The Belvedere

Assisted Living Residence

RESIDENCY AGREEMENT

APPROVED
BY NYS Department of Health
8/15/17 (date)
(project manager)

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8/15/17 (date)
(project manager)

RESIDENCY AGREEMENT

THIS AGREEMENT is made between Boro Park Senior Living Community LLC d/b/a The Belvedere, the "Operator", _____ (the "Resident" or "You"), _____ (the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any).

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 5110 19th Avenue, Brooklyn, New York 11204 as an Assisted Living Residence ("The Residence") known as The Belvedere and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence ("EALR") and a Special Needs Assisted Living Residence ("SNALR"). These certifications permit the Operator to provide Enhanced Assisted Living services for up to a maximum of 50 persons and Special Needs Assisted Living services for up to a maximum of 32 persons.

You have submitted a written report from Your physician to Operator which report states that (a) Your physician has physically examined You within the last month; 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. You have requested to become a Resident at The Residence and the Operator has accepted your request.

AGREEMENT

I. Housing Accommodations and Basic Services

Beginning on _____, _____, (*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 the room designated on Exhibit I.A.1, subject to the other terms of this Agreement.

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BY NYS Department of Health
8/15/17 (date)
_____ (project manager)

2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as the Lobby, the Library, the Synagogue, Activity Room and other common areas.

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 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, No Added Salt (NAS), and No Concentrated Sweets (NCS).

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

3. **Housekeeping.** Vacuuming, trash collection and general housekeeping services will be provided on a weekly basis or as otherwise needed in keeping with Your needs.

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.** Laundering of your personal washable clothing at least once a week and more often as necessary. You are responsible for making arrangements to have cleaned any clothing that requires dry cleaning or pressing.

6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week

basis) as well as the other components of supervision as specified in law. Such supervision does not include one-on-one continuous supervision.

7. **Case Management**. The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. **Personal Care**. Include some assistance with bathing; grooming; dressing; toileting; ambulation; transferring; medication acquisition, storage and disposal; assistance with self-administration of medication, as required by Your Individualized Service Plan and consistent with Exhibit III.A.2. Additional services including assistance with ambulation and transferring are available to residents admitted to the EALR.

9. **Development of Individualized Service Plan**. Development of the Individualized Service Plan includes ongoing review and revision as necessary. This Individualized Service Plan will be reviewed and revised every six months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing needs.

C. **Additional Services**

Exhibit I.C., attached to and made a part of this Agreement, describes in detail any additional services, supplies, or amenities available from the Operator directly or through arrangements with the Operator for a supplemental or additional fee. 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.

APPROVED
BY NYS Department of Health
8/15/17 (date)
(project manager)

III. Fees

A. Basic Rate

The Residence operates with a tiered fee arrangement, in which the amount of the Basic Rate depends on the types of services provided. As such, your total monthly basic rate ("Basic Rate" or "Total Monthly Basic Rate") is composed of three distinct fees as set forth in detail in Exhibit III.A.1: 1) the fee for your Housing Accommodations and Basic Services; 2) the fee for your level of Supportive Care Living Services, and, if applicable, 3) a fee for Incontinence Management. Attached as Exhibit III.A.2 and made a part of this Agreement is a rate or fee schedule that breakdowns the fees that make up your Total Monthly Basic Rate.The Basic Rate for each resident will be determined by the level of care the Resident is assigned, as those levels are described in Exhibit III.A, based upon an initial and then ongoing assessment of his or her needs,. The Basic Rate will change immediately upon a change, either upward or downward, in the applicable level of care. If the Basic Rate is adjusted for reasons other than a change in the level of care, you will be given the notice required as set forth in Section III.E. The first month of Your Basic Rate is due prior to your move in. A summary of all Your fees is found in Exhibit III.A.2 and includes the total amount due prior to move-in.

You, Your Representative and Your Legal Representative agree that You will pay, and Operator agrees to accept, Your regular payment of the Total Monthly Basic Rate in full satisfaction of the Basic Services described above in Section II.B of this Agreement.

B. Supplemental, Additional, or Community Fees

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

A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident, as set forth in Section III.E. Any charges by the Operator for additional or supplemental fees shall be made only for services and supplies that are actually supplied to the resident.

A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform you prior to admission 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. Once fully informed of the terms of the Community fee, you may choose to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residence at the Residence.

Supplemental, Additional, and Community fees are listed in Exhibit III.B.

