Shirley Gellman

I. Housing Accommodations and Services.

Beginning on January 22, 2015, *(Insert beginning date of residency)* the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Apartment/Room**. You may occupy and use a private ( ) or semi-private ( ) [apartment, room, unit or other designation for a living space] or the *[apartment, room, unit or other designation for a living space]* 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 the general purpose rooms at the Residence such as the main dining room, lounges on each floor, recreation room, terraces, patios and a Shul (Synagogue).

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 (3) nutritionally well-balanced meals per day and two (2) 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, Diabetic, Low Sodium.
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 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.

7. **Case Management**. T Operator will provide appropriate st 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**. Each Resident shall be provided such personal care services as is necessary to enable the resident to maintain good personal hygiene, to carry out activities of daily living, to maintain good health, and to participate in activities

9. **Development of Individualized Service Plan**. *(including ongoing review and revision as necessary)*

C. Additional Services.

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

II. Fees

A. Basic Rate.

(1) Flat Fee Arrangements

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

B. Supplemental, Additional or Community, Fees

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees include 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.E). A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence. Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community fees, shall be made only for services and supplies tha are actually supplied to the Resident.

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 by the 1st of the month and shall be delivered to the Business Office.

In the event that You are no longer able to pay for services provided for in the Residency Agreement, the Operator will issue a 30 days written notice to You to vacate the residence. This procedure is in accordance with the provisions regarding termination of the agreement set forth in section XIII of the Residency Agreement.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of

the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.

2. Since 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 onal care, services or supplies upo[illegible] 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.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is the monthly rate (The total of the daily rate for a one-month period may not exceed the established monthly rate). The [basic] length of time the space will be reserved is 30 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 Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence.

The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration 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 a 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 Accou

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 a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:

   (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically required the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence

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, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

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

_____

_____

_____

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

_____

_____

_____

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;
2. Upon 7 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

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 c 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 Operato

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effe 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 necessa to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

XIV. Transfer

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

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

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

XVI. Complaint Resolution

When You state a formal complaint or grievance to any staff member of the Residence, the complaint will be filed with and reviewed by Palm Beach administration before the Operator, or a representative, conducts an investigation. All complaints will be handled and maintained as strictly confidential. The Operator agrees to address any complaints, problems or issues reported by You and to provide You with a written report.

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisic

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.

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: 11/5/15 _____
(Signature of Resident's Legal Representative)

Dated: 11/15/15 Julianne Noyola
(Signature of Operator or the Operator's Representative)

(Optional) **Personal Guarantee of Payment**

_____ personally guarantees payment of charges for Your Basic Rate.

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

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

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

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

11/5/15
(Date)

(Guarantor's Signature)

AMY ILIKS
Guarantor's Name (Print)

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

-Semi Private room

-Private Room

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

The following furnishing/appliances will be provided for each Resident by the Operator

- Bed
- Dresser
- Chair
- Closet
- Nightstand
- Lamp
- Lockable Storage Facilities
- Two sheets
- Pillowcases
- Blanket
- Bedspread
- Soap
- Toilet tissue
- Desk/Table
- Overhead and ceiling lighting
- Telephone
- Television
- Air conditioner
- Heat
- Pillow
- Bathroom

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

The Waterford on the Bay provides fully furnished rooms. Should you wish to bring your own furniture, or appliances, it must be approved by the Director of Maintenance and Housekeeping

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	Additional charges are determined by local vendors	Services are provided by local vendors
Professional Hair Grooming		
Personal Toilet Articles		
Commissary Goods		
Medical Transportation		
Medical Transportation		
Cultural Activities Transportation		
Long Distance Telephone Service		
Local Phone Service		
Air Conditioning	Included in Your rate	Operator
Basic Cable TV		

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The Palm Beach Home for Adults, LLC, d/b/a The Waterford on the Bay is a licensed Adult Home/Assisted Living Residence by the NYS Department of Health.

The Waterford on the Bay uses The Palm Beach Home Health Agency as the Licensed Home Care Services Agency providing Home Health Aides to the Residents.

