Good Shepherd - Fairview Home, Inc.

Assisted Living Residence

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

A. **This agreement** is made between Good Shepherd - Fairview Home, Inc. the "Operator", and _____ (the "Resident" or "You"), and

_____(the "Resident's Representative", if any) and

_____(the "Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 80 Fairview Avenue Binghamton NY 13904 an Adult Home and an Assisted Living Residence known as Good Shepherd - Fairview Home, Inc. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence **B.** You have requested to become a Resident at Good Shepherd - Fairview Home, Inc. and the Operator has accepted your request.

I. Housing Accommodations and Services

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

A. Housing Accommodations and Services

1. **Your Room.** You may occupy and use a private room on Exhibit I.A.1., subject to the terms of this Agreement.
2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Good Shepherd - Fairview Home, Inc. such as lounges, activity areas and outdoor areas. You will be able to use the common areas at the Community between the hours of 9am and 8pm 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.
3. **Furnishings/Appliances Provided By The Operator**

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

   Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by You in Your room. Such

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

B. Basic Services

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

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and three (3) snacks from pantry available each 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, Consistent Carbohydrate Diet (CCD), No Salt Added (NAS), Mechanical Soft, puree, thickened liquids. Food and Drink are available to You 24 hours per day, 7 days a week in the common area kitchenettes.
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 Good Shepherd - Fairview Home, Inc.
3. **Housekeeping.** The Operator will provide the following housekeeping services: Will clean resident rooms and bathrooms daily to include tidying, vacuuming and wiping down surfaces.
4. **Linen Service.** The Operator will provide a minimum of two (2) sheets; one (1) pillowcase, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition.

5. **Laundry of Your personal Washable clothing.** The Operator will provide the following laundry services: Laundering of personal washable clothing will be picked up from the resident's room twice weekly and delivered back to the resident on a weekly basis.
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 law and required by New York State Department of Health.
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 a minimum of 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 III.A.2 of this Agreement's rate or fee schedule.

9. **Development of Individualized Service Plan.** The Operator shall develop an Individualized Service Plan to address the resident's needs. The Individualized Service Plan will be updated every six months, whenever ordered by Your physician or when there is a change in the health status of the resident.

C. Additional Services

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

D. Licensure/Certification Status.

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

II. Disclosure Statement

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

III. Fees

A. Basic Rate.

Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section I.B. are included in a single fee, or a tiered fee basis, where charges for Basic Services in Section I.B. are determined by the type of services provided or the number of hours of care provided. This is referred to as the "Basic Rate".

This facility operates with a Flat Fee Basic Rate.

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

B. Supplemental, Additional or Community, Fees

The Residency Agreement includes a description of supplemental and additional 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 rates, fees or charges. See Exhibit I.C.

A Supplemental 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. Any charges for supplemental fees by the Operator shall be made only for services and supplies that are actually supplied 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.E.

A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what the

amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in Good Shepherd - Fairview Home, Inc. or to reject the Community fee and thereby reject residency at Good Shepherd - Fairview Home, Inc.

Good Shepherd - Fairview Home, Inc. Does not charge a Community Fee.

C. Rate or Fee Schedule.

Attached as Exhibit III.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 upon signing of the Residency Agreement and prior to the first of each month thereafter. Payment shall be delivered to the cashier. The Resident's Representative may mail payment prior to the first of the month to Good Shepherd - Fairview Home, Inc, 80 Fairview Avenue, Binghamton NY 13904 Attn. Billing. The Resident needs to notify the Operator in advance of the time they are no longer able

to pay for their care. In the event the 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 notice of termination, as more fully described in Section XIII. The Operator will assist the Resident in trying to obtain third party or Governmental assistance to pay for their care. The Resident may apply to the Operator for benevolent care assistance. The Operator will evaluate each request and provide such assistance when able or as required by regulations.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

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 or Supplementary fee upon no 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.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of "Your absence". The charge for this reservation is:

$_____ per day in Enhanced Assisted Living, $_____per day in Basic Assisted Living. (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 indefinitely so long as the total daily rate is paid. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after Your Discharge, the Operator must provide You, Your Resident Representative or Legal Representative, and any other person designated by You with a final written statement of Your payment and personal allowance accounts at Good Shepherd - Fairview Home, Inc. 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 . 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 Good Shepherd - Fairview Home, Inc. 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

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal 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 (DO-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/temporaryassistance/.