C. Refundable Security Deposit

You will be charged a security deposit equal to one month's Housing Accommodation and Basic Services fee in the amount shown on Exhibit III.A.2, which will be due prior to Your date of admission. Subject to the terms of this paragraph C, Your security deposit will be returned to You within three (3) days following Your discharge from the Residence.

If You do not pay Your Basic Rate on a timely basis, the Operator may use Your security deposit to pay for any amount that You owe to the Operator. You and Your Legal Representative have the right to dispute and contest any charges in accordance with Section XVI below or in accordance with applicable law.

If the Operator is required to use any portion of Your security deposit to pay for any services You receive, You must replenish your security deposit in the amount equal to the sum used.

D. Billing and Payment Terms

You will be charged from the day of Your admission up through and including the day of Your transfer or discharge from the Residence (the "Discharge Date"). Your Discharge Date will be the day when all of Your belongings and personal property are removed from the Residence.

All payments are due on the first of each month and shall be delivered to The Belvedere, 5110 19th Avenue, Brooklyn New York 11204 . Payments received after the tenth (10th) day of the month when due, plus any outstanding balance, will incur a late charge of one and one-half (1.5%) percent interest per month. You and Your Legal Representative have the right to dispute and contest any charges in accordance with Section XVI below or in accordance with applicable law.

In the event the Resident, Resident's representative, or Resident's legal Representative is no longer able to pay for services as outlined in this Residency agreement and deemed necessary by the Resident's physician, it is Your responsibility to inform the Administrator or designee as soon as possible.

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

4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or any 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 such 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 the residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is Your Total Monthly Basic Rate (as shown on Exhibit III.A.2), prorated on a per diem basis. The basic length of time the space will be reserved is thirty (30) days. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve this space by providing the Operator with thirty (30) days' prior notice. If You choose to reserve a residential space, the then-current Total Monthly Basic Rate and terms of this Agreement will remain in effect until this Agreement is otherwise amended or terminated pursuant to Section XIII below.

If You are absent from your Apartment for medical reasons for more than fourteen (14) consecutive days, You will receive a credit toward Your Total Monthly Basic Rate for all charges within Your Total Monthly Basic Rate other than the Housing Accommodations & Basic Services fee. This credit will begin on the fifteenth (15th) day of Your absence and will end when your medical condition allows You to return to the Residence. You will be required to pay the Total Monthly Basic Rate less the above described credit until such time as the Agreement is terminated pursuant to Section XIII of this Agreement.

G. Room Changes

In limited circumstances, the Operator may need to relocate You from your room identified in Section I.A.1 ("Original Room") to another room ("Substitute Room") in order to protect your health, safety and comfort or the health, safety and comfort of other residents or to perform routine or unscheduled maintenance. The Operator will make every effort to provide You with advance notice and a reasonably comparable room. If You are relocated to another room, no increase will be made to your then-current rate for Housing Accommodation and Basic Services. If You are relocated from a private room

to a shared room, your then current-rate for Housing Accommodation and Basic Services will be adjusted to reflect the then-current rate for the shared room. Once the reason for the relocation has been resolved, You will have the choice of returning to your Original Room at your then-current rate for Housing Accommodation and Basic Services or remaining in the Substitute Room at its then-current rate for Housing Accommodation and Basic Services.

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 your Discharge Date, 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 (3) 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 of 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 ot 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 items given to be transferred. Such listing is attached as Exhibit V and 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 at any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit VI of this Agreement.

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

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

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

I receive SSI funds _____ or I have applied for SSI funds _____
I receive SNA funds_____ or I have applied for SNI funds_____
I do not receive either SSI or SNA funds_____

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

X. Admission and Retention Criteria for an Assisted Living Residence

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

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

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

D. If you are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

E. If you are being admitted to a Special Needs Assisted Living Residence, the terms of the "Special Needs Assisted Living Residence Addendum" will apply.

F. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living 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.

G. Enhanced Assisted Living Care may be 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 require the physical assistance of another person to climb or descend stairs; or
(d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
(e) have chronic unmanaged urinary or bowel incontinence.

The Enhanced Assisted Living Care available at this Residence is set forth in the "Enhanced Assisted Living Residence Addendum."

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

XI. Rules of the Residence

Attached as Exhibit 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 Representative, or Legal Representative to the extent specified in this Agreement, are responsible for the following:

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

2. Supply of personal clothing and effects.

3. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third party coverage.