EXHIBIT II

DISCLOSURE STATEMENT

The Palm Beach Home for Adults, LLC ("The Operator") as operator of The Waterford on the Bay ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate at 2900 Bragg Street, Brooklyn, New York 11235 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 Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

a. Enhanced Assisted Living services for up to a maximum of 165 persons.

b. Special Needs Assisted Living services for up to a maximum of 38 persons.

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

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living unit (or program). If however, such units are at capacity and there are no vacancies, the Operator will assist

You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your (room, unit, apartment) within the Residence.

3. The owner of the real property upon which the Residence is located is The Palm Beach Home for Adults, LLC. The mailing address of such real property owner is 2900 Bragg Street, Brooklyn, New York 11235. The following individual is authorized to accept personal service on behalf of such real property owner:

4. The Operator of the Residence is The Palm Beach Home for Adults, LLC. The mailing address of the Operator is 2900 Bragg Street, Brooklyn, New York 11235. The following individual is authorized to accept personal service on behalf of the Operator: Administrator, 2900 Bragg Street, Brooklyn, New York 11235.

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence.

N/a

6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator.

N/a.

7. The resident may choose any service provider of his/her own choice irrespective of whom the operator uses, as long as these services can be coordinated and benefit the care of the resident, and do not interfere in the smooth operation of the facility.

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

9. Personal Care Services may be covered under Medicare or Medicaid depending on financial and medical eligibility.

10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or regarding Home Care Services is 1-800-628-5972.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. (212) 962-2720 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

The Operator will charge a supplemental/additional fee equal to the prevailing hourly homecare rates when additional care or services beyond the scope of what the Home provides, when it is needed or requested by You, for example, incontinence management, escort to and from activities and meals, catheter care, assistance with feeding, colostomy care, more extensive assistance with showering and Activities of Daily Living (ADLs), etc. Examples of ADLs include, but are not limited to, the following: bathing, dressing, grooming, toileting and incontinence management. This is applicable to all residents (AH/EALR/SNALR). This care will be provided by The Palm Beach Home Health Agency. The Resident also has the right to obtain services from another Licensed Home Health Agency, as long as it does not interfere with the policies of the facility.

EXHIBIT III.C

RATE OR FEE SCHEDULE

Basic Rates

Monthly Rates:

Semi Private $2,999
Standard Private $3,999
Deluxe Private $4,637
Royal Private $5,997
Oceanview $5,092
Royal Palm $5,482
Presidential $5,958
Riviera $6,197
Waterford Suite $8,190

Supplemental Services & Supplies

- Dry Cleaning at Dry Cleaners charge
- Professional hair grooming at salon rate
- Personal toiletries at prevailing local rate
- Commissionary goods at local rates
- Extraordinary activities or supplies at local rate
- Special Cultural events at local rate
- Transportation at taxi rate
- Medical transportation at rate of local ambulance/ambulette services (unless covered by health insurance)
- Recreation transportation at rate of taxi van/bus
- Long distance telephone calls at cost
- Extra Care- those who wish a more personalized care will be billed at the prevailing local homecare agency rates

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Resident wishes to voluntarily transfer the following items to the Operator:

_____

_____

_____

These items have been approved by The Waterford on the Bay's legal department and the necessary paperwork surrounding the transfer will be attached to this page.

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Any Resident, who wishes to, may store personal items in the safe in the business office. The bookkeeper will give you a receipt for items stored and a receipt when items are removed by you. Due to minimal space in the safe, all items you wish to be held must be approved prior to admission. No items greater than $1000/value will be held. We suggest you allow your bank or family to safely store them.

EXHIBIT X.I.

RULES OF THE RESIDENCE

Welcome to The Waterford on the Bay

To ensure each resident receives the proper care and attention they deserve, the following rules and regulations are in effec
By becoming a resident at The Waterford we ask that you, the resident, and your family and friends respect all policies that
have put in place.

Visiting

Visiting hours are 8am-10pm NO exceptions. We also ask that any person who has a cold, fever, cough, runny nose or any type of illness/infection to please refrain from visiting until you are well in order to protect the health of our residents. Children are permitted to visit, however, we ask that you please keep an eye on them and their behavior. Visitors who ignore these rules will be asked to leave.

