\_\_ **Total Monthly Fee:** \$0.00  
\*\*MCP/ALP=Private ALC/MCC=Shared

**Level of Care:** \_\_\_\_\_

**Prorate Rent Calculation:**

| <b># of days rent is to be charged:</b> | <b>Application/Community Fees:</b> |                                       |                      |
|---|------------------------------------|---------------------------------------|----------------------|
|   | <i>/365 =</i>                      | <i>x the # of days to be billed =</i> |                      |
| <b>MONTHLY CHARGES:</b>                 | <b>Monthly Rate</b>                | <b>Daily Rate</b>                     | <b>Prorated Rent</b> |
| Basic Room Rate:                        | \$0.00                             | \$0.00                                | 0                    |
| Level of Care :                         | \$0.00                             | \$0.00                                | 0                    |
| Other(split LOC's, etc.):               | \$0.00                             | \$0.00                                | 0                    |
|   | \$0.00                             | \$0.00                                | 0                    |
|   | \$0.00                             | \$0.00                                | 0                    |
| <b>Total Monthly fee Due:</b>           | <b><u>\$0.00</u></b>               | <b><u>\$0.00</u></b>                  | <b><u>\$0.00</u></b> |

We, the undersigned, understand and agree to the foregoing monthly Assisted Living Residence charges:

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)

## **Exhibit III.B**

### **III.B. Supplemental, Additional or Move In Fees**

The Operator charges a one-time Move In Fee of \$ 2500.00. The Fee must be paid upon signing this agreement. The Community Fee is entirely refundable if Resident does not move into the Residence. Once the resident is admitted to the Residence the Fee is non-refundable

A Resident may choose whether to accept the Move In Fee as a condition of the residency in the Residence or reject the Move In Fee and thereby reject residency at the Residence.

See Exhibit I.C. for full disclosure of all additional services and amenities.

### **III.C. Enhanced Assisted Living Residence (EALR) Services**

In addition to receiving the Basic Assisted Living Residence services identified in Subsection I: Basic Care Package of EXHIBIT III.A the Enhanced Assisted Living Resident will receive Enhanced Assisted Living Residence Services as checked off below.

**Enhanced Assisted Living (EALR) Services includes one or more of the following:**

**(Check all that are applicable)**

- one person physical assistance with transferring;
- one person physical assistance with walking/mobility;
- gait belt Support
- physical assistance with climbing or descending stairs;
- assistance with medical equipment to include oxygen, continuous positive air pressure machine (C-PAP/BiPAP), ostomy and catheter.
- administration of PRN medications
- assistance with non-sterile clean bandage.
- administer:
  - Topical Medications
  - Eye Drops
  - Ear Drops
  - Nasal Sprays
  - Inhalers
  - Suppositories and
  - Enemas
- nebulizer set-up and assistance
- periodic or On-going Skilled Nursing Assessments
- full physical assistance with bathing
- full physical assistance with dressing and grooming; and
- full physical assistance with toileting and hygiene support with unmanaged incontinence as necessary.

**EXHIBIT**  
**V. Transfer of Funds or Property to Operator**

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

Items given to be transferred:

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

This listing shall include any agreements made by third parties for Your benefit.

EXHIBIT VI

**EXHIBIT**

**VI. Property/Items Held By the Operator for You**

A NYS form is provided for listing all resident's property held by The Operator.

Attached Form DOH 5194.



EXHIBIT XV

**EXHIBIT  
XI. House Rules**

**Peregrine Senior Living at Clifton Park  
Assisted Living Residency**

**Staff Directory**

**Title**

Administrator: Heidi Hayes

Business Office Director : Carolyn  
Mannatto

Resident Care Director/ Case Manager:  
Laura Gaston

Resident Care Coordinator: Kelly Gaynor

Director of Dining Services: Luke Johnson

Director of Maintenance : Scott Batchelder

Director of Activities: Michael Vyent

Community Relations Director: Patricia  
Bevevino



## EXHIBIT XV

### Dining Services

Each dining period provides a resident with a one-hour range of time to be seated and order from the menu. The dining staff will seat you at your table of choice. The dining room hours are listed below:

**Breakfast: 8:00 am and 8:15am**

**Lunch: 12:00pm and 12:15pm**

**Dinner: 5:00pm and 5:15pm**

**Evening Snack – 6:00 p.m.-Staff can provide as necessary**

Other food items are available for any in-between-meal snacks or drinks. Please ask an employee for assistance. They are accessible 24 hours a day, seven (7) days a week.