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. 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 Service 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 impairments and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with Federal, State and Local laws.
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 Service Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted

Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

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) are dependent on medical equipment and require only intermittent or occasional assistance from medical personnel; or (b) have chronic unmanaged urinary or bowel incontinence; or (c) who require EALR services offered by the community, which are listed in the EALR addendum.

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 evaluated as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence

Attached as Exhibit XI. and made a part of this Agreement are the Rules of the Residence. By signing this agreement, You and Your representatives agree to obey all reasonable Rules of the Residence.

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

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

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

3. Payment of all medical expenses including transportation for medical purposes, except when payments 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, provide the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Inform the Operator promptly of change in health status, change in physician, or change in medications.
6. Inform the Operator promptly of any change of name, address and/or phone number.

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

All items listed above should the Resident lack capacity or is otherwise unable to comply.

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

All items listed above should the Resident lack capacity or is otherwise unable to comply.

XIII. Termination and Discharge

This Residency Agreement and residency in Good Shepherd - Fairview Home, Inc. may be terminated in any of the following ways:

1. By mutual agreement between You and the Operator;
2. Upon thirty (30) days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;

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 following reasons, and if the Operator initiates a proceeding in a court of competent jurisdiction and that 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 Good Shepherd - Fairview Home, Inc. 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 (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 Good Shepherd - Fairview Home, Inc.;

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 Good Shepherd - Fairview Home, Inc. 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, the notice will include the date of the termination 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.

XIII. 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 thirty (30) days or court review, for the following reasons:

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself 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 Good Shepherd - Fairview Home, Inc. 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 delivered to You at the location to which You have been transferred. For residents who have a guardian appointed, services will be made to the resident's representative or next of kin by certified mail, with a copy to the resident by certified mail.

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 Good Shepherd -

Fairview Home, Inc. and if the Residency Agreement is still in effect, You must be readmitted.

XIV. 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 Good Shepherd - Fairview Home, Inc.. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XV. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in Good Shepherd - Fairview Home, Inc.'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 Good Shepherd - Fairview Home, Inc..

The Operator agrees that the Residents of the Good Shepherd - Fairview Home, Inc. 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.

XVI. 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 applicable federal and state statutes and regulations that govern the license of the Operator shall be null and void, and the terms of applicable statues and/or regulations will control.

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

XVII. 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/POA)

Dated: _____ _____
(Signature of Operator or the Operator's Representative)

(Optional) **Personal Guarantee of Payment**

Personal Guarantee of Payment 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.

_____ personally guarantees payment of charges for the following services, materials or equipment, provided to You, that are not covered by the Basic Rate (Insert the services, materials or equipment not covered in the Basic Rate for which the Guarantor is responsible):

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

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

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

_____ _____

(Date) (Guarantor's Signature)

_____

Guarantor's Name (Print)

EXHIBIT I.A.1.

IDENTIFICATION OF ROOM

RESIDENT NAME: Insert Resident's Name

UNIT #: Insert Resident's Unit #

UNIT TYPE: Insert Unit Type

UNIT LOCATION: Insert Unit's Location

UNIT DESCRIPTION: Insert a Description of the Unit

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

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

- A standard single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition; a clean comfortable, well-constructed mattress, standard in size for the bed;
- a clean pillow of average bed size;
- a chair;
- a table;
- a lamp,
- lockable storage facilities, which cannot be removed at will, for personal articles and medications;
- individual dresser and closet space for storage of resident clothing;
- a hinged, lockable entry door.
- in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy; and
- two (2) sheets; pillowcase; at least one (1) blanket; a bedspread; towels and washcloths; soap; and toilet tissue