Companions

For 12 or 24hr companions there is a $175 companion fee that includes the cost of their meals and housekeeping at The Waterford. Companions must abide by The Waterford rules and regulations as if employed by The Waterford (rules for companions can be found in companion handout). It is required that they wear neat street clothes, no open-toed shoes, no halter tops, no tank tops, no shorts or skin tight clothing.

Medical Care

Each resident in The Waterford must have a medical doctor responsible for their care. We have medical onsite staff available for your convenience. At the time of admission, a dated and signed medical form (DOH-3122) is required

Dietary

Please keep in mind that we maintain a kosher dietary department. Food in the room is only permitted in a small quantity and must be sealed in airtight containers to maintain a clean environment. All meals are served in the Riviera Dinning room as follows:
Breakfast- 8am
Lunch- 12 noon
Dinner- 5pm
Snacks are served once a day at 3pm in the recreation room.
** Children under 12 are not permitted in the MDR and visitors must call in advance to reserve a meal. If not, ever effort would be made to accommodate you based on availability of menu items.

Smoking

The Waterford is a non smoking facility. There are strict designated smoking areas outside the facility is a resident visitor wishes to smoke.

Telephone

There is a telephone located in every room, for those sharing a room, there are 2 phones in the room.
facility. Radios and TVs may be brought into the facility, but we do not accept any responsibility for damages.

Clothing

Families are responsible for providing clothing for the resident. Clothing being brought into the facility must be washed and clean prior to the admission.

;aundry

ersonal laundry will be washed, drieo and folded once a week. Wash and wear type clothing is suggested. We are not :sponsible for lost/damaged clothing.

)ry Cleaning

'lothing requiring dry cleaning must be paid for by the resident. Services including pickup and delivery can be made ia the Housekeeping department.

\ppliances

.lectrical appliances such as electric blanket, heating pads, coffee pots, microwaves, etc. are not permitted in the

;xcess Property

.ach resident is provided with furniture to accommodate their needs. We request that families do not bring excess lothing or personal property which cannot be stored in residents' room.

;ipping or Gratuities

)ur staff is employed specifically to serve our residents. Gratuities are not allowed under any circumstances to any mployee, consultant, administrator or licensee of our facility.

'ersonal Property & Valuables

Ioney and valuable property is advised not to be left in the residents rooms. They can be left in the business office)cated on the 1st floor. Business office hours are Monday through Thursday 9 am - 5 pm and Friday 9am - 2:30 pm.

'ersonal Care

:ach resident is required to maintain their personal hygiene and grooming. If they need assistance, it will be provided b 'he Waterford 3 times a week. If services are needed beyond this, Cluster Care/Home Care services are advised. :esidents are expected to be fully dressed before entering the Riviera Dining Room and Recreation room.

'roper Attire for Visitors

/isitors are asked to adhere to our dress code in order to maintain a more professional and pleasant environment in our .ome.

\bsence from the Home

:esidents who plan to be absent from meals or overnight must inform the front desk prior to leaving.

\ctivities

:ecreation calendars are given out to residents at the beginning of every month. Residents can also ask any recreation :mployee for a copy. Activities for the day will be posted in the main dining room.

:esident Council

'he resident council meets on the last Wednesday of every month. Residents are encouraged to participate as the council provide: esidents an opportunity to voice their opinions and make suggestions.

'ets

:esidents are not permitted to have pets live with them. Small animals are permitted to visit, accompanied and held by a family nember.

Medications

:esidents who see outside doctors or who administer their own medication are required to notify the medication department of my changes to their medication regimen so that our records are updated and consistent for your well being.

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 THI 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 REPRESENTATIVI 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 PROSSESSIONS;

(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 CONSEQUECES OF SUCH REFUSAL;

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

(N) EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE THEIR SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH ACCIDENT OR INCIDENT;

(O) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE VISITS FROM FAMILY MEMBERS AND OTHER ADULTS OF THE RESIDENT'S CHOOSING WITHOUT INTERFERENCE FROM THE ASSISTED LIVING RESIDENCE;

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

(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 conscious 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.

