THE LOUDONVILLE
ASSISTED LIVING RESIDENCE
A Neighborhood of Care

RESIDENCY AGREEMENT

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

MAY 1 0 2019

NYS Department of Health
Reviewer's Initials: _____

LOUDONVILLE ASSISTED LIVING RESIDENCE
Residency Agreement – Table of Contents

EXHIBITS

RESIDENCY AGREEMENT

A. This agreement is made between LOUDONVILLE ASSISTED LIVING RESIDENCE the "Operator",

_____ 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 298 Albany Shaker Rd., Loudonville, NY 12211, an Assisted Living Residence ("The Residence") known as Loudonville Assisted Living Residence and as an Adult Home.

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

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

AGREEMENTS

I. Housing Accommodations and Services

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

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A. Housing Accommodations and Services

1. Your Apartment/Room. You may occupy and use a:

( ) private apartment
( ) semi-private apartment

identified on Exhibit I.A.1., subject to the terms of this Agreement.

2. Common areas. You will be provided with the opportunity to use all general purpose rooms at the Residence.

3. Furnishings/Appliances Provided By The Operator

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

4. Furnishings/Appliances Provided by You

Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your apartment/room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

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

1. Meals and Snacks. Three nutritionally well-balanced meals per day and two snacks per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Regular, (2000 calorie diet), No added salt (maximum 4 grams sodium), gluten free, no concentrated sweets (2000 calorie diet with sugar free deserts), bland and textured.

2. Activities. The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.

3. Housekeeping.

4. Linen Service. (towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition)

5. Laundry of Your personal Washable clothing.

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

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. Include some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage, disposal and assistance with self-administration of medication.

9. Development of Individualized Service Plan (ISP). An ISP will be developed to address the resident's needs and will be updated every 6 months or when there is a change in health.

C. Additional Services.

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

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

II. Disclosure Statement

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

III. Fees

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A. Basic Rate.

(1) Flat Fee Arrangements

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

B. Supplemental or Additional Fees
A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the basic rate. A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident *(See section III B).*

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 any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence.

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

C. Rate or Fee Schedule.

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

D. Billing and Payment Terms Payment is due by the 1st of each month. Please inform the Bookkeeper or Administrator if monthly billing statements are desired. All payments should be mailed to Loudonville Assisted Living Residence at 298 Albany Shaker Rd., Loudonville, NY 12211 ATTN: Bookkeeper or dropped off at the front desk.
In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for services provided for in this agreement or additional services or care needed by the Resident, discharge procedures may be initiated as outlined in accordance of section XIII of this agreement.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 2, 3 and 4 below.

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

3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.

4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.

5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

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F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is equivalent to the monthly rate as outlined in Section IIIA of this agreement and will be prorated by the actual number of days reserved. The maximum length of time a space will be reserved is 45 days. A provision to reserve a residential space does not supercede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, the Operator must provide You, Your Representative or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made.

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.

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

V. Transfer of Funds or Property to Operator

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

VI. Property or items of value held in the Operator's custody for You.

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

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

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

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

You must complete the following:

I receive SSI funds _____ or I have applied for SSI funds_____

I receive SNA funds_____ or I have applied for SNA funds_____

I do not receive either SSI or SNA funds _____

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

X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.

2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.

3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services

Plan.

4. If You are being admitted to the Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply. If You are being admitted to the Special Needs Assisted Living Residence, the additional terms of the "Special Needs Assisted Living Residence Addendum" will apply.

5. If You are residing in the Residence and Your care needs subsequently change in the future to the point that You require 24-hour skilled nursing care or other services such as Special Needs Assisted Living (Memory Care) or Enhanced Assisted Living, You will no longer be appropriate for residency in the Basic Residence. If this occurs, you may be eligible in the Special Needs or Enhanced units if vacancies exist. If they do not or you are otherwise not eligible, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement.

6. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) chronically require the physical assistance of another person in order to walk; or (b) chronically required the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.