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

☐ Bed	☐ Bath Linens
☐ Nightstand	☐ Wastebasket
☐ Dresser	☐ Couch
☐ Chair	☐ Easy Chair
☐ Bed Linens	☐ Table
☐ Pillow(s)	☐ Bed Spread
☐ Other: _____	☐ Other: _____
☐ Other: _____	☐ Other: _____

Residents are NOT ALLOWED to bring the items below:

Cooking Appliances	Weapons
Heating Pads	Extension Cords
Space Heaters	

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	Yes	Outside third party
Professional Hair Grooming	Yes	Outside third party
Personal Toilet Articles	Yes	Outside third party
Commissary Goods	Yes	Outside third party
Medical Transportation	Yes	Outside third party *
Cultural/Activities Transportation	Yes	Outside third party
Long Distance Telephone Service	Yes	Outside third party
Local Phone Service	Yes	Outside third party
Personal Assistant Program (companion and non-personal care services only)	Yes	Outside/Local Personal Assistant of residents choosing.
Premium Cable (facility provides Basic Cable for no charge)	Yes	Outside third party

* The charge for transportation is at the vendor rate except when payment is available through Medicare, Medicaid or other third party coverage.

EXHBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

At this time the following providers offer Licensed Home Care Services under an existing arrangement with the Operator:

Good Shepherd-Fairview Home, Inc.

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EXHIBIT II

DISCLOSURE STATEMENT

Good Shepherd - Fairview Home, Inc. as operator of Good Shepherd - Fairview Home, Inc hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. Good Shepherd - Fairview Home, Inc. is licensed by the New York State Department of Health to operate Good Shepherd - Fairview Home, Inc. at 80 Fairview Avenue Binghamton NY 13904, 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. 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 Good Shepherd - Fairview Home, Inc. 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:

   Enhanced Assisted Living services for up to a maximum of **thirty-five (35)** persons.

   The Operator will post prominently in Good Shepherd - Fairview Home, Inc., on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services

It is important to note that the Operator is currently approved to accommodate within The Enhanced Assisted Living 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 the choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your living space within ~~Insert the~~ Good Shepherd - Fairview Home, Inc.

Following is a list of other health related licensure or certification status of The Operator or others providing services at Good Shepherd - Fairview Home, Inc.:

Good Shepherd - Fairview Home, Inc. Licensed Home Care Services Agency for Assisted Living Program (ALP) Residents.

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3. The owner of the real property upon which the Good Shepherd - Fairview Home, Inc is located is Good Shepherd - Fairview Home Inc. The mailing address of such real property owner is 80 Fairview Avenue Binghamton, NY 13904. The following individuals are authorized to accept personal service on behalf of such real property owner:

Kathy Swezey, 80 Fairview Avenue Binghamton NY 13904

Michael J. Keenan, 80 Fairview Avenue Binghamton, NY 13904

4. The Operator of the Good Shepherd - Fairview Home. Inc. is Good Shepherd - Fairview Home, Inc. The mailing address of the Operator is 80 Fairview Avenue Binghamton, NY 13904.

The following individuals are authorized to accept personal service on behalf of the Operator:

Kathy Swezey, 80 Fairview Avenue Binghamton, NY 13904

Michael J. Keenan, 80 Fairview Avenue Binghamton, NY 13904

5. List any ownership interest in excess of ten percent (10%) on part of The Operator (whether legal or beneficial interest) in any entity which provides care, material, equipment or other services to residents of The Good Shepherd - Fairview Home, Inc.

None

6. List any ownership interest in excess of ten percent (10%) (whether legal or beneficial interest), on the part of any entity which provides care, material, equipment or other services to residents of the Good Shepherd - Fairview Home, Inc.: None

7. Residents are free to choose service providers that the Operator does not have an arrangement with. The providers must submit to any credentialing process the facility uses if services are to be provided on site. In addition, the providers will share any pertinent information regarding health or other concerns with the Operator.