EXHIBIT XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

When You state a formal complaint or grievance to any staff member of the Residence, the complaint will be filed with and reviewed by Palm Beach administration before the Operator, or a representative, conducts an investigation. All complaints will be handled and maintained as strictly confidential. The Operator agrees to address any complaints, problems or issues reported by You and to provide You with a written report.

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between The Waterford on the Bay (the "Operator"), Shirley Gellman, (the "Resident" or "You"), _____ (the "Resident's Representative"), _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated 1/22/15.

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

I. 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 Waterford on the Bay *(Name of Residence)* located at 2900 Bragg Street, Brooklyn, N.Y. 11235 *(Address)*

II. Request for and Acceptance of Admission

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

III. Specialized Programs, Staff Qualifications and Environmental Modifications

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

- Specialized services to be provided in the Special Needs Residence;
- Staffing levels

- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs;
- Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

IV. Addendum Agreement Authorization.

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

Dated: 2/15/16 * _____
(Signature of Resident)

Dated: _____ _____
(Signature of Resident's Representative)

Dated: _____ _____
(Signature of Resident's Legal Representative)

Dated: 2/15/16 Jessica Garcia
(Signature of Operator or Operator's Representative)

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between The Waterford on the Bay (the "Operator"), Shirley Gellman (the "Resident or You"), _____, (the "Resident's Representative"), and _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated 1/22/15.

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at The Waterford on the Bay (Name of Residence) located at 2900 Bragg Street, Brooklyn, NY. 11235 (Address).

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:

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

V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Residence: If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24 Hour Skilled Nursing or Medical Care is Needed

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the

termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

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

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

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.

Dated: 2/15/16 * _____
(Signature of Resident)

Dated: _____ _____
(Signature of Resident's Representative)

Dated: _____ _____
(Signature of Resident's Legal Representative)

Dated: 2/15/16 _____
(Signature of Operator or Operator's Representative)

The Waterford on the Bay

2900 Bragg St.
Brooklyn, NY 11235

Adult Care Facility Admission Agreement

I. GENERAL PROVISIONS.

This is the admission agrement between the operator(s) of

The Waterford on the Bay (Name of Facility) and **Gellman, Shirley** (Name of Resident)

And Ilias, Amy (Rep Name) stating the terms and conditions of the resident's admission and living arrangements at the The Waterford on the Bay located at 2900 Bragg St. Brooklyn, NY 11235

This Agreement is effective as of **01/22/2015** and shall remain in effect until amended by the parties or until terminated by the parties in accordance with section VII of this agreement.
This agreement shall be attached to the application for admission provided by the facility.

The parties to this agreement understand that this facility is an adult care facility providing lodging, board, housekeeping, personal care and supervision services to the resident in accordance with New York State Social Services Law and the Regulations of the New York State Department of Health.

II. FACILITY SERVICES

The operator shall be responsible for the provision of the following:

1) A private (✓) or semi-private ( ) room (check one).
2) Board including three meals a day, served at regularly scheduled times; and a nutritious evening snack.
3) Personal care services as necessary on a twenty-four hour basis.
4) Twenty-four hour supervision.
5) Housekeeping services.
6) Linen Services.
7) Laundry of residents's personal washable clothing.
8) The following diets when ordered by the resident's primary physician:

9) An organized and diversified program of individual and group activities.
10) Case management services.

III. RESIDENT RESPONSIBILITIES

The resident and the resident's representative shall be responsible for the following:

1) Payment of the required rate.
2) Supply of personal clothing and effects.
3) Payment of all medical expenses including transportation for medical purposes, except where payment is available under Medicare, Medicaid or third party coverage.
4) At the time of admission, a dated and signed medical evaluation which conforms to Department Regulations. Thereafter, a medical evaluation which conforms to Department Regulations at least once every twelve (12) months or more frequently if a change in condition warrants.
5) Informing the operator of change in health status, change in physician or change in medications.
6) In addition, the resident agrees to obey all reasonable rules of the facility and to respect the rights and property of other residents.

_____ Res.

_____ Rep.

A. Rate

The resident and the resident's representative agree to pay and the operator agrees to accept the following payment in full satisfaction of the services which the operator must provide according to law and regulations:

Monthly Rate $5732 Payment due by UPON ADMISSION.