4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.

5. Informing the Operator promptly of change in health care proxy, 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:

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.

2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.

3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

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

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.

2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.

3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

D. The Operator shall be responsible for the following:

1. In the event that the Resident's Health Care Proxy has been provided to the Operator, and that person is not the Resident's Representative or the Resident's legal Representative, the Operator shall notify the Resident's Health Care Proxy to make medical decisions when the Resident is unable to make such decisions for himself or herself.

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;

2. Upon thirty (30) days' notice from You or Representative to the Operator of Your intention to terminate the agreement and leave the facility. This notice is required regardless of your reason for termination of this agreement;

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

B. The grounds upon which involuntary termination may occur are:

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

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 thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health.

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

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You.
Both You and the Operator are free to seek any other judicial relief to which they may be entitled.

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

XIV. Transfer

A. Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location,

prior to termination of a Residency Agreement and without 30 days' notice or court review, for the following reasons:

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

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

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

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

C. If the basis for the transfer permitted under parts 1 and 2 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, and you agree to meet the responsibilities stated therein.

XVI. Complaint Resolution and Resident Council

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' Organizations and to provide a written report to the Residents' organization that address the same.

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

XVII. Miscellaneous Provisions

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

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

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

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

XVIII. Agreement Authorization

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

Dated:_____ _____
(Signature of Resident)

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

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

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

APPROVED
BY NYS Department of Health
8/15/17 (date)
_____ (project manager)

Personal Guarantee of Payment (Optional)

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

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

APPROVED
BY NYS Department of Health
8/15/17 (date)
_____ (project manager)

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

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

_____ _____

(Date) (Guarantor's Signature)

_____

Guarantor's Name (Print)

EXHIBIT I.A.1

IDENTIFICATION OF APARTMENT/ROOM

As of the date of Your admission, Your room will be _____,

a private ☐ or semi-private ☐ room.

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

When not supplied by You, the Operator will provide You with the following minimum household equipment:

1) One (1) Twin Size Bed
2) One (1) Twin Size Mattress, including box spring
3) One (1) Twin Size Headboard
4) One (1) Four drawer dresser
5) One (1) Closet
6) One (1) bedside table with (1) locked drawer
7) One (1) standing floor lamp
8) One (1) bedside lamp
9) One (1) small round table
10) One (1) lounge chair
11) One (1) twin size bedspread
12) One (1) blanket
13) Two (2) twin sized sheets
14) One (1) pillow
15) One (1) pillowcase
16) Towels and washcloth
17) Soap
18) Toilet Tissue

EXHIBIT I.A.4

FURNISHINGS/APPLIANCES PROVIDED BY YOU

You are more than welcome to bring in Your own furniture and personal items into Your own accommodation at The Belvedere

The Belvedere reserves the right to request that you remove certain items from the Resident's room or not bring certain items to the Resident's room for the health and safety of the Resident and Resident population of The Belvedere Senior Living

You are not permitted to bring in any extension cords, multi-plug adaptors, portable heaters, and electric blankets.

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 additional charges indicated.

Item:	**Additional Charge:**	**Provided By:**
Telephone	$10 per month	Cablevision
Guest Meals	$10 Breakfast $12 Lunch $15 Dinner $25 Holiday Meals	Operator
Incontinence Supplies and Products	Rate per Cost	Vendor of Resident's Choice

EXHIBIT I.D

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

At this time there are no providers offering home care or personal care services under any arrangement with the Operator. The Residence, however, will make every effort to assist you in obtaining appropriate home care or personal services if You so desire.

EXHIBIT II

DISCLOSURE STATEMENT

Boro Park Senior Living Community LLC ("The Operator") as operator of The Belvedere ("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 5110 19th Avenue, Brooklyn, NY 11204 an Assisted Living Residence as well as an Adult Home.

   The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhance Assisted Living Services or Special Needs Assisted Living services, as long as 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 50 persons.
   b. Special Needs Assisted Living services for up to a maximum of 32 persons.

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

   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 within the Residence.

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BY NYS Department of Health
8/15/17 (date)
(project manager)

3. The owner of the real property upon which the Residence is located is Chesty Properties LLC. The mailing address of such real property owner is 5110 19th Avenue, Brooklyn, NY 11204.

