Promenade at Chestnut Ridge

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

THIS AGREEMENT is made between Chestnut Operating Company LLC dba Promenade at Chestnut Ridge, the "Operator", and _____(the "Resident" or "You"), _____ (the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any).

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 168 Red Schoolhouse Road Chestnut Ridge, NY 10977 an Assisted Living Residence and an Adult Home ("The Residence") known as Promenade at Chestnut Ridge. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence ("EALR") and Assisted living program (ALP).

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

AGREEMENTS

I. Housing Accommodations and Services.

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

A. Housing Accommodations and Services

1. **Your Room**. You may occupy and use the room identified on the signature page of this agreement, following Section XVIII, subject to the terms of this Agreement.

2. **Common areas**. You will be able to use the common areas at the Residence between 9:00 am and 8:00pm for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use. The lobby seating area is available for resident use 24 hours a day.

3. Furnishings/Appliances Provided By The Operator

Attached as Exhibit A 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 B 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 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 two snacks per day are included in Your Daily Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Regular, Chopped, Pureed, and No Added Sugar. Residents will also have access to snacks and drinks 24 hours a day by requesting them of any care aide or dietary aide or at the country kitchen, which is open to residents 24 hours a day and is stocked daily with beverages and simple snacks.
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**. Vacuuming, trash collection and general housekeeping services will be provided to You for Your room on a weekly basis or as otherwise needed in keeping with Your needs.
4. **Linen Service**. Towels and washcloths; pillow, pillowcase, blanket, a minimum of two bed sheets, and a bedspread; all clean and in good condition, are provided by the Operator. Linen changes will be provided once a week, or in accordance with Your needs, more often as needed, and towel changes twice a week, or more often as needed.

5. **Laundry of Your personal Washable clothing**. Your personal washable clothing will be laundered weekly or in accordance Your needs, more often as necessary. You are responsible for cleaning any clothing that requires dry cleaning or pressing.

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 days a week basis) as well as the other components of supervision as specified in applicable law and regulation.

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**. Personal care services available to all ALR residents will include up to 3.75 hours per week of direction and some assistance with grooming, dressing, bathing, toileting, walking and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of monthly weights. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Personal care services provided in excess of 3.75 hours/week may require that the resident pay a higher monthly fee.

Detailed fees are included in Exhibit F of this Agreement's rate or fee schedule.

9. **Development of Individualized Service Plan**. The Operator will develop an Individualized Service Plan to address Your needs. The Individualized Service Plan will be updated every six months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

C. Additional Services.

Exhibit 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 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 E, which is attached to and made part of this Agreement.

III. Fees

A. Tiered Fee Arrangements.

Your total Daily Basic Rate has two components: 1) The rate associated with the room You select and 2) the rate associated with the Personal Care plan "Tier" required to meet Your care needs as determined by Your Individualized Services Plan (ISP). The room

rate component is based on the room You select as described in Section XVIII of this Agreement. The rates for the Personal Care plan components are based on "tiers," where the rate is a function of the tier of service required, as more fully explained in Exhibit F. Such Exhibit describes the types of care or services provided in each "tier," and the fees for each "tier," and describes who will be providing the services if other than staff or affiliates of the Operator. All Residents receive the Promenade Living Tier including a minimum of 3.75 hours of weekly staff time for each resident to provide assistance with personal care including those described in Section 1. B.1-8 of this agreement.

The Resident, Resident's Representative and Resident's Legal Representative (add any other party to be charged under the agreement) agree that the Resident (or other specified party) will pay, and the Operator agrees to accept, the payment of the Daily Basic Rate in full satisfaction of the Basic Services described in Section I.B. of this Agreement.

B. Daily Basic Rate and Increases.

The Resident, Resident's Representative and Resident's Legal Representative *(add any other party to be charged under the agreement)* agree that the Resident *(or other specified party)* will pay, and the Operator agrees to accept, the payment of the Daily Basic Rate in full satisfaction of the Basic Services described in Section I.B. of this Agreement. The Basic Rate as of the date of this agreement is shown above Your signature line in the Fee Summary in Section XVIII. Your Daily Basic Rate may increase periodically, typically annually. 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, except in the following circumstances:

a) 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.

b) 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 Supplementary fee upon less than forty-five (45) days written notice.

c) 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.

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.

C. Supplemental, Additional or Community Fees

The Residence charges certain other fees, including Supplemental and Community Fees. The Residency Agreement includes a description of additional and supplemental fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rate, fees of charges. See Exhibit C.

1. **Supplemental or Additional Fees**. A Supplemental fee is a fee for service, care or amenities that is in addition to those fees included in the Daily Basic Rate. A Supplemental fee must be at the Resident's option. Any chances for supplemental services shall be made only for services and supplies that are actually supplied by the Operator to the resident.

   An additional fee can be charged if included in the fee schedule and selected by the resident. In some cases, the law permits the Operator to charge an additional fee without the express written approval of the Resident. See Section III.D.

2. **Community Fee.** 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 of what the amount 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.

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

The amount of the one-time community fee is shown in Section XVIII above your signature line. The Community Fee is non-refundable except that the fee will be refunded, less $500, if within thirty (30) days from the date You signed this Agreement, You have not been admitted to the Facility and you make a written request for the refund stating that You will not be seeking admission to the Facility.