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

9. Residents may apply for public funds for payment of residential, supportive or home health services by contacting the Broome County Office of Medicaid

10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 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 Local LTCOP telephone number is (607) 722-1251. 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-B of the Public Health Law, 18 NYCRR sections 485-487 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS

None

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

None

EXHIBIT III.C

RATE OR FEE SCHEDULE

Basic Assisted Living Rate $_____ per day

Enhanced Assisted Living Rate $_____ per day

Enhanced Assisted Living will offer additional assistance with activities of daily living as noted in the EALR Addendum

YOUR TOTAL MONTHLY RATE: $_____ per day.

EXHIBIT V.

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.	

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Complete and attach the DOH-5194 here

EXHIBIT X.I.

RULES OF THE RESIDENCE

Rules:

No gifts of any kind to individual employees of the Home.

No tips of any kind to employees of the Home.

Restrictions:

No Pets- *(except for visits which are to be arranged through the Therapeutic Recreation department)*

No space heaters

No heating pads or electric blankets

No soliciting

No personal live-in help

No Mercury thermometers

No halogen lamps

No live Christmas trees

Smoking is not allowed in the facility or grounds*(tobacco products and lighters/matches may not be kept in the possession of residents, this includes vaping and Juuls)*

No extension cords or outlet extension

No televisions over 27" (exception is flat screens measuring no more than 32")

No flame candles

Alcohol cannot be kept in resident rooms and a physician must approve its use

Firearms/weapons are prohibited in the health care building and on other property.

All personal furniture will be inspected by Good Shepherd - Fairview Home Inc.'s maintenance staff to ensure resident safety. Issues that will be monitored will include but are not limited to:

- Size of furniture
- Stability of any furniture (beds, mattresses, tables, couches, reclining chairs etc.)
- Fire risks (I.E. lamps, electric reclining chairs, fans, T.V.s etc.)

Resident rooms/closets must remain free of debris and clutter. Pathways in room must remain clear to ensure resident safety. The facility reserves the right to intervene if the safety of the resident(s) is felt to be at risk due to room status and will notify responsible party when interventions need to be put into place and action taken.

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

RESIDENT'S RIGHTS AND RESPONSIBLITIES 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 REPRESENATATIVE 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 AFTER NOTIFICATION OF THE RESIDENT'S PHYSICIAN, 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 , PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH.

(Q) EVERY RESDIENT 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 VACANCCIES 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 XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

All residents of the Adult Care Facility (ACF) have the right to voice grievances and make recommendations for change or improvement in facility operations and programs, confidentially and without fear of reprisal. The Case Manager is the staff person responsible to ensure the proper handling of all grievances and recommendations. All grievances and/or recommendations are reviewed with the Administrator. Grievances and recommendations may be handled in several ways:

1. Notify the Case Manager, who is the resident advocate. All matters will be handled confidentially if requested.

2. Place written, signed comments in the locked suggestion box placed in the Great Room on the first floor. The Case Manager will respond to comments both verbally and in writing. Anonymous grievances will be taken to Resident Council for discussion as appropriate. Minutes are posted on the floors bulletin boards monthly and will reflect the action and resolution.

3. Present grievance and/or recommendation at Resident Council. Resident Council will report directly to Administration any concerns or suggestions that it feels are pertinent. Minutes are posted monthly and will reflect the action and resolution.

4. Should a resident feel that appropriate attention has not been paid to his/her grievance, or is dissatisfied with the proposed resolution; the resident may speak to the President/CEO. If further action is required, the resident may seek the services of the area Ombudsman. Residents may also contact the NYS Department of Health Hotline. Information about the Ombudsman program and the hotline can be found on ACF bulletin boards and in the office of the Case Manager.

All Grievances will be responded to within twenty-one days of receipt, per 1001.8(e).

EXHIBIT XVII.

CONSUMER INFORMATION GUIDE

[Attach here a printed, full version of the Consumer Information Guide: Assisted Living Residences]