### Dining Guests

Guests are welcome to dine with you in our dining room.

- We would request as much advance notice as possible. For large parties, advance notice is required. (Please contact the Dining Director at extension 115)
- A guest meal will be charged to your account once you have signed the dining authorization form.
- Dining charges for guest meals: Breakfast - \$3.00  
Lunch - \$5.00  
Dinner - \$7.00

Peregrine Senior Living at Clifton Park is happy to cater any family event and set your party up in one of our social area as permitted. Please contact the Dining Director to discuss options.

### Prescribed Diets

All diets and menus are approved by our Dietician and meet current nutritional requirements.

The following diets are available and are provided per your doctor's order:

- Regular
- Regular with Diet Desserts
- Finger Food

  

- Your doctor has determined whether you will self-monitor your diet or you will require assistance to monitor your diet. If you are receiving assistance to monitor your diet, a menu specific to your prescribed diet will be provided at each meal.
- Consumption of food and fluids will be charted for each meal.

Your doctor has prescribed your diet specifically for you based on your nutritional and health requirements. We kindly ask that you follow your diet and if you have any questions or concerns, please contact our Resident Services Department.



## EXHIBIT XV

### **ROOM ITEMS (Electrical & Miscellaneous Appliances)**

Peregrine Senior Living at Clifton Park is a licensed Assisted Living Residence and operates within the regulations required by the New York State Department of Health. Please review the following information:

#### **All rooms may utilize the following items:**

- ◆ Power strip Must be UL Listed; have a built-in ground fault interrupter or circuit breaker; limited in cord length, not to exceed 6 feet long; must be plugged into an approved receptacle (a wall outlet of the three-pronged grounding type with no intermediate adaptor); and limited to one per room. use only 4 of the 6 outlets
- ◆ Lamp(s), television(s), radio/stereo(s)

#### **The following are prohibited:**

- ◆ Extension cord, multiple adapter, 3-way plug
- ◆ Electric space heater
- ◆ Candles and potpourri burner
- ◆ Hot pot, toaster and toaster oven
- ◆ Iron

**All electrical items, i.e. lamps, fans, power strips, coffee maker, hair dryer, and/or any other electrical item will require inspection by the maintenance department prior to usage.**

The NYS Department of Health conducts regular inspections of all state licensed adult care facilities communities, which also includes residents' rooms. Violations and fines may be imposed upon any community that is not compliant with the regulations. Your cooperation in helping us to maintain our compliance is appreciated.

If we can be of assistance in suggesting alternative items to assist you, please contact the Director or Maintenance Director.

### **Housekeeping**

All residents are requested to keep their rooms neat and free from clutter.

Housekeeping staff will provide the following daily services:

- Empty trash
- clean any necessary areas in the room.

Weekly, you will receive scheduled housekeeping services such as dusting, vacuuming and general cleaning in the following areas:

- Bedroom, living room, bathroom.



## EXHIBIT XV

- Refrigerator maintained by resident care managers.

### Telephone

- Residents must set up the service with the provider of their choice, who will send monthly statements.
- Long distance telephone service is available through your local carrier.
- Please contact Your preferred provider and make arrangements prior to move-in day..

In the event the resident chooses not to have phone service in their room, Peregrine Senior Living at Clifton Park will allow telephone use of its services during business office hours. Please contact the business office to arrange for such an accommodation.

### Television

- Each room is wired for cable access and residents are required to provide their own television.
- Basic cable and internet services for computer use is to be set up by residents and their representative if pertinent and they are financially responsible.
- Cable customization charges (i.e. digital, HBO, Cinemax) are also the resident's responsibility.

### Transportation

1. Transportation is not provided by the community for any purpose.

## Medications

The New York State Department of Health requires all medications to be accompanied by a written doctor's order prescribing the dosage and frequency. A doctor's order is required for the following:

- prescribed medications.
- all over-the-counter medications.
- medicated creams and eye drops.
- vitamins, minerals and herbs.