   The following individual is authorized to accept personal service on behalf of such real property owner: Isaac Friedman, 5110 19th Avenue, Brooklyn, NY 11204.

4. The Operator of the Residence is Boro Park Senior Living Community LLC. The mailing address of the Operator is 5110 19th Avenue, Brooklyn, NY 11204.

   The following individual is authorized to accept personal service on behalf of the Operator: Isaac Friedman, 5110 19th Avenue, Brooklyn, NY 11204.

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.

   None.

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.

   None.

7. All Residents have the right to receive services from any provider authorized by law to provide such services, regardless of whether the Operator of this Residence has an arrangement with the provider, so long as these services are delivered in compliance with all applicable laws and regulations and can be coordinated with the Resident's other services.

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

9. Public Funds may be used for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services. However, the facility does not accept the amount covered by public funds as payment in full of its rate.

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 1-800-342-9871 to request an Ombudsman to advocate for the resident.

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BY NYS Department of Health
8/15/17 (date)
(project manager)

212-962-2720 is the Local LTCOP telephone number. The NYSLTCOP web site is http://www.ltcombudsman.ny.gov.

EXHIBIT III.A.1

TIERED FEE ARRANGEMENTS

The care needs of the resident are evaluated prior to move in and at regular intervals thereafter to determine the resident's appropriate level of care. If the resident requires more than 3.75 hours of assistance a week with personal care as indicated by a comprehensive assessment and as specified on the resident's Individualized Service Plan, then the resident will be placed into and required to pay the additional rate for one of the Supportive Care Living levels of care identified below.

Basic Care Services—Included in Your fee for Housing Accommodation and Basic Services
Includes use of your apartment/room and common areas, meals and snacks, activities, housekeeping, 24-hour supervision, case management, individualized service planning, up to 3.75 hours a week of personal care, and monthly medication reviews for residents who are not receiving assistance with medication administration and medication management for residents in need of assistance with medication administration.

Supportive Care Living—Level One—additional $700 per month
Includes all Basic Care Services, plus. . .

- Hands-on assistance by staff with showering 1-2 times per week
- Assistance by staff with layout, clothing selection, buttons/zippers, shoes, etc.
- Standby assistance with grooming, including hair, teeth brushing, shaving, etc.
- Cuing and encouragement with eating
- Standby assistance with ambulation to and from meals and activities.

Supportive Care Living—Level Two—additional $900 per month
Includes Level One Supportive Care, plus. . .

- Assistance by staff with showering 3 times per week
- Hands-on assistance by staff with dressing and grooming, including hair, teeth brushing, shaving, etc. (under 30 minutes per episode)
- Reminders and prompting to use incontinence products
- Hands-on assistance up to 3 times per week with ambulation to and from meals and activities (EALR Only)

Supportive Care Living—Level Three—additional $1100 per month
Includes Level Two Supportive Care, plus. . .

- Assistance by staff with showering more than three times per week.
- Hands-on assistance by staff with dressing and grooming, including hair, teeth brushing, shaving, etc. (over 30 minutes per episode)
- Hands-on assistance 4 or more times per week with ambulation to and from meals and activities (EALR only)
- Hands-on assistance with transferring (EALR only)

SNALR Basic Care Services—Included in Housing Accommodation and Basic Services Fee for Single Studio or Shared Studio in SNALR
Includes Level Two Supportive Care in a secured memory care program.

SNALR Supportive Care Living—additional $600 per month
Includes Level Three Supportive Care in a secured memory care program.

Incontinence Management—additional $420 per month
If a resident requires assistance with self-management of bowel or bladder incontinence, staff can assist with toileting up to 4 times per day, and staff can assist the resident with the ordering of incontinence supplies if the resident/family desires from the Durable Medical Equipment supplier of the resident's choice. The fee does not include the cost of incontinence supplies or incontinence bedding supplies.

EXHIBIT III.A.2

RATE OR FEE SCHEDULE

Housing Accommodation and Basic Services Fee:

Room Type	Monthly Fee
☐ Single Studio	$4000
☐ Single Suite	$5000
☐ Shared Studio	$3000 per resident
☐ Shared Suite	$3000 per resident
☐ Single Studio in the SNALR	$6000
☐ Shared Studio in the SNALR	$4000 per resident

Housing Accommodation & Basic Services Fee $_____

Supportive Care Living Level Fee

☐ Basic Care Services	$0
☐ Supportive Care Living Level One	$700/Mo.
☐ Supportive Care Living Level Two	$900/Mo.
☐ Supportive Care Living Level Three	$1100/Mo.
☐ SNALR Basic Care Services	$0
☐ SNALR Supportive Care	$600/Mo.