7. 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

Outlined in Exhibit XI. and made a part of this Agreement are the Rules of the Residence. By signing this agreement, You and Your representatives acknowledge receipt of the Loudonville Assisted Living Resident Handbook as the "Rules of the Residence".

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

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

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.

2. Supply of personal clothing and effects.

3. Payment of all medical expenses including transportation for medical purposes, except when payments 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.

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;

2. Upon 30 days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;

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

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;

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

3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises,

materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;

5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;

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

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

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You.

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

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

XIV. Transfer

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

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

2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself of others; or

3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been removed. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person. If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

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

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XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same. Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

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XVII. Miscellaneous Provisions

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

2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.

3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

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

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XVIII. Agreement Authorization

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

Dated: _____ _____

(Signature of Resident)

Dated: _____ _____

(Signature of Resident's Representative)

Dated: _____ _____

(Signature of Resident's Legal Representative)

Dated: _____ _____

(Signature of Operator or the Operator's Representative)

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(OPTIONAL) Personal Guarantee of Payment

_____ personally guarantees payment of charges for Your Basic Rate.

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

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

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(OPTIONAL) Guarantor of Payment of Public Funds

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

_____ _____

(Date) (Guarantor's Signature)

_____

Guarantor's Name (Print)

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

Apartment Number:_____

[ ] Private [ ] Semi-Private

[ ] ALR [ ] Enhanced (EALR) [ ] Special Needs (SNALR)

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EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

[ ] Single Bed and Mattress
[ ] Pillow
[ ] Chair
[ ] Table
[ ] Lamp
[ ] Individual Dresser
[ ] Lockable storage area
[ ] Curtains, shades or blinds
[ ] Other:_____

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EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

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EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

Item	Additional Charge	Provided By
Dry Cleaning, Clothing repairs and purcchases	Yes – VENDOR COST	Resident
Professional Hair Grooming	Yes – VENDOR COST	Resident
Personal Toiletry Articles	Yes – VENDOR COST	Resident
Commissary Goods	Yes – VENDOR COST	Resident
Medical Transportation	No	Operator (per availability)
Cultural/Activities Transportation	No	Operator (per availability)
Long Distance Telephone Service	Yes – VENDOR COST	Resident
Telephone Service in Room	Yes – VENDOR COST	Resident
Cable TV	$16/mo.	Operator
Physician Visits		Resident
Medications		Resident

Medical transportation may be provided free of charge by various entities.

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EXHBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Outside provider PRN Physical, Occupational and Speech Therapy Network, PLLC, employs physical and occupational therapists licensed by the University of the State of New York, Educational Department for on-site services.

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EXHIBIT II

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DISCLOSURE STATEMENT

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

1. The Consumer Information Guide (upon development by the Commissioner of Health) is hereby attached as Exhibit XVII of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate 298 Loudonville Shaker Rd., Loudonville, NY 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 a Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Enhanced Assisted Living services or Special Needs Assisted Living Services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:

Enhanced Assisted Living services for up to a maximum of _(27)_ persons.
Special Needs Assisted Living services for up to a maximum of _(18)_ persons.

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

It is important to note that The Operator is currently approved to accommodate within The Enhanced and Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced or Special Needs Assisted Living Services, and a unit is available, you will be eligible to be admitted into the Enhanced or Special Needs Assisted Living Program 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 or Special Needs Assisted Living Residence programs within this Residence, it may be necessary for You to change your apartment within the Residence.

3. The Operator of the Residence is Michael Levine and Rhea O'Connor. The mailing address is 298 Albany Shaker Road, Loudonville NY 12211. The following individual is authorized to accept personal services on behalf of the Operator Michael Levine and Rhea O'Connor.

4. There is not any ownership in excess of 10% on the part of the Operator (whether a legal or beneficial interest) in any entity which provides care, material, equipment or other services to residents of the Residence. N/A

5. List any ownership in 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 the residents of Loudonville Assisted Living. N/A

6. All residents have the ability to receive services from service providers of choice, including those whom the Operator has no affiliation.