## Medication Assistance

- Trained medication staff will bring your medications to your room. If you are not in your room at that time, our staff will locate you to be certain that you do not miss your medication.
- Most medications are taken one, two or three times per day.
- Certain medications are required before meals or after meals and/or throughout the nighttime hours. These medications will be brought to your room at the required time.

## Packed Medications

- If you will be out of the building for a period of time and you would miss your medication, we can pack your medication to take with you.
- Packing medications is time-consuming and we kindly request that you notify the Resident Services Office in advance with the date and time of your expected departure.

## Doctor Preference and Appointments

- You may retain your own doctor or choose TO BE DETERMINED, a medical group consisting of a Physician and Nurse Practitioners who will provide convenient on-site services by appointment.
- Supportive TO BE DETERMINED will visit our community at minimum monthly and also on an as-needed basis by appointment. If you decide to and select TO BE DETERMINED, please contact the staff at the Resident Services Office or the Case Manager and they will schedule an appointment for you. These are at the resident's option.
- Dr. TO BE DETERMINED is our community's podiatrist available on a regular basis by appointment. At your option you can schedule an appointment by contacting the staff in the Resident Services Office.
- TO BE DETERMINED Diagnostic Laboratories will provide lab service in the privacy of your room, should your physician order lab tests. This is at the resident's option.



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- If you have an appointment to see your own doctor or doctor(s), please stop at the Resident Services Office to obtain a medical consultation form so your doctor can inform us in writing of any changes that have occurred or medications that have been changed.
- The medical consult is a tool used to provide communication from your medical provider to us
- It is essential that this tool be returned to the Wellness Room to ensure appropriate communication. This is at the resident's option.

NOTE: All residents are required to participate in disaster and emergency planning including quarterly fire drills and an annual total evacuation exercise

## **XV Resident Rights and Responsibilities**

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

- (a) Every resident's participation in assisted living shall be voluntary, and prospective residents shall be provided with sufficient information regarding the residence to make an informed choice regarding participation and acceptance of services;
- (b) Every resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed;
- (c) Every resident shall have the right to have private communications and consultation with his or her physician, Attorney, and any other person;
- (d) Every resident, resident's representative and resident's legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residence's staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the residence to work for improvements in resident care;
- (e) Every resident shall have the right to manage his or her own financial affairs;
- (f) Every resident shall have the right to have privacy in treatment and in caring for personal needs;
- (g) Every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;
- (h) Every resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as-needed basis;
- (i) Every resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by The Operator or any person affiliated with 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



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consequences of such actions, provided that The Operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a resident who has been fully informed of the consequences of such refusal;

- (m) Every resident and visitor shall have the responsibility to obey all reasonable regulations of the residence and to respect the personal rights and private property of the other residents;
- (n) Every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident in any report of such accident or incident;
- (o) Every resident shall have the right to receive visits from family members and other adults of the resident's choosing without interference from the assisted living residence;
- (p) Every Resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, providing additional services to a Resident shall not be considered a fee increase pursuant to this paragraph: and.
- (q) Every resident of an assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have a right to be informed by The Operator, by a conspicuous posting in the residence, on at least a monthly basis, of 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.

## XVI Resident Grievances and Recommendations

It shall be the policy of The Residence, to respond to any grievance voiced by a resident and/or their representative, without fear of reprisal or punishment.

In the event a resident and/or resident's representative has a grievance, the following steps should be taken:

1. Resident and/or resident's representative should discuss the complaint with a staff person.
2. If unable to resolve the grievance with a staff person, the resident and/or their representative should request to speak with a supervisor.
3. If unable to resolve the grievance with step two, the resident and/or their representative should request to speak with the Administrator or designee. The Administrator or designee's hours of work are Monday through Friday 8:30 a.m. to 4:30 p.m., and the receptionist can assist you with a meeting if so desired.

If the Administrator or designee is not in the building or is not available, the grievance can then be submitted in writing to the Administrator or designee by dropping them into the secured suggestion box in the reception area. The Administrator or designee shall respond within three (3) days of receipt of the complaint by contacting the resident and/or representative to meet at a mutually agreed time to discuss the complaint. After the complaint has been addressed, the Administrator, or designee, will then state, in writing, the outcome of the meeting and submit directly to the resident and/or representative.

