

Bristol Village

Assisted Living Residency Agreement

Resident Name: _____

Room #: _____

Date of Admission: _____

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Div of Adult Care Facilities and
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APR - 8 2019

NYS Department of Health
Reviewer's Initials: HH

RESIDENCY AGREEMENT

A. **This agreement** is made between Bristol Village (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 8455 Clarence Center Road, Clarence Center, New York 14032, an Assisted Living Residence (“The Residence”) known as Bristol Village and as an Enriched Housing program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and a 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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I. Housing Accommodations and Services.

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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 Apartment. You may occupy and use the private apartment as identified on the cover page of this agreement, subject to the terms of this Agreement.
2. Common Areas. You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, the Auditorium, Craft Room, Private Dining and the Library.
3. Furnishing/Appliances provided By the Operator Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your apartment.
4. Furnishings/Appliances Provided by You. Attached as Exhibit I.A.4 and made a part of this agreement is an Inventory of furnishings, appliances and

other items supplied by you in your apartment. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.).

B. Basic Services

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

1. Meals and Snacks. Three nutritionally well-balanced meals per day and snacks are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: No Added Salt and Low Concentrated Sweets. Modified consistencies will be available upon physician order and as appropriate as determined by Your physician.
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 readily visible common areas of the Residence.
3. Housekeeping. Your apartment will be cleaned weekly on a scheduled day.
4. Linen Service. (towels and washcloths; pillows and pillowcases, twin sized bed sheets and blankets; all clean and in good condition)
5. Laundry of Your personal *washable* clothing only.
6. Supervision on a 24-hour basis. The Operator will provide appropriate staff on site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven day a week basis) as well as the other components of supervision as specified in law.
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.

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8. Personal Care. Include some assistance with bathing, grooming, dressing, toileting (*if applicable*), medication acquisition, storage, assistance and disposal, and assistance with self-administration of medication.
9. Development of Individualized Service Plan. (*including ongoing review and revision as necessary*).

C. Additional Services

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional, 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/Certifications Status

The Operator does not have any arrangements with any agencies providing home care or personal care services. You have the right to receive services from any licensed or certified provider with the Operator's knowledge and consent.

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.

Flat Fee Arrangements - The Resident, and, if applicable, the Resident's Representative and Resident's Legal Representative agree to pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement. (*the "Basic Rate"*). The Basic Rate as of the date of this agreement is \$ _____ per month.

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B. Supplemental and Admission Fees

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express approval of the Resident (*See section III.E*). Upon admission, You will be assessed a one-time, non-refundable Admission Fee of \$____. This is an administrative fee. You will not be charged a security deposit, nor will you be charged for any routine "wear and tear" to the apartment or any provided contents upon discharge. Any charges by the Operator, whether a part of the Basic Rate, Supplemental or Admission fees, shall be made only for services and supplies that are actually supplied to the Resident.

C. Rate or Fee Schedule

The Basic Rate will be assessed as stated in Section III.A.

The Admission Fee will be assessed as stated in Section III.B.

Any Supplemental or Additional Fees will be assessed per the fee schedule in Exhibit I.C.

Any amendments to Exhibit I.C. will be provided to you in writing and attached hereto.

D. Billing and Payment Terms

Payment is due by the third of any given month and shall be delivered to the Business Office at 8455 Clarence Center Road, Clarence Center, NY 14032. If you choose to hand-deliver payment during off hours, payment can be put through mail slot in business office.

Please select one:

- I prefer to have my canceled check serve as my receipt for payment
- I prefer a receipt for payment be mailed to the individual who receives the bill

If you anticipate difficulty making your payment, immediately notify the Case Manager or Administrator to discuss payment options. Payments not received in full by the 12th of each month will be subject to a 1% late fee.

Failure to meet your financial obligation or unwillingness or inability to assist in the application process for any benefits for which you may be eligible will result in termination of the Residency Agreement.

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 an Admission Fee is a one-time fee, there can be no subsequent increase in an Admission 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 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 this Agreement, increase the Basic Rate or 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 on the cover of this agreement in the event of Your absence. The daily charge for this reservation will correspond with the monthly rate as set forth in Section III A of this agreement or any subsequent amendments. There is no limit on the amount of time that your room may be reserved, provided the bed reservation charge is met. A provision to reserve a residential space does not supercede 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 the required thirty days 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 or a per diem pro-ration any advance payment(s), which You have made. In the event of your death, the Operator must turn over Your property to the legally authorized representative of Your estate.

