

## AGREEMENT

- A. This agreement is made between The Gerry Homes d/b/a Bergquist Adult Home, d/b/a Bergquist Memorial Assisted Living Residence, 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 4600 Route 60, PO Box 350, Gerry, New York 14740 an Assisted Living Residence (“the Residence”) known as “The Bergquist Memorial Assisted Living Residence”
- B. You have requested to become a Resident at The Bergquist Memorial Assisted Living Residence. The Gerry Homes has accepted your request.

### **I. Housing Accommodations and Services**

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

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

1. **Your Room.** You may occupy and use a private room identified on Exhibit I.A.L., 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 including but not limited to lounges, dining room, coffee shop and library.
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.
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.** 3 well-balanced meals per day and 1 snack per day are included in Your Basic Rate. The following modified diet will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Regular Diet (no specialized diets)
2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social, and

spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.

3. **Housekeeping.**
4. **Linen Service.** (towels, washcloths; pillow, pillowcase, blanket, bed sheets, bedspread, and mattress pad; all clean and in good condition)
5. **Laundry of Your Personal Washable Clothing.**
6. **Supervision on a 24-hour Basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs for 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.
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.** Includes some 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.** *(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 exhibits state 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 a part of this Agreement.

**III. Fees**

**A. Basic Rate**

Flat Fee Arrangements. The Resident, Resident's Representative and Resident's Legal Representative agree *(add any other party to be charged under the agreement)* that the Resident *(other specified party)*

will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement. (*the Basic Rate*). The Basic Rate as of the date of this agreement is (\$\_\_\_\_\_per month) (\$ \_\_\_\_\_ per day).

**B. Supplemental, Additional or Community Fees**

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

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

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

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

**C. Rate or Fee Schedule.**

Exhibits III.B and III.C., attached hereto and made a part of this Agreement, set forth the Basic Rate and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You,

with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

**D. Billing and Payment Terms.**

Payment is due by the 10<sup>th</sup> of the month and shall be delivered to the Facility Relations Manager. *(In the event the Resident, Resident's Representative or Resident's Legal Representative is no longer able to pay for services provided in this agreement or additional services or care are needed by the Resident, a review of the Resident's financial status will be completed by the Case Manager and the Resident and/or Resident Representative/Legal Representative and the rate will be adjusted accordingly in accordance with Section III.E (below). Assistance in applying for SSI will be provided. Such procedures must be 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 Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.
3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of 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 an Additional or Supplementary fee upon less than forty-five (45) days written notice.
5. In the event of an emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

**F. Bed Reservation**

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is \$\_\_\_\_\_. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The length of time the space will be reserved is 30 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 or a per diem proration of 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.

**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.

**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.

**IX. Personal Allowance Accounts**

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

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

You must complete the following:

I receive SSI funds \_\_\_\_\_ or I have applied for SSI funds \_\_\_\_\_

I receive SNA funds \_\_\_\_\_ or I have applied for SNA funds \_\_\_\_\_

I do not receive either SSI or SNA funds \_\_\_\_\_

If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence maintained account, then that signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) and 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.
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 You 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 this 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) are unable to transfer, or chronically require the physical assistance of another person to transfer; or
  - (b) chronically require the physical assistance of another person in order to walk; or
  - (c) chronically require the physical assistance of another person to climb or descend stairs; or
  - (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
  - (e) have chronic unmanaged urinary or bowel incontinence.
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

**XI. Rules of the Residence (if applicable)**

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 Residence.

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

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

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

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

Financial Documentation

Insurance Cards

Advance Directives

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

Power of Attorney forms

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

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

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

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else.
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipments 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 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 sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to Yourself or others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all

Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

If the basis for the transfer permitted under parts 1 and 2 above 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 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 for 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.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

**Exhibit I.A.I**

**Identification of Room**

Bergquist Room # \_\_\_\_\_

Exhibit I.A.3

**Furnishings Provided by Operator**

Head board

Bed frame

Mattress & Box springs

3 Drawer Dresser

Mirror

Lockable Nightstand

Touch lamp

Chair

Exhibit I.A.4

**FURNISHINGS PROVIDED by YOU**

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

*Appliances not permitted- Full refrigerator, microwave, hot plates, iron, coffee maker, toasters and heating pad*

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:

<b><u>Items</u></b>	<b><u>Additional Charge</u></b>	<b><u>Provided By</u></b>
Dry Cleaning	According to vendor	Resident's choice
Professional Hair Grooming	Per service rendered	On-site beautician
Personal Toilet Articles	\$0 ( <i>resident responsibility to purchase</i> )	Available in Gift Shop
Commissary Goods	\$0 ( <i>resident responsibility to purchase</i> )	Available in Gift Shop
Medical Transportation	Nominal Fee	The Gerry Homes
Cultural/Activities Transportation	\$1.00- \$5.00	The Gerry Homes
Long Distance Telephone Service	\$0 ( <i>resident choice of service but resident is responsible for phone</i> )	Phone Carrier of your Choice
Local Phone Service	Depends on service	Phone Carrier of your choice
Air Conditioning (if available)	\$0 (no charge)	The Gerry Homes
Cable TV (if available)	\$0 (no charge)	The Gerry Homes
Other (specify)		

Exhibit I.D.