3. **Second Occupant Rule:** A spouse may occupy Your Room with You, provided they are a resident of the Community. The Second Occupant must (1) meet all requirements for admission, (2) sign a separate Residency Agreement, and (3) pay all fees set forth in their Residency Agreement. If Your Room is occupied by a second occupant, the rates in each occupant's Residency Agreement will be adjusted to reflect a lower than typical housing accommodations and basic service fee for Your single occupancy Room type. Thus, the housing accommodations and basic services fee for the Room type selected together with the second occupant fee will be totaled and pro-rated

between You and the Second Occupant. If your Room is occupied by two residents and one resident later permanently vacates the Room, regardless of the reason, the remaining resident's obligations under this Agreement will be adjusted to reflect the then current single occupancy rate for your Room type.

D. Rate or Fee Schedule

Attached as Exhibit C and made part of this Agreement is a rate or fee schedule, covering both 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.

E. Billing and Payment Terms

Payment is due by the first of the month and shall be delivered to Promenade at Chestnut Ridge in person to the Executive Director, or by mail at 168 Red Schoolhouse Road Chestnut Ridge, NY 10977. Residents may also arrange to pay electronically with an Automated Clearing House (ACH) payment. Payments are non-refundable except for in the case of an involuntary transfer pursuant to Section XIV, below. A late fee of 1.5% per month will be assessed on any payment due that is not received before the 10th of the month and on any outstanding balances. An additional fee of up to $100.00 per occurrence will be charge for any bounced checks or rejected electronic payment transactions.

In the event that a Resident, Resident's representative or Resident's Legal representative, as applicable, is no longer able to pay for services provided for in this agreement or additional services or care needed by the Resident, the Operator may issue a notification of termination of the agreement and assist the Resident in finding another

placement, as more fully described in Section XIII of this Agreement.

F. Bed Reservation

The Operator agrees to reserve a residential space, as specified on the signature page of this agreement, following Section XVIII, in the event of Your absence. The daily charge for this reservation is equal to the Daily Basic Rate reflected on the signature page of this agreement. In the event You are absent for a period exceeding fourteen (14) days and your account is paid in full, beginning day fifteen (15) of Your absence, the daily charge for Your reservation shall equal the room component of Your Daily Basic Rate. 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 for as long as You or Your responsible party requests and the payment is maintained. 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. <u>Refund/Return of Resident Monies and Property</u>

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after Your Date of Discharge, 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, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any, and any property or things of value held in trust or custody by the operator under Section VI of this agreement.. The Operator shall also return to You any money that comes into Operator's possession after

your discharge by forwarding such funds to You. The Operator shall contact you to retrieve any property or items of value that come into the possession of the Operator after Your discharge or transfer and allow You at least three (3) days to pick up such items.

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.

Your Date of Discharge is the date the Agreement has been terminated. You will continue to be charged the daily rate associated with the room charge until the date all of your belongings have been removed.

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 following admission and during Your residency, and the Operator has agreed to accept such transfer, 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 G 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 H.

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

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly persona allowance in accordance with Social Services Law. 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.

SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at https://otda.ny.gov/programs/disability-determinations/.

SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at https://otda.ny.gov/programs/temporary-assistance/.

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) or Safety Net Assistance (SNA) personal allowance requirements.

X. Admission and Retention Criteria for an Assisted Living Residence

A. 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 basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state and local laws.

B. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not You are appropriate for admission.

C. 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.

D. 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.

E. If you are being admitted to an Assisted Living Program, the "Assisted Living Program Addendum" will apply.

F. 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 Residence services 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 Residence, 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 Residence.

G. 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 dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (b) have chronic unmanaged urinary or bowel incontinence Enhanced Assisted Living Care is also provided to those residents who wish to access a service described in the EALR addendum from the Operator.

H. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence

Attached as Exhibit I 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 Daily 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 payment is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

B. Any additional responsibilities of the Resident's Representative or Resident Legal Representatives are listed on the signature page of this Agreement, in Section XVIII.

XIII. Termination and Discharge

A. 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 thirty (30) days written notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility. This notice is required regardless of Your reason for termination of the

agreement, including Your transfer to another facility or a higher level of care or failure to meet retention standards;

3. Upon thirty (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 in a court of competent jurisdiction and that court rules in favor of the Operator.

B. 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, or cannot safely provide You;

2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;

3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty (30) 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 thirty (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

A. 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 thirty (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 and cannot be safely provided by Operator;

2. In the event that Your behavior or condition 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 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 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.

XV. Resident Rights and Responsibilities

Attached as Exhibit J 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 K 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, if requested, 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

A. This Agreement constitutes the entire Agreement of the parties.

B. 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.

C. 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.

D. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

[*The remainder of this page is intentionally left blank*]

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, including the terms set forth in this paragraph.