Supportive Care Living Fee $_____

Additional Monthly Fees

☐ None	$0
☐ Incontinence Management	$420/Mo.

Additional Monthly Fees $ _____

Your Total Monthly Basic Rate: $_____

**Due the tenth of each month*

Move-In Cost Summary

This month's Financial Obligation Prorated (Day's left in Move-In Month X $_____.____/month of the Total Monthly Basic Rate)	$_____.____
Community Fee	$_____.____
Security Deposit	$_____.____
Total Due at Move-In	$_____.____

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BY NYS Department of Health
8/15/17 (date)
(project manager)

EXHIBIT III.B

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

1) Supplemental Services:

These services are available through the Residence at the rates listed below.

Service	Rate
Tray Service	$3.00 per tray
Security Deposit	One month's Housing Accommodation and Basic Services fee

2) Community Fee:

This is a one-time nonrefundable community fee equal to the value of your monthly fee for Housing Accommodation and Basic Services that must be paid on or before the date of Your admission.

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.
7.
8.
9.
10.

EXHIBIT VI

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

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

Adult Care Facility Inventory of Resident Property

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

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

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

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BY NYS Department of Health
8/15/17 (date)
_____ (project manager)

EXHIBIT XI

RULES OF THE RESIDENCE

1. Attendance and promptness at meal time is essential.
2. Dining room courtesy to staff members, tablemates, and other Residents and guests is expected.
3. When leaving or returning to The Belvedere, please use the register book at the Reception desk.
4. Please adhere to our dress code for meals and use of lounges. The wearing of bed clothing outside of your apartment is not permitted at any time.
5. Absolutely no tipping allowed.
6. This is a smoke free building. There is no smoking allowed anywhere in the building.
7. All medication prescribed or over the counter must be reported to the Medication Room.
8. No pets allowed.
9. No electrical appliances, cooking, fans, coffee makers, refrigerators, irons or otherwise allowed in rooms.
10. Cooking in any form in resident rooms is strictly forbidden.
11. Extension cords, multi-plug adaptors, portable heaters, electric blankets and other items that may risk the health and safety of residents are not permitted.
12. Please operate televisions, radios, computers, and other similar equipment at a volume and in a manner respectful of other residents.
13. No type of weapons, including guns and knives, are allowed in the building.
14. Violent, abusive, or destructive behavior will not be tolerated and will result in immediate action to protect the health and safety of other residents and staff, including requesting local law enforcement where necessary.

Please note: Your cooperation is greatly appreciated.

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

RESIDENT'S RIGHTS AND RESPONSIBILITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

(A) EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE RESIDENCE TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;

(B) EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES, SHALL NOT BE INFRINGED;

(C) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;

(D) EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

(E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

(F) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;

(G) EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL POSSESSIONS;

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

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

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

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

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF A THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING RESIDENCE 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

Policy:

Residents have a right to present grievances or recommendations for changes or improvements without fear of reprisal.

The Operator will post the procedure for grievances or recommendations visibly in a common area.

Procedure:

1. Grievances and recommendations may presented in writing or verbally. A grievance/recommendation form will be available at the front desk.
2. Grievance/recommendation forms may be placed in the Suggestion Box located in the lobby, presented to the Resident Council, or given to the Administrator or the Case Manager.
3. Staff members will report any verbal grievances/recommendations received from residents to the Administrator or Case Manager. The Case Manager will deliver any grievances and recommendations received by him/her to the Administrator for initial review and assignment.
4. Grievances may be signed by the resident, but a signature is not required. Residents wishing to remain anonymous may place their grievance or recommendations in the Suggestion Box without signature or report their grievance to the Resident Council for presentation to the Administrator.
5. Grievances and recommendations will remain confidential and staff members will take proper measures to safeguard resident privacy.
6. The Administrator or his or her designee will collect grievances and recommendations from the Suggestion Box, and after an initial review, assign them to the appropriate staff member for resolution or action.
7. The assigned staff member must work to resolve the grievance or respond to the recommendation within 21 days after its receipt. Responses to signed grievances will be in writing and delivered to the Resident. Responses to anonymous grievances will be in writing and delivered to the Resident Council.
8. If the Resident finds the response unacceptable, the Resident should make an appointment with the Administrator to discuss the grievance or recommendation. If the Resident has presented an anonymous grievance or recommendation via the Suggestion Box and finds the response to the grievance or recommendation unacceptable, the Resident should submit another grievance or recommendation indicating that it is the Second Request using the Suggestion Box.
9. Any grievances that are not resolved will be referred to the local Long Term Care Ombudsman.
10. The Administrator will present information regarding resident grievances and recommendations to the Quality Improvement Committee, which will review such grievances and complaints and make recommendations as appropriate. The Administrator will response to these recommendations as appropriate.