In the event of your death, in the absence of 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.

In all of the above stated cases, it is Your or Your Representative's responsibility, or in the event of death the responsibility of Your legally authorized representative, to pick up any non-monetary items and all personal belongings. You will be charged a fee equal to the daily rate for each day your items remain on the premises.

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of 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.

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

X. Admission and Retention Criteria for an Assisted Living Residence

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

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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 require any of the specialized services listed on the Enhanced Assisted Living Residence Addendum:
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence (if applicable)

As a part of Your admission process, you were given the Bristol Village Welcome Guide which contains 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 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 is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.

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6. Informing the Operator promptly of any change of name, address and/or phone number.

B. The Resident's Representative shall be responsible for the following:

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

XIII. Termination and Discharge

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

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

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care, which the Residence is not permitted by law or regulation to provide.
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else.

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3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence.
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator. While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of

the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You.

Both You and the Operator are free to seek any other judicial relief to which they may be entitled.

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

XIV. Transfer

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

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

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

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

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XV. Resident Rights and Responsibilities

As a part of Your admission process, you were given the Bristol Village Welcome Guide which contains the Rights of Residents in Assisted Living Residences. By signing this agreement, You and Your representatives agree to obey all reasonable rules of the Residence. This document will also be posted in a readily visible common area in the Residence. The Operator agrees to treat You in accordance with these Rights.

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as 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 the Agreement, which is required by statute or regulation, shall be null and void.

XVIII. Agreement Authorization

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

Date: _____

(Signature of Resident)

Date: _____

(Signature of Resident's Representative)

Date: _____

(Signature of Resident's Legal Representative)

Date: _____

Signature of Operator or Operator's Representative

(Optional) Personal Guarantee of Payment

_____ personally guarantees payment of charges for Your Basic Rate.

_____ personally guarantees payment of charges for additional services, materials or equipment, provided to You, that are not covered by the Basic Rate.

(Date)

Guarantor's Signature

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Guarantor's Name (Print)

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EXHIBIT I.C.
ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

<u>ITEM</u>	<u>ADDITIONAL CHARGE</u>	<u>PROVIDED BY</u>
Dry Cleaning	Charges available in case management office	Read's Cleaners
Professional Hair Grooming		Bristol Village
Personal Toiletries, Commissary Goods, Briefs	Per item charges in Case Management Office	Bristol Village
Nutritional Supplements	Per item charges available from Dietary Director	Bristol Village
Podiatry / Nail care / Dental / Massage Services	Charges available in Case Management Office	Provided by outside vendors
Cable	1 cable box is included; additional boxes are \$15 each	Bristol Village
Transportation	Less than 2 hours = \$50 flat fee Greater than 2 hours = \$25 per hour Start time – when resident leaves Bristol Village End time – when resident returns to Bristol Village	Bristol Village
Additional/replacement apartment keys	\$15 each	Bristol Village

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EXHIBIT II
DISCLOSURE STATEMENT

Bristol Village, Inc. (“The Operator”) as operator of Bristol Village (“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

The Operator is licensed by the New York State Department of Health to operate as an Assisted Living Residence as well as an Enriched Housing Program.

2. The owner of the real property upon which the Residence is located is Bristol Village, Inc. The mailing address of such real property owner is as above. The Administrator is authorized to accept personal service on behalf of such real property owner.

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

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The Operator is currently approved to provide:

- a. Assisted Living services for up to 142 persons
- b. Enhanced Assisted Living services for up to a maximum of 30 persons.
- c. Special Needs Assisted Living services for up to a maximum of 42 persons

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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 unit (or program). If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your apartment within the Residence.

3. The Operator of the Residence is Bristol Village, Inc.. The mailing address of the Operator is as above. The Administrator is authorized to accept personal service on behalf of the Operator.
4. Bristol Village does not have any ownership interest in any entity that provides care, material, equipment or service to our residents, nor does it allow any entity providing care, material, equipment or service to our residents to have any ownership interest in Bristol Village. The Administrator is authorized to accept personal service on behalf of the Operator.
5. Every Resident has the right to receive adequate services from service providers with whom the operator does not have an arrangement.
6. Every Resident has the right to choose their health care providers notwithstanding any other agreement to the contrary.
7. Every Resident has the right to receive information on availability of public funds for payment of residential, supportive or home health services including, but not limited to availability of coverage of home health services under Title 18 of the Federal Social Security Act (Medicare).
8. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by the Assisted Living Operator or regarding Home Care Services is 1-800-628-5972
9. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. The local number is (716) 878-2385. The NYSLTCOP web site is

www.ombudsman.state.ny.us.