YOUR FEE SUMMARY

Effective Date:_____ Date of Occupancy: _____

Room Number:_____ Room Rate: $_____/day

Personal Care Tier:_____ Personal Care Rate: $_____/day

Total Daily Basic Rate: $_____/day

Community Fee (one time) **$_____**

- I have provided furnishings and appliances for my room: ☐ yes ☐ no
- You and the Operator have agreed that the Resident Representative and Resident Legal Representative shall have the following additional responsibilities:

  _____

If the resident fails to pay the agreed upon rate when due, the Operator may, upon thirty (30) days' notice, relocate the resident to another room (including a semi-private) if available, without limiting any other rights of the Promenade at Chestnut Ridge under this agreement, including the right Terminate this agreement in accordance with Section XIII. If the resident is seeking admission to Promenade at Chestnut Ridge Assisted Living Program (ALP), the resident will be required to (1) sign a new admission agreement with ALP addendum (2) complete all required ALP paperwork (including a new medical evaluation on the form DOH 4449-c and a UAS (New York's Uniform Assessment System), (3) provide the Operator proof that s/he has an approval stating s/he is eligible for community Medicaid and then the Operator will admit the resident to the ALP and add them to the ALP census. The admission date will be the day all requirements are completed. The ALP addendum will adjust the room rate going forward and may result in a relocation into another room, including a semi-private room. No retroactive adjustments to room or service rates will apply to any dates prior to the admission to the ALP.

_____ _____

Date (Signature of Resident)

_____

Print Resident Name

_____ _____

Date (Signature of Resident's Representative)

_____

Print Resident's Representative Name

Date	(Signature of Resident's Legal Representative)
	Print Resident's Legal Representative Name
Date	(Signature of Operator or the Operator's Representative)

Personal Guarantee of Payment (Optional)

Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Residency Agreement.

_____ personally guarantees payment of charges for Your Basic Rate and 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)

Guarantor of Payment of Public Funds (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 Daily Basic Rate and any agreed upon charges above and beyond the Daily 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 A

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

As a resident of an Adult Home, in accordance with Section 487.11(j)(4) of Title 18, New York Codes, Rules and Regulations, the Operator will provide you with: a standard single bed, well-constructed, in good repair, with clean springs maintained in good condition, a well-built comfortable mattress, and clean comfortable pillow of average bed size;

Chair;

Table

Bedside Table with Lamp;

Window Treatment;

Non-removable, lockable storage space for personal articles and medications ;

Individual dresser and Closet for storage of resident clothing;

A hinged, lockable entry door;

In the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy; and

Linens -- (two sets sheets; pillowcase; at least one blanket; a bedspread; towels and washcloths;); Soap and

Toilet tissue.

EXHIBIT B

FURNISHINGS/APPLIANCES PROVIDED BY YOU

List all the furnishing/Appliance that will be furnished by You.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Residents are NOT ALLOWED to bring the items below:

- Cooking Appliances
- Incense or Candles
- Extension cords
- Outlet adapters and 2, 3, or 4 way plugs
- Heating blankets/heating pads
- Potpourri burners
- Frayed cords
- Large refrigerators
- Air conditioners not approved by the Operators
- Installation or alteration of electrical equipment is prohibited
- Camera systems
- Antennas that extend outside room windows or be attached to the outside of building
- Door stops or wedges
- Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Stern-o Cans
- Firearms/weapons of any type/ammunition
- Fireworks
- Grills of any type
- Curtains made from material that is not a fire retardant material
- Gasoline powered equipment
- Heating units (space heater)
- Kerosene or Oil Lamps
- Sun lamps
- Heating elements (immersion type)
- Illegal drugs
- Lamps without proper shades
- Waterbeds/water mattress

EXHIBIT C
SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEE RATE OR FEE SCHEDULE

1) **Supplemental Services:**

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

Item	Additional Charge	Provided By
Basic Cable	$25/month	The Operator
Tray Service	$5 a meal *This fee will be waived if the resident has tray service due to an illness	The Operator
Long Distance Telephone Services	Per provider charges	Outside vendor
Live-In Companion	from $2,500/month depending on room style	The Operator
Local Phone Service	Per provider charges	Outside vendor
Professional Hair Grooming	Per provider charges	Outside vendor
Guest Meals -- Residents are encouraged to invite guests for meals. Please notify the dietary department at least 24 hours in advance.	Breakfast -- $8.00 Lunch -- $15.00 Dinner $12.00	Operator

2) **Community Fee**:

This Residence charges a one-time community fee of $4,000 prior to admission to the Assisted Living Residence. This fee is reduced to $500 for all potential ALP residents who at the time the community fee is paid, are in receipt of Medicaid benefits or request a UAS (an assessment to determine a person's eligibility for ALP services) for ALP admission or are requesting admission to the ALP from the ALR. The Community Fee is non-refundable, except that the fee will be refunded, less a $500 fee, if within thirty (30) days from the date You signed this agreement, if You have not been admitted to the Facility and you make a written request for the refund stating that You will not be seeking admission to the facility.

EXHIBIT D

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The Operator has arrangements with the following providers of home care and personal care services:

Balanced Home Care LLC d/b/a Balanced Care Licensed Home Care Agency is a Licensed Home Care Services Agency ("LHCSA"), which may provide staffing services to the Operator in the Assisted Living Residence ("ALR") and provides services to the Enhanced Assisted Living Residence ("EALR") and Assisted Living Program ("ALP") residents under a contract with the Operator.

EXHIBIT E

DISCLOSURE STATEMENT

Chestnut Operating Company LLC "The Operator" as operator of "The Residence", hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide for Assisted Living Residences developed by the Commissioner of Health is available at: http://www.nyhealth.gov/publications/1505.pdf. A copy of this guide is included as Exhibit "L".
2. The Operator is licensed by the New York State Department of Health to operate at 168 Red Schoolhouse Road Chestnut Ridge, NY 10977 as an Assisted Living Residence as well as an Adult Home.