**LICENSURE/CERTIFICATION STATUS of PROVIDERS**

Willcare – A Home Health Care and Staff Company

Amedysis – A Home Health Care and Staff Company

LinCare, Inc. – Oxygen Supply Company

Allied Healthcare Systems – Oxygen Supply Company

Visiting Nurses Association – A Home Health Care Agency and Staffing Company

CASA – Community Alternative Systems Agency

MedCare – Oxygen Supply Company

Dr. Susz – Podiatry

Exhibit II.

**DISCLOSURE STATEMENT**

The Gerry Homes ("Operator") as operator of **The Bergquist Adult Home** ("The residence"), d/b/a Bergquist Memorial Assisted Living 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
2. The Operator is licensed by the New York State Department of Health to operate at 4600 Rt. 60, PO Box 350, Gerry, New York 14740 an Assisted Living Residence.

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3. The Owner of the real property of which the Residence is located is The Gerry Homes. The mailing address of such real property is 4600 Route 60 Gerry, New York 14740. The following individual is authorized to accept personal service on behalf of such real property owner:

Administrator

4. The Operator of the Residence is The Gerry Homes. The mailing address of the Operator is 4600 Route 60 Gerry, New York 14740. The following individual is authorized to accept personal service on behalf of the Operator.

Administrator

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.

N/A

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.
7. All residents living at the Residence have the right to arrange for services from any service provider of their choice.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. There are public funds available such as Medicare, Medicaid, and SSI which may assist in the payment of residential, supportive or home health services.
10. The New York State Department of Health's toll free number for reporting of complaints regarding the services provided by the Assisted Living Operator or regarding Home Care Services is 1-866-893-6772.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. 716-386-2763 is the Local LTCOP telephone number. The NYSLTCOP website is [www.ombudsman.state.ny.us](http://www.ombudsman.state.ny.us)

EXHIBIT III.A.2

**TIERED FEE ARRANGEMENTS**

**Exhibit III.B.**

**Supplemental, Additional or Community Fees**

No Additional Fees at this Time

### **Exhibit III.C.**

#### **Rate or Fee Schedule**

Basic Rate is determined by financial information provided by the Resident and/or Resident's Representative, but not to exceed the maximum charge in any given year.

2016 - \$3000 per month

2017 - \$3150 per month

2018 - \$3300 per month

2019- \$3432 per month

2021 - \$3713 per month

2022 - \$3824 per month

2023- \$3977 per month

2024- \$4136 per month

2025 - \$4343 per month

**Exhibit V**

**Transfer of Funds or Property to Operator**

**Exhibit VI.**

**Property/Items Held by Operator for You**

**Exhibit X.I.**

**Rules of the Residence**

***See the Bergquist Memorial Assisted Living Residence Resident Orientation Sheet.***

**Exhibit XV**

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

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 COORESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

(J) EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;

(K) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

(M) EVERY RESIDENT AND VISITOR SHALL HAVE THE RESPONSIBILITY TO OBEY ALL REASONABLE REGULATIONS OF THE RESIDENCE AND TO RESPECT THE PERSONAL RIGHTS AND PRIVATE PROPERTY OF 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; AND

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE.

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

## **Exhibit XVI**

### **OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS**

**Individual residents are encouraged to present any grievances and/or recommendations to the Administrator, Case Manager or any other staff person at any time.**

**There is a Resident Advisory Council (RAC) “Home Committee” that meets every month to discuss concerns and make suggestions to enhance the lifestyle at the Bergquist Memorial Assisted Living Residences.**

- 1. The Council is made aware of the staff to who grievances and recommendations may be made to. [Change to read: The RAC is informed of grievances made to the Administrator, Case Manager or other staff person?]**
- 2. When a RAC meeting is scheduled for Bergquist, approximately five days before the meeting an announcement is made at each meal giving the date, time and place. The day of the meeting the Bergquist staff again will remind the resident’s fifteen minutes before the meeting is to start.**
- 3. Grievances and recommendations can be submitted either in person or anonymously to the RAC Representative or to the Bergquist Case Manager, Administrator or other staff person. Depending on the severity of the situation, the Case Manager will address the concern at the time of the meeting.**
- 4. Each grievance or situation is handled case by case with the proper chain of command followed (RAC Representative, Case Manager,**

**Administrator). This is done in a timely manner to protect the rights of those involved. If at any time a grievance necessitates an internal investigation (i.e. abuse, theft), the Administration will follow all NYS Department of Health guidelines according to 18 NYCRR §487.5 including but not limited to maintaining residents' confidentiality and reporting the incident to the NYS Department of Health within the required time frame. The Resident Advisory Council will receive a written response on all grievances and/or complaints referred from the Council.**

- 5. The minutes of the meeting are taken by an administrative staff member, posted on the resident bulletin boards and a copy is given to each individual Bergquist Memorial resident. The Administrator also submits a response if necessary.**

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