Weekly Rate $ Payment due by UPON ADMISSION

Daily Rate $ Payment due by UPON ADMISSION

Must include payment made by a third party.

A minimum payment of the first 2 weeks is required upon admission and is non-refundable.

B. Supplemental Services

If the operator provides services and supplies beyond those required by law and regulation, he agrees to itemize it or attach to this agreement a listing of such services and supplies as well as the basis for additional charges, fees or assessments for such services or supplies. The operator guarantees that supplemental services or supplies shall be provided at resident option and charges shall be made only for services and supplies actually chosen by and provided to the resident. The operator agrees to provide these services and supplies to residents who receive Supplemental Security Income (SSI) or Home Relief (HR) payment at a charge that is reasonably related to the cost of the services or supplies.

C. Adjustments to the Rate/Supplemental Services Charges

The operator agrees not to charge additional fees or assessments in excess of those stated in this agreement with the following exceptions:

1) Upon the express written approval and authority of the resident or his representative; or,
2) To provide additional care, services or supplies upon the express order of the resident's primary physician; or
3) Upon thirty (30) days written notice to the resident and his representative of additional charges and expenses due to increased cost of maintenance and operation.
4) In the event of any emergency which affects the resident, additional charges may be assessed for the benefit of the resident as are reasonable and necessary for services, material, equipment, and food supplied during such emergency.

_____ Res.

_____ Rep.

D. . Reservation

The operator agrees to reserve the resident's residential space in the event of the resident's absence. The charge for this reservation shall be regular monthly rate per month. (The total of the daily rate for a one month period may not exceed the established monthly rate). The length of time the space shall be reserved is as long as it is paid for. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section VII of this agreement.

E. Gifts

If a resident wishes to voluntarily transfer money, property or things of value to the operator upon admission or at any other time, the operator shall attach a listing of the items to be transferred to this agreement. This listing shall become part of this agreement and include any agreements made by third parties for the benefit of the resident.

F. Tipping

The operator shall not accept, nor allow his staff or agents to accept any tip or gratuity in any form.

V. RESIDENT'S RIGHTS AND PROTECTIONS

The operator agrees to provide the resident with a copy of the Residents Rights and Protections Pamphlet and to treat each resident in accordance with the principles stated therein.

VI. 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 Home Relief (HR) payments by executing a Statement of Offering (DSS-2853) with the resident or his representative.

The resident agrees to inform the operator if he/she receives or has applied for SSI or HR funds.

The resident or the resident's representative shall complete the following:
I receive funds as follows:
I receive SSI funds [ ] or I have applied for SSI funds [ ]
I receive HR funds [ ] or I have applied for HR funds [ ]
I do not receive either SSI or HR funds [✓]
Other: _____

_____ Res.

_____ Rep.

This admission agreement and residency in the facility may be terminated in the following ways:

1. By mutual agreement of the resident and operator;
2. Upon 7 days written notice from the resident to the operator of the resident's intention to terminate the agreement and leave the facility;
3. Upon 30 days written notice from the operator to the resident. Involuntary termination of an admission agreement is permitted only for the reasons listed below, and, if the resident objects to the action, only after 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. The resident requires continual medical or nursing care which the adult care facility cannot provide;
2. The resident's behavior poses imminent risk of death or imminent risk of serious physical harm to himself or anyone else;
3. The resident fails 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 the resident has agreed to pay pursuant to the resident's admission and services agreement. If failure to make timely payment resulted from an interruption in the receipt by the resident of any public benefits to which he is entitled, no involuntary termination can take place unless the operator, during the 30 day notice period, assists the resident in obtaining such benefits, or any other available supplemental public benefits. The resident must cooperate with such efforts by the operator;
4. The resident repeatedly behaves in a manner that directly impairs the well-being, care or safety of the resident or any other resident or which substantially interferes with the orderly operation of the facility;
5. The operator has had its operating certificate limited, revoked, temporarily suspended or the operator has voluntarily surrendered the operating certificate of the facility to the New York State Department of Health; or
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 facility to other facilities or in making other provisions for the residents' continued safety and care. If the operator decides to terminate the admission agreement for any of the reasons given above, the operator will have hand delivered to the resident a notice of termination on a form prescribed by the State Department of Health. Such notice will include the date of termination and discharge, which must be at least 30 days after delivery of the notice, the reason for termination, a statement of the resident's right to object and a list of free legal and advocacy resources approved by the State Department of Health. Copies will be sent to the resident's next-of-kin, legally responsible relatives, and to the appropriate regional office of the State Department of Health.