   The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and Assisted Living Program. This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Enhanced Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

   The Operator is currently approved to provide Assisted Living Residence (ALR) services for a maximum of 144 persons, of which it may offer:

   Enhanced Assisted Living services for up to a maximum of 40 persons

   The Operator is also approved to operate 54 Medicaid Assisted Living Program beds in addition to the 144 ALR beds.

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

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living. 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 within this Residence, it may be necessary for You to change your room within the Residence.

3. The owner of the real property upon which the Residence is located is Esplanade Chestnut LLC. The mailing address of such real property owner is 168 Red Schoolhouse Road, Chestnut Ridge, NY 10977. The following individual is authorized to accept personal service on behalf of such real property owner: Benjamin Laufer c/o Promenade Senior Living 168 Red Schoolhouse Road, Chestnut Ridge, NY 10977.
4. The Operator of the Residence is Chestnut Operating Company LLC. The mailing address of the Operator is 168 Red Schoolhouse Road Chestnut Ridge, NY 10977.

The following individual is authorized to accept personal service on behalf of the Operator: Gail Spencer, Executive Director, 168 Red Schoolhouse Road, Chestnut Ridge, NY 10977 .

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.

Balanced Home Care LLC (same ownership as Operator)

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.

Balanced Home Care LLC (same ownership as Operator)

7. All residents have the right to receive services from any provider, regardless of whether the Operator of this residence has an arrangement with the provider.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. All residents should be aware that public funds for the payment of residential, supportive or home health services are available for eligible individuals. Assisted Living Residents should also be aware that the facility does not accept public funds payments as payment in full. Therefore, if the facility rate exceeds the amount of public funds available to a resident, and the resident is unable to pay (in full) the balance of the facility's Daily Basic Rate, the facility will assist the resident in securing placement at another facility, pursuant to applicable law and regulation.

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 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 1-855-582-6769 to request an Ombudsman to advocate for the resident. 914-500-3406 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.
12. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-N of the Public Health Law, 19 NYCRR sections 485-488 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

EXHIBIT F

TIERED FEE ARRANGEMENTS AND ROOM RATES FOR NON-ALP RESIDENTS

Assisted Living Program (ALP) residents, are NOT subject to the tiered fee structure or room rates on this exhibit, so long as they are admitted to the ALP and remain eligible for Medicaid benefits. The ALP addendum sets forth all fees for ALP residents.

All residents receive Basic Services including all of the services outlined in Section I.B. All residents receive these services in our "Promenade Living" package for no additional fee above their room rates, shown below.

	STUDIO Approx. 280 sf	DELUXE STUDIO Approx. 305 sf	LUXURY STUDIO Approx. 441 sf	1 BR SUITE Approx. 569 sf	SHARED DELUXE STUDIO (per person) Approx. 305 sf
Daily Room Rate (starting at ,,,)	**$150**	**$165**	**$190**	**$205**	**$100**

Promenade Living: Basic Rate/Services

Under Promenade Living, Promenade will allocates up to a minimum of 3.75 hours of personal care assistance staff time per week for all residents in this category to receive a basic level of service for, supervision and personal care including assistance with activities of daily living and medication management. Section 1.B. indicates all Basic Services1-8 provided to every Resident. Promenade Living services are included in the Daily Rate

Promenade at Chestnut Ridge uses a tiered billing arrangement where additional personal care services above the minimum 3.75 hours of personal care assistance per week (Basic Rate services) are available should You require additional assistance with personal care services.

In consultation with Your physician, we will create an Individualized Service Plan (ISP) specifically designed to meet your personal care needs prior to admission, every six (6) months, when requested by your physician, or whenever there is a change in your care needs.

Tiered Personal Care Services

Promenade Transitional Living	Add: $358.50 per day to the Daily Basic Rate
Promenade Supportive Living	Add: $66.00 per day to the Daily Basic Rate
Promenade Enriched Living	Add: $105 per day to the Daily Basic Rate
Promenade Comprehensive Living	Add: $140 per day to the Daily Basic Rate
Promenade Enhanced Living	Add: $165 per day to the Daily Basic Rate
Promenade Enhanced Living Plus	Add: $185 per day to the Daily Basic Rate

For ALR Residents Only

Promenade Transitional Living: Promenade Transitional Living allocates up to 4.75 hours of personal care assistance per week for Residents in this category The residents in this level will require general supervision of and repeated reminders and assistance with activities of daily living for personal hygiene, medication management, meals and activities.

Promenade Supportive Living: Promenade Supportive Living allocates up to 5.75 hours of assistance with personal care per week for Residents in this category. The residents in this level require intermittent care and personal care assistance at various points during the day such as some assistance with personal care, supervision with showering/dressing, and laying out clothing and dressing.

Promenade Enriched Living: Promenade Enriched Living, Promenade allocates up to 6.75 hours of personal care assistance per week for Residents in this category. The residents in this level require continuous hands on care and frequent reminders throughout the day. Residents require guidance for general activities of daily living such as dressing, showering, ambulation and some assistance with toileting, but are capable of assisting the caregivers with their own care.

Promenade Comprehensive Living: Promenade Comprehensive Living, allocates up to 7.75 hours of assistance with personal care per week for Residents in this category. The residents in this level require continuous and total comprehensive assistive care throughout the day with monitoring to perform most activities of daily living and are dependent on the caregivers to cue, assist and manage the care.