7.All residents will have access to availability of public funds for residential, supportive, or home health services including, but not limited, to availability of Medicare coverage for home health services.

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

9. Residents can receive services from service providers of choice, including those with whom the Operator has no affiliation.

10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding services provided by the Assisted Living Operator 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. The Albany County Long Term Care Ombudsman can be reached at 518-372-5667 Ext. 206. The NYSLTCOP web site- www.LTCombudsman.ny.gov.

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EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS for Enhanced Level of Care only.

Support Level 1:

1.Personal Care Assistance
2.Assistance of 1 with Transfers/Ambulation
3.Mediation Assistance/ PRN Medications
4.Medical Equipment assistance
5.Oxygen Assistance
6.Nebulizer Assistance
7.Dressing changes/Wound Care
8.Instilling eye and ear drops
9.Nursing Assessment of RN

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Support Level 2

All services in Level 1 plus:
1.Injections
2.Urinary Catheterization/Catheter Care
3.Colostomy Care/ Irrigation
4.CPAP/BIPAP

Support Level 3

All services in Level 1 and Level 2 plus
1.2-person transfer
2.Ambulation with 2 assists
3.Feeding Assistance
4.Hospice Care Residents: Turn/Positioning, medication administration, all services provided under the direction of RN Program Manager.

Support Level One	Support Level Two	Support Level Three
Private Room $ 6850.00	Private Room $ 7350.00	Private Room $8250.00
Companion Suite $$ 5500.00	Companion Suite $6000.00	Companion Suite $7225.00

Please note when there is a condition change, which then requires services provided in a higher support level,(upon written orders from the primary care physician) -The Operator may with an amendment to the Residency Agreement change the support level

for billing purposes upon 3 days written notice, charging the fees set forth above. Loudonville will continue to communicate with families, residents, and legal representatives with any significant changes with resident care.

Our basic rates for Assisted Living and Special Needs are all inclusive, please refer to our Services and Amenities brochure for a full listing of services.

Assisted Living Rates:

The Loudonville Standard Suites	$4,635.00 per month
Courtyard with sky lighting	$4,725.00 per month
Luxury Suites	$4,995.00 per month
Companion Suite	S2, 902.00 per month
1 Bedroom Apartments	$5,806.00 per month
Community Fee (non-refundable)	$2,500.00 one-time fee

Gerald Levine Center for Memory Care

Gerald Levine Center for Memory Care	$6,411.00 per month
Companion Suite	$4,686.00 per month
Community Fee (non-refundable)	$2,500.00

Rates as of January 1, 2018

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EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Loudonville Assisted Living Residence requires a one-time community fee equivalent to $2,500. The community fee is non-refundable, except as noted in the following. The community fee is not a security deposit and is not intended to secure the performance of any obligation under this agreement. If the agreement is terminated prior to taking residency at Loudonville Assisted Living Residence, the Loudonville Assisted Living Residence will refund the community fee paid under this agreement minus $250 unless the move-in does not take place for physician documented medical reasons, in which case the entire community fee will be refunded. If the agreement is terminated within thirty (30) days of the date this agreement is signed, Loudonville Assisted Living Residence will pro-rate the community fee paid under this agreement over this 30-day period and refund a pro rata portion based on the number of days remaining in this 30-day period. The community fee refund will begin on the first day after move-out along with all furnishings and personal belongings has occurred.

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EXHIBIT III.C

RATE OR FEE SCHEDULE

Apartment Number :_____[ ] ALR [ ] EALR [ ] SNALR

Monthly Rate: $_____ per month*

*Includes all services as outlined in this agreement

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EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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EXHIBIT V1.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

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EXHIBIT X.I.