The resident may object to the operator about the termination and may be represented by an attorney or advocate. When the resident challenges the termination, the operator, in order to terminate, must institute a special proceeding in court. The resident will not be discharged against his will unless the court rules in favor of the operator.

_____ Res.

_____ Rep.

Notwithstanding the above, the operator may seek appropriate evaluation and assistance and may arrange for the transfer of a resident to an appropriate and safe location, prior to termination of an admission agreement and without 30 days notice or court review, for the following reasons:

1. When a resident develops a communicable disease, medical or mental condition, or sustains an injury such that continual skilled medical or nursing services are required. When the basis for the transfer no longer exists, and the resident is deemed appropriate for placement in an adult home, he shall be readmitted;
2. In the event that a residents's behavior poses an imminent risk of death or serious physical injury to himself or others;
3. When a receiver has been appointed under the provisions of New York State Social Services Law is providing for the orderly transfer of all residents in the facility to other facilities or is making other provision for the resident's continued safety and care.

After transfer, if return to the facility is not anticipated, the operator will initiate termination procedures as set forth in Section VII of this agreement.

IX. REFUND/RETURN OF RESIDENT MONIES AND PROPERTY

Upon termination of this agreement, the operator shall provide the resident with a final written statement of the resident's payment and personal allowance accounts at the facility. In addition, the operator shall return, within three business days of the termination of the agreement, any money, property or thing of value held in safekeeping or owed the resident. This shall include any money or property of the resident which comes into the possession of the operator after discharge.

The operator shall provide the resident with a refund based upon the daily charge and the date of termination if either the operator or the resident has given notice to terminate this agreement as provided for in Section VII above.

If the resident dies, the operator shall turn over the property of the individual to the legally authorized representative of the estate.

If a resident dies without a will and the whereabouts of the next-of-kin of the individual are unknown, the operator shall then contact the Surrogate's Court of the County wherein the facility is located in order to determine what should be done with the property of the individual.

_____ Res.

_____ Rep.

X. WAIVER

Any modification or provision of this agreement not consistent with Social Services Law and the Regulations of the State Department of Health for Adult Care Facilities shall be null and void.

Waiver by the resident of any provision in this agreement which is required by law or regulation shall be null and void.

XI. AGREEMENT AUTHORIZATION

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

DATE: _____ _____
(Signature of Resident)

DATE: 1/22/15 X _____
(Signature of Resident's Representative)

DATE: 1/22/15 Julianne Noyola
(Signature of Operator or Designee)

This statement is a part of the admission agreement, and shall specify operator responsibility to provide and resident responsibility for payment of the following items:

ITEM	BASIS FOR THE ADDITIONAL CHARGE	
Dry Cleaning	[X]	At Cleaners charge
Professional Hair Grooming	[X]	At Salon rate
Personal Toilet Articles	[X]	At prevailing local rate
Commissary Goods	[X]	At prevailing local rate
Extraordinary Activities Supplies	[X]	At local rate
Special Cultural Events	[X]	At prevailing local rate
Transportation:	[X]	At Taxi rate
*Medical	[X]	At rate of local Ambulance/Ambulette Service
Recreation	[X]	At rate of Taxi Van
Long Distance Telephone Calls	[X]	At cost plus .15 per minute
Other (Specify)	[X]	Extra Care - those who wish personal care in addition to the required 3.75 hours/week will be billed at the prevailing local homecare agency rates.

Signature of Resident _____ Date _____

Signature of Resident's Representative X _____ Date 1/22/15

Signature of Operator or Designee Juliana Nayala Date 1/22/15

*Except where payment is available under Medicare, Medicaid or third party coverage.