Tiered Personal Care Services: Enhanced Assisted Living Residence Tiered Service Plans

Promenade Enhanced Living: Promenade Enhanced Living, Promenade will allocate up to 6.75 hours of staff time per week for Residents. These residents will generally require continuous care throughout the day. In addition to the services described in the Promenade Enriched Living tier includes EALR services but excluding those services that must be delivered by a nurse or supervised by a nurse as outlined in section IV of the ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT.

Promenade Enhanced Living Plus: Promenade Enhanced Living Plus, allocates up to 7.75 hours of staff time per week for Residents. These residents will generally require continuous care throughout the day. In addition to the services described in the Comprehensive Living tier, includes all EALR services as outlined in section IV of the ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT.

Note that all tier levels include medication management services including ordering, receiving, organizing, observing, and documenting and assistance with self- administration of medications.

***These rates are subject to change upon forty-five (45) days written notice.**

EXHIBIT G

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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

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

EXHIBIT H

PROPERTY/ITEMS HELD BY THE OPERATOR FOR YOU

A New York State Department of Health Form, Adult Care Facility Inventory of Resident Property (DOH-5194), is attached for listing all of the Resident's property held by the Operator.

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____ **OPERATING CERTIFICATE NUMBER:** _____

			RESIDENT NAME	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
ITEM	QUANTITY	ESTIMATED $ VALUE (if known)	DESCRIPTION			
RESIDENT SIGNATURE X		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE X	DATE		

DOH-5194 (DSS-3027) (Revised 7/78, 6/14, 10/15, 12/15)

EXHIBIT I

RULES OF THE RESIDENCE

POLICY:

The resident and responsible party agrees to abide by the following to ensure the safety and comfort of all residents of Promenade at Chestnut Ridge.

PROCEDURE:

1. All residents and their guests must respect the rights of other residents and treat other residents, their guest and staff with respect. Residents must respect the property of other residents and of the residence.
2. Promenade is a smoke-free residence.
3. For the safety of our residents, the front entrance door may be locked. To gain entrance to the residence, please ring the doorbell. All guests **must** register upon entering the residence and sign out when leaving.
4. Residents leaving the residence must notify their resident assistant and sign out and in at the reception desk.
5. Due to the safety rules, certain items are not to be permitted in resident rooms, as outlined in the Residency Agreement. These include coffee pots, toasters, electric blankets, extension cords, etc. Participation in fire drills is mandatory.
6. To avoid accidents and promote safety, residents should keep their rooms neat by refraining from leaving items on the floor like clothing, books and shoes that might cause a fall. Residents should advise staff if they notice anything in their room in need of repair.
7. Residents should refrain from storing any personal items in the hallways or other common areas.
8. Meal Service: The Facility provides set times for meal service, during which times Residents are invited to eat in the Dining Room.

Breakfast:	Between 8:30 and 9:30 am
Lunch (main meal):	Between 12:00 and 1:00 pm
Supper:	Between 5:00 and 6:00 pm

Residents are encouraged to invite guests for meals. Please notify the dietary department at least 24 hours in advance. Charges for guest meals are as follows:

Breakfast:	$8.00
Lunch:	$15.00
Supper:	$12.00

Residents requesting room service, during meal time, or at any other time, shall be assessed a fee of $5.00 per meal. The fee shall be waived if the request is made due to illness.

9. There is a phone located at the front desk for the residents use and accessibility at all times.

10. All pet visits must be pre-approved by the Residence Director. All visiting pets must have current shots and vaccinations and be carried or on a leash at all times to avoid disturbing other residents.

11. It is the policy of the Operator to provide equal housing opportunities for all qualified residents and applicants, and there shall be no discrimination against any person on the grounds of race, color, religion, national origin, sex, disability, sexual orientation, age, familial status, marital status, military status, alienage, or citizenship status.

EXHIBIT J

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

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

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

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

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

EXHIBIT K

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

The Operator welcomes Your recommendation for changes and improvements in the Facility, and is open to receiving resident grievances, in accordance with the following procedure.

The Residence has an active Resident Council which maintains various subcommittees to provide feedback to the Residence regarding Resident interests, tastes, and recommendations for improvement. Residents are encouraged to attend the Resident Council meetings in order to give voice to all opinions.

If a Resident has a specific grievance, the Resident shall submit the grievance in writing to the Case Manager. All grievances will remain confidential, unless the resident submitting the grievance otherwise requests. If a Resident prefers to submit a grievance anonymously, he or she may do so through the Resident Council or deposit his/her comment in the Suggestion Box located in the lobby.

The Case Manager, after consulting with the Administrator, shall respond in writing to the grievance in a reasonable timeframe, but in all cases a response shall be made within 21 days. The Resident shall receive a written response from the Operator or its designee directly, except where the grievance was submitted through the Resident Council or anonymously through the Suggestion Box located in the lobby, in which case, the Resident Council shall receive the written response.

EXHIBIT L

CONSUMER INFORMATION GUIDE FOR ASSISTED LIVING RESIDENCES

TABLE OF CONTENTS

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/ .

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 .

A glossary for definitions of terms and acronyms used in this guide is provided on pages 10 and 11.

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

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

WHO OPERATES ALRs?

ALRs can be owned and operated by an individual or a for-profit business group or corporation, a not-for-profit organization, or a government agency.

PAYING FOR AN ALR

It is important to ask the ALR what kind of payment it accepts. Many ALRs accept private payment or long term care insurance, and some accept Supplemental Security Income (SSI) as the primary method of payment. Currently, Medicaid and Medicare will NOT pay for residing in an ALR, although they may pay for certain medical services received while in the ALR.