RULES OF THE RESIDENCE

Facility Rules

1. VISITING HOURS ARE FROM 9:00 AM – 8:00 PM. PLEASE COME WE ENJOY HAVING GUESTS.
2. WHEN RESIDENTS ARE LEAVING WITH FAMILY OR FRIENDS, PLEASE INFORM THE FACILITY PERSONNEL OF YOUR ESTIMATED TIME OF DEPARTURE. WE PREFER 24 HOUR NOTICE.
   ESPECIALLY IF RESIDENTS NEED MEDICATION TO GO WITH THEM. THIS WILL HELP US TO AVOID FAMILY HAVING TO WAIT.
3. IF FAMILY/FRIEND IS TAKING RESIDENT TO MEDICAL APPOINTMENT, PLEASE CALL 24 HOURS IN ADVANCE, AS IT IS NECESSARY TO PREPRARE APPROPRIATE PAPERWORK TO ACCOMPANY
   RESIDENT ON THEIR MEDICAL APPOINTMENT. WE REQUEST THAT THE PHYSICIANS REPORT (FORM) IS BROUGHT BACK TO OUR PROGRAM DIRECTOR OR SUPERVISOR AFTER EACH VISIT.
4. PERISHABLE FOODS ARE NOT ALLOWED IN RESIDENT ROOMS UNLESS STORED IN A PROPER CONTAINER. A REFRIGERATOR IS OPTIONAL AND PURCHASED BY THE FAMILY.
5. DINING ROOM COURTESY IS IMPORTANT TO STAFF MEMBERS AS WELL AS TABLE MATES.
6. ALCOHOLIC BEVERAGES ARE NOT TO BE KEEP IN RESIDENT ROOMS. WE CAN STORE ALCOHOL IN OUR MEDICATION ROOM WITH A DOCTORS ORDER, WHICH MUST BE PURCHASED BY FAMILY.
7. RESIDENTS ARE NOT PERMITTED IN THE KITCHEN AREA DURING MEAL TIMES FOR SAFETY REASONS.
8. TELEPHONES ARE LOCATED THROUGHOUT THE FACILITY FOR YOUR CONVENIENCE.
9. PERSONAL LAUNDRY WILL BE DONE FIVE DAYS A WEEK AND RETURNED IN TWENTY-FOUR HOURS. PLEASE MARK CLOTHING WITH ROOM NUMBER AT TIME OF ADMISSION ALONG WITH ANY NEW CLOTHES COMING IN. LET PERSON IN CHARGE KNOW OF NEW CLOTHES.
10. THERE IS NO SMOKING IN RESIDENT ROOMS OR COMMON AREAS. SMOKING AREAS ARE PROVIDED OUTSIDE THE FACILITY BY THE MAIN ENTRANCE.
11. OUR BEAUTY SHOP IS OPEN ON FRIDAY AND SATURDAY EACH WEEK. PLEASE LET THE BEAUTICIAN KNOW OF YOUR PREFERENCES.
12. THERE IS NO TIPPING ALOWED AT THE LOUDONVILLE ASSISTED LIVING RESIDENCE. WE WELCOME THE OPPORTUNITY TO ASSIST.

YOUR COOPERATION IS GREATLY APPRECIATED.

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

(a) Every resident's participation in assisted living shall be voluntary, and prospective residents shall be provided with enough 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; and

(p) Every resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, that if a resident, resident representative or legal representative agrees in writing to a specific rate or fee increase through an amendment of the residency agreement due to the resident's need for additional care, services or supplies, the operator may increase such rate or fee upon less than forty five days written notice.

(q) Every resident of an assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have a right to be informed by the operator, by a conspicuous posting in the residence, on at least a monthly basis, of the then-current vacancies available, if any, under the operator's enhanced and/or special needs assisted living programs.

Waiver of any of these resident rights shall be void. A resident cannot lawfully sign away the above-stated rights and responsibilities through a waiver or any other means.

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EXHIBIT XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

Resident Grievance Policy

Policy: It is the policy of Loudonville Assisted Living Residence to establish and maintain a system to receive and respond to grievances and recommendations for change or improvement in facility operations and programs, which are presented by residents.