EXHIBIT XVII

PHOTO WAIVER (OPTIONAL)

Photographs, Videos and Recordings

I hereby grant _____ do not grant _____ permission to The Belvedere and its representatives to use photographs taken of me while attending activities or community events organized by The Belvedere or while in the common areas of the Belvedere for public relations and promotional purposes.

I understand and agree that these images will become the property of The Belvedere. I hereby irrevocably authorize The Belvedere to enhance, copy, exhibit, publish or distribute these images in a manner that is respectful and dignified for purposes of educating consumers about assisted living and the services offered at The Belvedere in public relation and promotional materials (online, video or print). In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.
Additionally, I waive any right to royalties or other compensation arising or related to the use of these images. I hereby hold harmless and release and forever discharge The Belvedere from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 21 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

Dated:_____ _____
(Signature of Resident)

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

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

EXHIBIT D-1

CONSUMER INFORMATION GUIDE

Attached.

ENHANCED ASSISTED LIVING RESIDENCE

ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Boro Park Senior Living Community LLC d/b/a The Belvedere (the "Operator"), _____ (the "Resident or You"), _____ (the "Resident's Representative"), and _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at The Belvedere located at 5110 19th Ave., Brooklyn, New York 11204.

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

- The Belvedere's Enhanced Assisted Living Residence Program is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
    - Chronically require the assistance of another person to transfer, walk, and/or climb and descend stairs; and/or

APPROVED
BY NYS Department of Health
8/15/13 (date)
(project manager)

- Require assistance with arranging for nursing services as necessary. Such services will be provided by the operator and shall include but not be limited to: assessment and evaluations, supervision of aides, and nursing care and treatments. The Belvedere will assist residents in arranging for necessary health care and nursing services from community home health agencies in accordance with the needs identified on their individualized services plan (ISP). Facility staff will also assist the resident in setting up and scheduling needed services from and transportation to outside providers, if necessary.

- At full capacity, during the day shift, staffing includes a minimum of five personal care staff, as most regularly scheduled services occur at these times. At full capacity, the evening shift has a minimum of four full time aides. Regardless of occupancy, the overnight shift has a minimum of two staff members to meet the needs of residents. All staff noted above is exclusive of SNALR staff.

- All staff are provided with an orientation to the facility and its general policies and procedures. Employees delivering care directly to residents complete a comprehensive training that is approved by the Department of Health to enable them to competently and compassionately deliver personal care services and medication assistance to residents.

- The entire building is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety.

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 time when 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 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:_____ _____
(Signature of Resident)

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

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

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

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Boro Park Senior Living Community LLC d/b/a The Belvedere (the "Operator"), _____ (the "Resident" or "You"), _____ (the "Resident's Representative"), and _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. 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 Belvedere located at 5110 19th Ave., Brooklyn, New York 11204.

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

- Specialized services to be provided in the Special Needs Residence include special daily activities to challenge dementia residents. The program is supervised by the Administrator.

- When fully occupied, the SNALR will be staffed with at least four dedicated staff during the day and evening shifts, and three dedicated staff during the overnight shift to serve the 32 SNALR residents. Additionally, all facility staff is available to attend to the needs of SNALR residents.

- Each one of our personal care aides receives comprehensive training on effectively and respectfully meeting the special needs of persons with dementia. The training includes methods on successfully cuing residents to independently perform personal care tasks, coordinating care with the resident's family and wandering prevention.

- The Special Needs Assisted Living Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are

limited to prevent accidents and elopement. The entire facility is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety. Secured outdoor recreational areas are also available for SNALR residents to safely enjoy the outdoors. The SNALR has its own dining room to allow for staff to accommodate resident's needs and variations in dining schedules.

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:_____ _____
(Signature of Resident)

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

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

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