4. If unable to resolve the grievance with step three, the written grievance and the written response by the Administrator or designee shall be forwarded by mail to the Director of Operations for Peregrine at 217 Montgomery Street, Syracuse, NY 13202. The Director of Operations shall respond within seven (7) days of the receipt of the complaint.

5. If the grievance cannot be resolved and no resolution is apparent, the grievance may then be filed with the local ombudsman. A Residence representative shall assist the resident and/or representative in forwarding the written grievance to the ombudsman at:

The New York State Long Term Care Ombudsman Program (NYSLTCP) toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident.

The Local Ombudsman telephone number is 518-372-5667

The Ombudsman web site is [www.ltombudsman.ny.gov](http://www.ltombudsman.ny.gov).



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6. If at any time a resident wishes to submit their grievance or recommendation to Peregrine Senior Living at Clifton Park but wishes to remain anonymous, they may drop their written Grievance/Complaint information or form into the Peregrine Health Management suggestion box located in the front of the building. (Forms are available in the front lobby.) All anonymous grievances and/or recommendations submitted to the suggestion box, will be addressed and discussed at the monthly Resident Council Meeting as will all resolutions or actions taken pertaining to anonymous grievances and/or recommendations.
7. The monthly Resident Council Meeting will act as the catalyst for residents to openly participate in planning for changes and/or improvements in the operation of Peregrine Senior Living at Clifton Park.
8. For the communities that focus on specifically dementia residents, a family council meeting will be established so representatives can communicate concerns and issues.
9. Submissions of grievances and/or recommendations will be kept confidential including the identification of staff to whom grievances and recommendations have been made.



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## **XVII Grievance/Complaint Form**

This form may be used to document a grievance/complaint, concern and/or a recommendation. Any and all names and/or parties documented on this form will be held in strict confidence. When completed return to the receptionist.

Nature of Complaint \_\_\_\_\_

Complainant's Name:

Address: \_\_\_\_\_

\_\_\_\_\_ Telephone #: \_\_\_\_\_

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



## EXHIBIT XVIII

# XVIII Consumer Information Guide: Assisted Living Residence

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### **G. 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 on pages 10 and 11.

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

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

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

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

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



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### **I. 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.

### **J. 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.

### **K. 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

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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.



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

### ***Comparison of Types of ALRs***

|  | ALR | EALR | SNALR |
|--|-----|------|-------|
| Provides a furnished room, room 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, gait catheter care, colostomy care, wound care, as needed) is provided by an agency or facility staff |     | X    |       |



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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

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**L. 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?

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

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

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

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

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

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

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

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

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

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

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



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### **M. 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.

### **N. 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 room); 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) .



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

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

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

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

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

## O. 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).



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### P. 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.

### Q. 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 room 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



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programs. It combines residential and home care services. It is designed as an alternative to nursing home placement for some people. The operator of the assisted living program is responsible for providing or arranging for resident services that must include room, board, housekeeping, supervision, personal care, case management and home health services. This is a Medicaid funded service for personal care services.

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

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

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

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

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

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

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

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

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



## EXHIBIT XVIII

or compensate for loss of function.

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

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



State of New York Department of Health

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EALR Addendum to Residence Agreement

**XX: EALR Addendum to Residency Agreement**

This is an addendum to a Residency Agreement previously made between Peregrine Properties of Upstate, LLC (the “Operator”), \_\_\_\_\_, (the “Resident or You”), \_\_\_\_\_, (the “Resident’s Representative”), and \_\_\_\_\_, (the “Resident’s Legal Representative”, if any). Such Residency Agreement is dated \_\_\_\_\_.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This Addendum must be attached to the Residency Agreement between the parties.

**I. Enhanced Assisted Living Certificates**

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Peregrine Senior Living at Clifton Park, 1 Emma Lane., Clifton Park NY 12065

**II. Physician Report**

You have submitted to The Operator a written report from Your physician which states that:

- a. Your physician has physically examined you within the last month prior to Your admission into this Enhanced Assisted Living Residence; and
- b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

**III. Request for and Acceptance of Admission**

You have requested to become a Resident at this Enhanced Assisted Living Residence, (the

EALR Addendum to Residence Agreement

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

Attached below as EALR # 1 and made a part of this Agreement is a written description of:

1. Specialized services to be provided in the Enhanced Assisted Living Residence
2. Staffing levels;
3. Staff education and training work experience and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence;
4. Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence and