Procedure: The resident grievance policy of Loudonville Assisted Living Residence operates as follows:

1. Residents and family members may file a grievance with the administrator of the Loudonville Assisted Living Residence. Residents and family members will be encouraged to give complete information, so the administrator can resolve their grievance in a timely manner. To verbally file a grievance, the resident/family member/representative may contact the Loudonville Assisted Living Residence during normal business hours and after-hours including holidays and weekends at (518) 463-4398. Residents may also file a grievance in writing to The Loudonville Assisted Living Residence, 298 Albany Shaker Rd., Loudonville, NY 12211. A suggestion box located inside the beauty salon is available to submit a confidential grievance.

   The administrator or staff receiving a grievance will complete the "Grievance Form". If an immediate resolution can be made the resolution is indicated on the form, if not, this section is left blank for further investigation by the administrator.

2. Documentation of Grievance: Every grievance expressed orally or in writing will be documented in the "grievance Log". The staff member who receives a grievance in any form will forward the concern to the administrator.

3. Notification of Resolution: The administrator will provide in writing to the resident/family/member/representative the resolution to their concern within forty-eight (48) hours of the formal filing of the grievance. Grievances will be posted on a bulletin board and/or discussed at resident council.

4. Non-Discrimination/Confidentiality: The Loudonville Assisted Living Residence will continue to provide services to the resident throughout the grievance process. There shall be no discrimination against a resident on the grounds that he/she has filed a grievance. The grievance log as well as the file containing information pertaining to the grievance will be maintained in a secure confidential location. Access to completed grievance files is limited. Violation of resident confidentiality will result in disciplinary action.

XVII. Appendix A – Consumer Information Guide.

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Loudonville Assisted Living Residence
Addendum to Special Needs Residency Agreement

This is an addendum to a Residency Agreement made between the Loudonville Assisted Living Residence (the "Operator"), _____,(the "Resident or You"), _____(the Resident's Representative"),_____(the "Resident's Legal Representative"). Such residency agreement is dated_____.

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.

Special Needs Assisted Living Certification

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at the Loudonville Assisted Living Residence, 298 Albany Shaker Road, Loudonville, NY 12211.

I. Request for and Acceptance of Admission

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

II. Request for and Acceptance of Admission

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

III. Specialized programs, Staff Qualifications and Environmental Modifications

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

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

APPROVED BY
[illegible]
INITIALS JP DATE 4 25 19

IV. Aging in place

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

Dated: _____ _____
Signature of Resident

Dated: _____ _____
Signature of resident's representative

Dated: _____ _____
Signature of resident's legal representative

Dated: _____ _____
Signature of operator or operator's representative

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DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS JR DATE 4/25/19

Exhibit S.N. #1

The Loudonville Assisted Living Residence

Specialized services to be provided in the Special Needs residence

1. Programming relevant to the special needs population.
2. Individualized programming to meet the social, emotional, physical, and spiritual needs of each resident.
3. Assistance with ADL's

*Bathing *Toileting/Management-Incontinence care
*Dressing *Verbal cuing/Redirecting
*Medication management
*Injections

Staffing

Director of Resident Care-On-Call 24/7 days a week when not on the premises.
Physician - On-Call 24/7 days a week when not on the premises.
Program Supervisor - 5 days a week.
LPN – In the building 7 days a week for 8 hours, and on-call 24/7 when not on the premises. Note: the program supervisor and the LPN may be the same person responsible for both roles

Resident Care Staff
Day Shift – 7am-3pm – 3 Resident Care Aides
Eve Shift - 3pm-11pm – 2.5 Resident Care Aides
Nights shift – 11pm-7am – 2 Resident Care Aides

Staff Education Requirements

GED/High School Diploma
Current NYS License for all nursing staff
Previous work experience and /or certification as a PCA or CNA
Previous work experience working with geriatric population and Alzheimer/dementia population.

Staff Training

All special needs staff will be trained on the following:
*Alzheimer/Dementia curriculum outing
*Overview of Alzheimer Disease and related dementia
*Understanding and managing challenging behaviors
*Successful communication strategies
*Nutrition and Hydration
*Maximizing ADL function
*Caregiver Stress/working with families in the spirit of team work
*Intimacy/sexuality
*Anti embolism stockings

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Environmental Features

Secured unit with delayed egress doors

Window stops

Security Cameras – entrance to unit, dining room, medication room and manager's office

Note: If additional services are required that are not listed, a consultation with administration will be held to determine if said services can be provided. If determination is made that services are not able to be provided by the facility, or a licensed certified home care agency, staff will assist resident and / or family with obtaining alternative level of care.