Costs vary among ALRs. Much of the variation is due to the types and level of services provided and the location and structure of the residence itself.

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

There are three types of ALRs: Basic ALRs (ALR), Enhanced ALRs (EALR), and Special Need ALRs (SNALR). The services provided, offered or permitted vary by type and can vary from residence to residence. Prospective residents and their representatives should make sure they understand the type of ALR, and be involved in the ISP process (described below), to ensure that the services to be provided are truly what the individual needs and desires.

Basic ALR: A Basic ALR takes care of residents who are medically stable. Residents need to have an annual physical exam, and may need routine medical visits provided by medical personnel onsite or in the community.

Generally, individuals who are appropriately served in a Basic ALR are those who:

- Prefer to live in a social and supportive environment with 24-hour supervision;
- Have needs that can be safely met in an ALR;
- May be visually or hearing impaired;
- May require some assistance with toileting, bathing, grooming, dressing or eating;
- Can walk or use a wheelchair alone or occasionally with assistance from another person, and can self-transfer;
- Can accept direction from others in time of emergency;
- Do not have a medical condition that requires 24-hour skilled nursing and medical care; or
- Do not pose a danger to themselves or others.

The Basic ALR is designed to meet the individual's social and residential needs, while also encouraging and assisting with activities of daily living (ADLs). However, a licensed ALR may also be certified as an Enhanced Assisted Living Residence (EALR) and/or Special Needs Assisted Living Residence (SNALR) and may provide additional support services as described below.

Enhanced ALR (EALR): Enhanced ALRs are certified to offer an enhanced level of care to serve people who wish to remain in the residence as they have age-related difficulties beyond what a Basic ALR can provide. To enter an EALR, a person can "age in place" in a Basic ALR or enter directly from the community or another setting. If the goal is to "age-in-place," it is important to ask how many beds are certified as enhanced and how your future needs will be met.

People in an Enhanced ALR may require assistance to get out of a chair, need the assistance of another to walk or use stairs, need assistance with medical equipment, and/or need assistance to manage chronic urinary or bowel incontinence.

An example of a person who may be eligible for the Enhanced ALR level of care is someone with a condition such as severe arthritis who needs help with meals and walking. If he or she later becomes confined to a wheelchair and needs help transferring, they can remain in the Enhanced ALR.

The Enhanced ALR must assure that the nursing and medical needs of the resident can be met in the facility. If a resident comes to need 24-hour medical or skilled nursing care, he/she would need to be transferred to a nursing facility or hospital unless all the criteria below are met:

a) The resident hires 24-hour appropriate nursing and medical care to meet their needs;

b) The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR;

c) The operator agrees to provide services or arrange for services and is willing to coordinate care; and

d) The resident agrees with the plan.

Special Needs ALR (SNALR): Some ALRs may also be certified to serve people with special needs, for example Alzheimer's disease or other types of dementia. Special Needs ALRs have submitted plans for specialized services, environmental features, and staffing levels that have been approved by the New York State Department of Health.

The services offered by these homes are tailored to the unique needs of the people they serve. Sometimes people with dementia may not need the more specialized services required in a Special Needs ALR, however, if the degree of dementia requires that the person be in a secured environment, or services must be highly specialized to address their needs, they may need the services and environmental features only available in a Special Needs ALR. The individual's physician and/or representative and ALR staff can help the person decide the right level of services.

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized

plan to address the person's behavioral changes caused by dementia. Some of these changes

may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

	ALR	EALR	SNALR
Provides a furnished room, apartment or shared space with common shared areas	X	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities	X	X	X
Periodic medical visits with providers of resident choice are arranged	X	X	X
Medication management assistance	X	X	X
24 hour monitoring by support staff is available on site	X	X	X
Case management services	X	X	X
Individualized Service Plan (ISP) is prepared	X	X	X
Assistance with walking, transferring, stair climbing and descending stairs, as needed, is available		X	
Intermittent or occasional assistance from medical personnel from approved community resources is available	X	X	X
Assistance with durable medical equipment (i.e., wheelchairs, hospital beds) is available			X
Nursing care (i.e. vital signs, eye drops, injections, catheter care, colostomy care, wound care, as needed) is provided by an agency or facility staff		X	
Aging in place is available, and, if needed, 24 hour skilled nursing and/or medical care can be privately hired		X	
Specialized program and environmental modifications for individuals with dementia or other special needs			X

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before making a decision to apply for residence. Look around, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.
Ask to examine an "open" or "model" unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available or can be installed. Remember charges may be added for any special modifications requested.

It is important to keep in mind what to expect from a residence. It is a good idea to prepare a list of questions before the visit. Also, taking notes and writing down likes or dislike about each residence is helpful to review before making a decision.

***THINGS TO CONSIDER*:** When thinking about whether a particular ALR or any other type of community-based housing is right, here are some things to think about before making a final choice.

Location: Is the residence close to family and friends?

Licensure/Certification: Find out the type of license/certification a residence has and if that certification will enable the facility to meet current and future needs.

Costs: How much will it cost to live at the residence? What other costs or charges, such as dry cleaning, cable television, etc., might be additional? Will these costs change?

Transportation: What transportation is available from the residence? What choices are there for people to schedule outings other than to medical appointments or trips by the residence or other group trips? What is within safe walking distance (shopping, park, library, bank, etc.)?