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EXHIBIT XVI

BRISTOL VILLAGE

RESIDENT GRIEVANCES AND RECOMMENDATIONS

Policy and Procedure	Grievances and Recommendations
Prepared By	Mike Helbringer, Administrator
Date Issued	January 2016
Last Date Reviewed	January 2016

POLICY:

Bristol Village is committed to responding to staff, resident and family grievances and recommendations for change or improvement in the Residence's operations and programs.

PROCEDURE:

Grievances

1. Complete a Complaint Report, available at the front desk, by completing the shaded portion.
2. Forward form to the Administrator, who will review each incident and determine the most appropriate course of action.
3. Based on the severity of the complaint, immediate action may be required. The form will serve as a record of all actions taken.

Recommendations – can be made in any of the following ways

1. In person to any Department Heads, Case Management Staff, or the Administrator
2. Via mail to the President of the Board of Directors - See the Administrative Assistant for the current address
3. Anonymously through the suggestion box. Suggestions made by this means will be addressed at the monthly Resident Council Meetings. Suggestion box is located in the lobby by the Case Management Office

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Complaint Report for Bristol Village

Originator to complete this box and forward to the Director

This form filled out by: _____ Date: _____

Describe complaint including names of all involved persons:

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Complaint made by: Resident Employee Family/Friend Other _____

Complaint is a: Safety item Housekeeping Maintenance Food Service Health Care Business
 Other _____

<i>What can be done to satisfy the person who brought this to our attention?</i>	Date: Completed by:
<i>What actions were taken?</i>	Date: Completed by:
<i>Describe and implementation actions to prevent recurrence</i>	Date: Completed by:
<i>Evaluation of effectiveness of actions</i>	Date: Completed by:

Close out of Action: _____ **Date:** _____

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

This is an addendum to a Residency Agreement made between Bristol Village (the "Operator"),

_____, (the "Resident" or "You"), _____

(the "Resident's Legal Representative"), Such Residency Agreement is dated _____.

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

The Operator is currently approved to provide:

- a. Assisted Living services for up to 142 persons
- b. Enhanced Assisted Living services for up to a maximum of 30 persons.
- c. Special Needs Assisted Living services for up to a maximum of 42 persons

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 Bristol Village, located at 8455 Clarence Center Road, Clarence Center, New York 14032.

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.

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:

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

I. Addendum Agreement Authorization

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

Dated: _____

(Signature of Residence)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator or Operator's Representative)

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APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>DJS</u>	DATE <u>4, 8, 19</u>

EXHIBIT S.N. #1

SPECIALIZED PROGRAMS, STAFF QUALIFICATIONS AND ENVIRONMENTAL MODIFICATIONS

1. Specialized Services to be provided on the Special Needs Residence

- The Special Needs Residence will be focused on providing services to a resident population comprised of individuals with early stage Alzheimer's Disease or related dementia. The staff will receive specialized training on dementia and all areas of service delivery (dietary, activities, personal care, etc.) will be tailored to a dementia population. For instance, there will be a separate activity calendars for the ALR and the SNALR

2. Staffing Levels

Director of Nursing (RN)		
Mon-Fri 8 hours/day and on-call 24/7. Covers ALR, SNALR & EALR		
Special Needs Residence	LPN (FTE's)	PCA (FTE's)
7:00am – 3:00pm	1.0	2.0 - 3.0
3:00pm – 11:00pm	1.0	2.0 - 3.0
11:00pm – 7:00am	1.0	1.0 - 2.0

3. Staff Education, training, work experience, and qualifications

- Staff will be hired based upon educational qualifications, work experience, training, and other qualifications. Staff who are hired to work in the Special Needs Residence will receive the following:
 - General Orientation – 8 hours (all employees)
 - Personal Care Aide Training – 40 hours (PCA's only)
 - Alzheimer's / Dementia Training – 8 hours (all employees)
 - Staff Nurse Training – 24-40 hours (Nurses only)
 - Annual In-service program – 12 hours offered/available (all employees)