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NYSDOH REGIONAL OFFICE

INITIALS JR DATE 4 / 25 / 19

Loudonville Assisted Living Residence
Enhanced Assisted Living Residence
Addendum to Residency Agreement

This is an addendum to a Residency Agreement made between the Loudonville Assisted Living Residence (the "Operator"), _____,(the "Resident or You"), _____(the Resident's Representative"),_____(the "Resident's Legal Representative"). Such residency agreement is dated_____.

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

1. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Living at the Loudonville Assisted Living Residence, 298 Albany Shaker Road, Loudonville, NY 12211.

II. Physician Report

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

a. Your physician has physically examined you within the last month prior to your admission into this Enhanced Assisted Living Residence; and

b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

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

IV. Specialized programs, Staff qualifications and environmental modifications

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

a. Services to be provided in the Enhanced Assisted Living Residence;
b. Staffing Levels;
c. Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence;
d. Any environmental modifications that have been made to protect the health, safety and welfare or

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persons in the Residence.

V. Aging in place

The operator has notified you that, while the operator will make reasonable efforts to facilitate your ability to age in place according to your individualized service plan, there may be a point reached where your needs cannot be safely or appropriately met at the residence. If this occurs, the operator will communicate with you regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24 hour skilled nursing or medical care is needed

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

a. Your hire appropriate nursing, medical or hospice staff to care for you increased needs; And

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

c. The operator agrees to retain you as resident and to coordinate the care provided by the operator and the additional nursing, medical or hospice staff; AND

d. You are otherwise eligible to reside at the residence.

VII. Addendum agreement authorization

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

Signature or resident_____ Date_____

Signature of resident's representative_____ Date_____

Signature of resident's legal representative _____Date_____

Signature of operator or operator's representative_____Date_____

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EALR #1

1. Services to be provided in the Enhanced Assisted Living Residence include, but are not limited to:
   A. Transfer assistance
   B. Assistance with ambulation
   C. Assistance with oxygen
   D. Management of incontinence
   E. Nursing needs including:
      1. Instilling Eye Drops
      2. Instillation of Ear Drops
      3. Injections
      4. Urinary Catheterization, condom catheters and catheter care
      5. Colostomy Care
      6. Colostomy irrigation
      7. Dressing Changes/wound care
      8. Feeding assistance
      9. PRN Medication
      10. Nursing Assessment
      11. CPAP/BIPAP
      12. Nebulizer treatment
      13. Rectal Suppository
      14. Other nursing services consistent with the Nurse Practice Act (will be provided by a qualified outside services agency)
   F. Physical, Occupational and Speech Therapy (will be provided by a qualified outside services agency)

2. Staffing Levels – the staffing levels in the Enhanced Assisted Living Residence are as follows:

Facility Administrator Full-time Weekdays 9a-5p

Day Shift (7a-3p)

A. 1. Program Manager (RN) – 40 hours per week, on call 24/7
   2. Medication Tech. 7-3 shift
   3. 2 Home Health Aides (HHA)
   4. 2 Resident Aides
   4. Housekeeper
B. Evening Shift (3pm – 11pm)
   1. LPN
   2. 2 Home Health Aides (HHA)
   3. 2 Resident Aides
C. Night Shift (11-7)
   1. LPN or Medication Tech.
   2. Home Health Aide

3. Staff Education, Training and Work Experience
   A. Licensed RN's
   B. Licensed Nurses (LPN's)
   C. Home Health Aides with active certifications
   D. 12-month extensive in-service training program for all staff
   E. 40-hour initial orientation program for all resident care staff
   F. Loudonville Assisted Living is a member in good standing of the Empire State Association for Assisted Living