Place of worship: Are there religious services available at the residence? Is the residence near places of worship?

Social organizations: Is the residence near civic or social organizations so that active participation is possible?

Shopping: Are there grocery stores or shopping centers nearby? What other type of shopping is enjoyed?

Activities: What kinds of social activities are available at the residence? Are there planned outings which are of interest? Is participation in activities required?

Other residents: Other ALR residents will be neighbors, is this a significant issue or change from current living arrangement?

Staff: Are 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 apartment 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.).

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

An evaluation is required before admission to determine eligibility for an ALR. The admission criteria can vary based on the type of ALR. Applicants will be asked to provide results of a physical exam from within 30 days prior to admission that includes a medical, functional, and mental health assessment (where appropriate or required). This assessment will be reviewed as part of the Individualized Service Plan (ISP) that an ALR must develop for each resident.

The ISP is the "blueprint" for services required by the resident. It describes the services that need to be provided to the resident, and how and by whom those services will be provided. The ISP is developed when the resident is admitted to the ALR, with the input of the resident and his or her representative, physician, and the home health care agency, if appropriate. Because it is based on the medical, nutritional, social and everyday life needs of the individual, the ISP must be reviewed and revised as those needs change, but at least every six months.

APPLYING TO AN ALR

The following are part of entering an ALR:

An Assessment: Medical, Functional and Mental: A current physical examination that includes a medical, functional and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required form.

An application and any other documents that must be signed at admission (get these from the residence). Each residence may have different documents. Review each one of them and get the answers to any questions.

Residency Agreement (contract): All ALR operators are required to complete a residency agreement with each new resident at the time of admission to the ALR. The ALR staff must disclose adequate and accurate information about living in that residence. This agreement determines the specific services that will be provided and the cost. The residency agreement must include the type of living arrangements agreed to (e.g., a private room or apartment); services (e.g., dining, housekeeping); admission requirements and the conditions which would require transfer; all fees and refund policies; rules of the residence, termination and discharge policies; and resident rights and responsibilities.

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department's website at:
http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf .

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. For a copy of an individual ALR's statement of rights and responsibilities, ask the ALR.

LICENSING AND OVERSIGHT

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

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.

Glossary of Terms Related to Guide

Activities of Daily Living (ADL): Physical functions that a person performs every day that usually include dressing, eating, bathing, toileting, and transferring.

Adult Care Facility (ACF): Provides temporary or long-term, non-medical, residential care services to adults who are to a certain extent unable to live independently. There are five types of adult care facilities: adult homes, enriched housing programs, residences for adults, family-type homes and shelters for adults. Of these, adult homes, enriched housing programs, and residences for adults are overseen by the Department of Health. Adult homes, enriched housing programs, and residences for adults provide long-term residential care, room, board, housekeeping, personal care and supervision. Enriched housing is different because each resident room is an apartment setting, i.e. kitchen, larger living space, etc. Residences for adults provide the same services as adult homes and enriched housing except for required personal care services.

Adult Day Program: Programs designed to promote socialization for people with no significant medical needs who may benefit from companionship and supervision. Some programs provide specially designed recreational and therapeutic activities, which encourage and improve daily living skills and cognitive abilities, reduce stress, and promote capabilities.

Adult Day Health Care: Medically-supervised services for people with physical or mental health impairment (examples: children, people with dementia, or AIDS patients). Services include: nursing, transportation, leisure activities, physical therapy, speech pathology, nutrition assessment, occupational therapy, medical social services, psychosocial assessment, rehabilitation and socialization, nursing evaluation and treatment, coordination of referrals for outpatient health, and dental services.

Aging in Place: Accommodating a resident's changing needs and preferences to allow the resident to remain in the residence as long as possible.

Assisted Living Program (ALP): Available in some adult homes and enriched housing programs. It combines residential and home care services. It is designed as an alternative to nursing home placement for some people. The operator of the assisted living program is responsible for providing or arranging for resident services that must include room, board, housekeeping, supervision, personal care, case management and home health services. This is a Medicaid funded service for personal care services.

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

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

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

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

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

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

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

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

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

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

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

State of New York Department of Health

EXHIBIT M

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Promenade at Chestnut Ridge (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 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 Promenade at Chestnut Ridge at 168 Red Schoolhouse Road, Chestnut Ridge, NY 10977.

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 "Community"), and the Operator has accepted Your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Services to be provided by Balanced Care Licensed Home Care Agency in the Enhanced Assisted Living Residence are:

- Physical assistance with mobility/ambulation to residents who chronically require the assistance of another person to: (1) walk; and/or (2) climb or descend stairs.
- Assistance with certain medical equipment
  - oxygen equipment (changing the tanks and adjusting the flow rate)
  - Foley catheter – empty and change bag
  - Colostomy bag – empty and change
- Routine Nursing Services
  - Physical assistance with feeding
  - Vital signs/bowel sounds/lung sounds
  - Routine skin care including the application of creams and lotions
- Eye Drops
- Ear Drops or Ear Lavage
- Superficial Wound Treatment, such as:
  - Skin tears
  - minor abrasions
- PRN Medication Administration
- Medications w/Parameters

- Staffing levels will be maintained in compliance with all applicable laws and regulations and will be adjusted to meet the actual needs of the residents in the EALR.. The remainder of the building generally maintains a ratio of 1:25 staff to residents from 9am to 5pm

who are also available to assist those EALR residents. An RN is on call 24/7 for the benefit of all residents. In addition to the staff listed above, there is a full time administrator, case manager and other facility staff at the facility or on-call.