**V. Aging in Place**

The Operator has notified You that while The Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Residence: If this occurs, The Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

**VI. If 24 Hour Skilled Nursing or Medical Care is Needed**

If You reach the point where You are in need of 24-hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, The Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

- a. You hire appropriate nursing, medical or hospice staff to care for Your

**increased needs; AND**

EALR Addendum to Residence Agreement

**b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND**

**c. The Operator agrees to retain You as Resident and to coordinate the care provided by The Operator and the additional nursing, medical or hospice staff; AND**

**d. You are otherwise eligible to reside at the Residence.**

**VII. Addendum Agreement Authorization**

We, the undersigned, have read this Enhanced Assisted Living Residence Addendum to the Residency Agreement, have received a duplicate copy thereof, agree to abide by the terms and conditions therein and at the Total Monthly Rate of : \$ \_\_\_\_\_ / month as established in Exhibit III(A) of the Residency Agreement.

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

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

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

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

EALR Exhibit #1

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

**Resident Services**

The specialized services available in this community include:

- one-person physical assistance with transferring;
- one-person physical assistance with walking/mobility;
- Gait belt assistance.
- assistance with medical equipment to include portable oxygen, oxygen concentrator continuous positive air pressure machine (C-PAP, BiPAP), ostomies and catheters;
- assistance with non-sterile clean bandage;
- Assistance with PRN medications.
- Assistance with eye drops, ear drops, nasal sprays, inhalers, suppositories and enemas
- Nebulizer set-up and assistance
- Periodic or On-going Skilled Nursing Assessments
- Full assistance with bathing
- Full assistance with dressing and grooming;
- Full assistance with toileting and hygiene support for incontinence management.

## **Enhanced Staffing Levels**

The Operator provides 24 hours staffing which includes:

- a. An RN or LPN nurse/supervisor 7 days a week;
- b. An HHA if needed depending on the EALR needs of the Community
- c. Medication assistants to provides medication management; and
- d. Resident care aides to provide assistance with Activities of Daily Living.

Adjustments in staffing levels are made as needed to meet the needs of the resident.

## **Staff Education, Training and Experience**

- Resident Care Director/Case Manager is a qualified staff member approved by the NYS DOH, with extensive experience in caring for older adults, including those with dementia, and supervising the resident services staff who provide support to residents to complete the residents' Activities of Daily Living (ADL). Also completes the 40 hour training, dementia training, medication assistance training along with the ongoing regular in services.
- RN with experience in caring for an older adult population including those with dementia is available in-house or on-call 24/7 to provide skilled nursing support for approved Enhanced Assisted Living Residence services requiring skilled nursing. ..
- LPN Memory Care Coordinator- Completes the 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population including those with dementia. The Memory Care Coordinator also provides additional staff training through monthly in-service sessions.
- Shift Supervisory Staff (Team Leader)- Completes 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population including Dementia and have demonstrated leadership skills.

## EALR Exhibit #1

- Medication Aide - Completes 40 hours of training which plus specialized training in medication assistance procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population including those with dementia and have demonstrated leadership skills.
- Home Health Aide completes a Department of Health approved training program as well as completing 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training for an older adult population including those with dementia and have demonstrated leadership skills.
- Resident Care Aides - Complete 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training for an older adult population including those with dementia and have demonstrated leadership skills.

**Environmental Modifications**

- No additional environmental modifications are required.

## **XIX: SNALR Addendum to Residency Agreement**

This is an addendum to a Residency Agreement made between Peregrine Properties of Upstate LLC (the “Operator”), \_\_\_\_\_, (the “Resident” or “You”), \_\_\_\_\_ (the “Resident’s Representative”), \_\_\_\_\_, (the “Resident’s Legal Representative”, if any). Such Residency Agreement is dated \_\_\_\_\_.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This addendum must be attached to the Residency Agreement between the parties.

### **I. Special Needs Assisted Living Certification.**

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at: Peregrine Senior Living at Clifton Park, 1 Emma Lane., Clifton Park NY 12065

### **II. Request for and Acceptance of Admission**

You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Special Needs Assisted Living Residence (the “Residence”) and The Operator has accepted such request.