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4. Environmental modifications

- The main environmental modification that has been made to protect the safety and welfare of the residents in our Special Needs Residence is the Delayed Egress Door Lock System. A summary of its operation is below:
 - All exit doors from the Special Needs Residence remains secured until a proximity card reader is used to bypass the magnetic lock.
 - If the door is pushed on in an attempt to open without using a bypass device, a local sounder is activated.
 - The local alarm continues to sound until the door is reset by facility staff.
 - After 30 seconds of constant pressure on the door with the sounder continuing to alarm, the door allows egress.
 - The initial alarm from the delay egress door usually serves to redirect the resident and/or alerts staff to the point of the alarm.
 - A sign is provided on every door, reading "PUSH UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 30 SECONDS"
 - Emergency lighting will be provided at these doors
 - The facility will track resident activations of the delayed egress system
- The Special Needs Unit also has an enclosed, outdoor courtyard.

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

This is an addendum to a Residency Agreement made between Bristol Village, (the "Operator"), _____, (the "Resident or You"), _____, (the "Resident's Representative"), and _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

This addendum adds new sections and amends, if any, only 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.

The Operator is currently approved to provide:

- a. Assisted Living services for up to 142 persons
- b. Enhanced Assisted Living services for up to a maximum of 30 persons.
- c. Special Needs Assisted Living services for up to a maximum of 42 persons

I. Enhanced Assisted Living ^{ASLR} Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Bristol Village located at 8455 Clarence Center Road, Clarence Center, NY 14032.

II. Physician Report

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

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

III. Request for and Acceptance of Admission

You have requested to become a Resident at this Enhanced Assisted Living Residence, (the "Residence") and the Operator has accepted Your request.

IV. Specialized programs, Staff Qualifications and Environmental Modifications

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

- Services to be provided in the Enhanced Assisted Living Residence;
- Staffing levels;

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- Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and
- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.

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:

- You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND
- 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
- 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
- You are otherwise eligible to reside at the Residence.

VII. Addendum Agreement Authorization

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

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator or Operator's Representative)

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EXHIBIT EALR #1
SPECIALIZED PROGRAMS, STAFF QUALIFICATIONS AND
ENVIRONMENTAL MODIFICATIONS

1. Specialized Services to be provided on the Enhanced Assisted Living Residence
 - a. The Enhanced Assisted Living Residence will be focused on providing services to a resident population comprised of individuals who need more assistance than those residents in the Assisted Living Residence. Residents with the following needs will be appropriate for the Enhanced Assisted Living Residence:
 - Chronically require the physical assistance of another person in order to walk (one-assist)
 - Are chronically chair-fast and unable to transfer, or chronically require that physical assistance of another person to transfer (one-assist)
 - Assistance with ear irrigation for the purpose of wax removal
 - Maintenance of an indwelling urinary catheter
 - More than intermittent, but less than 24 hours a day assistance with colostomies/ostomies
 - Are dependent on medical equipment (ie. O2) and require more than intermittent or occasional assistance from medical personnel
 - Utilization of a fingertip pulse oximeter to measure blood oxygen levels in accordance with physician's orders
 - Administration of suppositories, creams and ointments in accordance with physician's orders
 - A licensed RN will administer a tuberculin skin test (TST) and interpret/record the results
2. Staffing Levels
 - a. Additional staff to be added as appropriate to meet the needs of the Enhanced population (based on # of residents and level of care and assistance required)
3. Staff Education, training, work experience, and qualifications
 - a. The staff will receive specialized training on proper techniques and methods for assisting residents with all of the areas listed above in section 1a.
 - b. Staff will be hired based upon educational qualifications, work experience, training, and other qualifications. Staff who are hired to work in the Special Needs Residence will receive the following:
 - i. General Orientation – 8 hours (all employees)
 - ii. Personal Care Aide Training – 40 hours (PCA's only)
 - iii. Alzheimer's/Dementia Training – 8 hours (all employees)
 - iv. Staff Nurse Training – 24-40 hours (Nurses only)
 - v. Annual In-service program – 12 hours offered/available (all employees)
4. Environmental modifications
 - a. No environmental modifications are necessary

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