- All facility aides will be trained to respond to the needs of EALR residents and to summons the on-call RN, whenever necessary; and
- The Residence meets all applicable laws and regulations governing life safety, and is fully sprinkled, has supervised smoke detectors and has smoke corridors.

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 Community: 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
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 Community, 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 Community.

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, including the terms set forth in this paragraph.

Effective Date:_____ Date of Occupancy: _____

Room Number:_____ Room Rate: $_____/day

Personal Care Tier:_____ Personal Care Rate: $_____/day

Total Daily Basic Rate: $_____/day

Date _____ (Signature of Resident) _____

Print Resident Name _____

Date _____ (Signature of Resident's Representative) _____

Print Resident's Representative Name _____

Date _____ (Signature of Resident's Legal Representative) _____

Print Resident's Legal Representative Name _____

Date _____ (Signature of the Operator or the Operator's Representative) _____

EXHIBIT N

Resident Rights in Assisted Living Programs

The Social Services Law and Public Health Law give you certain rights as a resident in an Assisted Living Program. AT A MINIMUM, A RESIDENT HAS THE RIGHT:

(i) To receive courteous, fair and respectful care and treatment, and not be physically, mentally or emotionally abused or neglected in any manner;

(ii) To exercise his or civil rights and religious liberties, and to make personal decisions, including the choice of physician, and to have the assistance and encouragement of the operator in exercising these rights and liberties;

(iii) To have private written and verbal communications or visits with anyone of his or her choice, or to deny or end such communications or visits;

(iv) To send and receive mail or any correspondence unopened and without interception or interference;

(v) To present grievances and complaints including those related to care and services and recommend changes in policies and services on his/her behalf, or the behalf of other residents, to the administrator, facility staff, the Department of Health, other government officials, or any other parties without fear of interference, coercion, discrimination, or reprisal. This extends to the resident's designee, as well. If not satisfied with the results of the complaint investigation, the resident or his/her designee shall have the right to appeal the outcome to the Department of Health, as appropriate.

(vi) To join other residents or individuals inside or outside the facility to work for improvement of resident care;

(vii) To confidential treatment of personal, social, financial, and health records;

(viii) To have privacy in treatment and in caring for personal needs;

(ix) To receive a written statement (admission agreement) of the services regularly provided by the facility operator, those additional services which will be provided if the resident needs or asks for them, and the charges (if any) for these additional services;

(x) To manage his or her own financial affairs;

(xi) To not be coerced or required to perform the work of staff members or contractual work; and if the resident works, to receive fair compensation from the operator of the facility;

(xii) To have security for any personal possessions if stored by the operator;

(xiii) To have recorded on the facility's accident or incident report the resident's version of the events leading up to the accident or incident; and

(xiv) To object if the operator terminates the admission agreement against the resident's will.

(xv) To refuse treatment after being fully informed of and understanding the consequences of such actions, unless the refusal causes, or is likely to cause, in the judgment of a physician, life threatening danger to the resident or others.

Resident Protections

IN ADDITION TO YOUR RIGHTS AS A RESIDENT, SOCIAL SERVICES LAW AND REGULATIONS PROVIDE OTHER PROTECTIONS. THESE IMPORTANT PROTECTIONS INCLUDE REQUIREMENTS THAT THE OPERATOR, ADMINISTRATOR, STAFF OR OTHER AGENTS OF THE OPERATOR:

Provide to you, before or at the time of the admission interview, a copy of the Admission Agreement, a copy and explanation of resident rights and protections, the listing of Legal Services and Advocacy agencies made available by the Department, and a copy of any facility rules related to resident activities, and tell you of your obligation to comply with these rules;

Provide to you at least thirty (30) days advance notice of any change in the facility's rate or charges for supplemental services;

Provide to you, your next of kin or representative of your choice, at least thirty (30) days advance notice of the facility's intention to termination your admission agreement. The notice must include: the reason for termination; the date of termination; that you have a right to object to the termination of the agreement and discharge; that if you object, you may remain in the facility and the operator, in order to terminate, must begin a court proceeding; that you will not be discharged against your will unless the court rules in favor of the operator. At the time of notice, the operator must give you a list of agencies providing free legal and advocacy services within the local area of the facility;

Allow you to end your admission agreement, subject to the conditions for notice established in your admission agreement;

Guarantee that you keep, from any Supplemental Security Income (SSI) or Home Relief (HR) payments you receive, a personal needs allowance to buy any items the operator is not required to provide to you;

Offer each SSI or HR recipient the opportunity to keep personal allowance funds in an account maintained by the facility;

Maintain complete records on your personal allowance account and upon request, or at least quarterly, show or give you a statement which has all deposits, withdrawals, and the current balance in the account;

Allow you to review upon request Department-issued inspection reports, excluding any confidential attachments, for the most recent two year period.

Encourage and assist residents in organizing and maintaining committees, councils, or such other self-governing body as the residents may choose;

Maintain a system for accepting and responding to grievances and recommendations for changes or improvements in facility operations;

Allow you privacy in your room, subject to reasonable access by facility staff;

Neither physical restrain you nor lock you in a room at any time; Allow you to leave and return to the facility at reasonable hours;

Neither require from you nor accept from you any gratuity (i.e., tip or gift) in any form.