## **SNALR Addendum to Residency Agreement (continued)**

### **III. Specialized Programs, Staff Qualifications and Environmental Modifications**

Attached as Exhibit S.N.# 1 and made a part of this Agreement is a written description of:

1. Specialized services to be provided in the Special Needs Residence;
2. Staffing levels
3. Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs;
4. Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

### **IV. Addendum Agreement Authorization.**

We, the undersigned, have read this Special Needs Assisted Living Residence Addendum to the Residency Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein and at the Total Monthly Rate in Exhibit III(A) of this Agreement

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

Dated: \_\_\_\_\_  
*(Signature of Resident's Representative)*

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

Dated: \_\_\_\_\_  
*(Signature of Operator or Operator's Representative)*

## EXHIBIT SN #1

### SPECIAL NEEDS ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

Our Special Needs Assisted Living Residence serves seniors with memory loss who have been diagnosed with Alzheimer's Disease or related dementias. The specialized services available in this community include:

**A. Resident Services: In addition to those listed in Section I.C and I.D of this agreement:**

- a. Secured environment
- b. Case Management addressing the unique needs of memory care residents through coordinating with family, medical provider outside service providers to meet the personal, social, physical, spiritual and emotional needs of residents suffering with Alzheimer's disease or related dementias
- c. Assistance with scheduled toileting and support with urinary incontinence, as necessary; and
- d. Additional supervision and support, as required for residents with memory loss with their activities of daily living

**B. Activities**

Daily recreational, social, cultural, and educational programs focusing on our residents with special needs related to Alzheimer's disease or another form of dementia, including:

- Activities designed to stimulate residents throughout the day, including evenings and weekends.
- Activities designed to accommodate a shorter attention span;
- Varied activities as well as structured, re-occurring activities; and
- Varied activities individualized to the specific needs and interests of each resident.

**C. Dining Services**

Dining support with a focus and training on the unique needs of residents with Special Needs in area of:

- Finger foods will be provided on an as needed basis.
- Consistency as Tolerated (CAT) diets will be accommodated.
- Pureed diets will be considered on an individualized basis; and
- Dietitian will be consulted as indicated by resident's need.

**D. Staffing Levels (Based on full occupancy 64 residents)**

1. Case Manager/Dementia Care Coordinator 5 days;
2. A nurse (RN or LPN) in house seven days a week;
3. RN on call 24/7
4. Med Aide: 2 Med Aides: 7 AM to 11 PM, 1 Med Aide 11 PM to 7 AM - 7 days;
5. 4 Resident Care Aides 7 AM to 11 PM and 3 Resident Care Aides: 11 PM to 7 AM all 7 days a week.

**E. Staff Education, Training and Experience**

- Memory Care Coordinator/Case Manager- A Licensed Practical Nurse with experience in caring for older adults and supervising resident services staff who provide support to residents to complete their Activities of Daily Living (ADL). Additional staff training is provided through monthly in-service sessions.
- LPN Supervisor Staff- Completes 40 hours of training which includes medication procedure and protocol specific to the Assisted Living/Enhanced Level /Special Needs Level of Care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population including persons with Alzheimer's disease and other dementias.
- Shift Supervisor Staff (Team Leader)- Completes 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population including persons with Alzheimer's disease and other dementias.
- Resident Care Aide Staff - Complete 40 hours of training specific to caring for an older adult population including persons with Alzheimer's disease and other dementias residing in an Assisted Living/Enhanced Level /Special Needs Level of Care.
- Med Aide: the general orientation and Resident Care Aide department training plus an additional medication management training.
- Home Health Aide completes a Department of Health approved training program as well as completing 40 hours of training which includes medication procedure and protocol specific to the Assisted Living/Enhanced Level /Special Needs Level of Care, supervisory duties, and overall resident care training for an older adult population including those with Alzheimer's disease and other dementias and have demonstrated leadership skills.

**F. Environmental Modifications**

In order to protect the health, safety and welfare of all residents, The Operator provides the following:

- Keypad controlled access and exit from the memory care community.
- All paths of egress from The Residence's Special Needs Assisted Living Residence are equipped with delayed-alarmed egress in order to provide unimpeded emergency exit while maintaining a secure environment.
- Building thermostats are covered and locked to prevent resident access.
- An enclosed courtyard is available for outside activities
- All windows are equipped with a mechanism to limit window openings to a maximum of four (4) inches to prevent elopement and accidental falls from the windows