Hillcrest Spring Residential

5052 Upper Market Street
Amsterdam, New York 12010

RESIDENCY AGREEMENT

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ADULT HOME RESIDENCY AGREEMENT

This agreement is made between **Paul F. Wolfe** (the "Operator"),
_____ (the "Resident" or "You"),
_____ (the "Resident's Representative", if any) and
_____ (the "Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at **5052 Upper Market Street, Amsterdam, New York 12010** an Assisted Living Residence ("The Residence") known as **Hillcrest Spring Residential** and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence.

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

AGREEMENTS

I. Housing Accommodations and Services

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

A. Housing Accommodations and Services

1. **Your Room**: You may occupy and use room # _____ which is:

   ☐ private or ☐ semi-private room

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

The management of the Residence shall reserve the right to assign rooms to Residents and to transfer Residents from assigned rooms at the Operator's discretion (such as room reservations) when it is evident that such assignments and transfers are necessary for resident health or safety. A written notice of intent will be sent to resident and/or representative. In such circumstances, resident choice will be taken into account to the extent possible without compromising the safety of the residents.

2. **Common areas**: For at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m., you will be provided unrestricted access to common areas at The Residence, such as the library, activity room, community rooms, and parlors. Whenever a common area is temporarily unavailable, either outside of these hours or for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.
3. **Furnishings/Appliances Provided by The Operator:** Attached as Exhibit I.A.2. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your living space.
4. **Furnishings/Appliances Provided by You:** Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You in Your living space. Such Exhibit also contains any limitations or conditions concerning what type of appliances are not 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 snacks available upon request on a twenty-four hour basis is 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 (House) Diet, No Concentrated Sweets, Mechanical Soft, and Thickened Liquids.

   Food and Drinks are available to You 24 hours per day, 7 days a week upon request from staff.
2. **Activities:** The Operator will provide an organized and diverse 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.

2. **Housekeeping*:*** The Operator will provide housekeeping services for bedrooms and bathrooms daily.
3. **Linen Service:** Linen service will be provided on a weekly basis and will include towels and washcloths, pillow and pillowcase, blanket, bed sheets and bedspread, all clean and in good condition.
4. **Laundry of your personal washable clothing:** Laundry services will be provided daily.
5. **24-hour Supervision:** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law and by the Department of Health. There exists a twenty-four hour emergency signaling device; which alerts staff that the Resident requires immediate attention. If the Resident requires emergency medical assistance, the staff will request assistance from emergency medical services available in the area. The cost of such services is to be borne by the Resident except when payment is available under Medicare, Medicaid or other third party coverage.
6. **Case Management:** The Operator will provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and evaluation of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
7. **Personal Care:** Personal care services available to all ALR residents will include up to 3.75 hours per week of direction and some assistance with grooming, dressing, bathing, toileting, walking and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of monthly weights. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Personal care services provided in excess of 3.75 hours/week may require that the resident pay a higher monthly fee. Detailed fees are included in Exhibit III.C. of this Agreement's rate or fee schedule.
8. **Development of Individualized Service Plan:** An Individualized Service Plan will be developed to address the resident's needs and will be reviewed and

revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

C. Additional Services

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

D. Licensure/Certification Status

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

II. Disclosure Statement

Paul F. Wolfe ("The Operator") as operator of **Hillcrest Spring Residential** ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658(^{3}).

1. Statement of the provision of or access to the Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit XVII. of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate **5052 Upper Market Street, Amsterdam, New York 12010** 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. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Enhanced Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

Enhanced Assisted Living services for up to a maximum **of twenty (20)** 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 program.

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

Following is a list of other health related licensure or certification status of The Operator or others providing services at the Residence:

None

3. The owner of the real property upon which the Residence is located is **Alcourt Realty, LLC**. The Mailing address of such real property owner is **Box 368, 5052 Upper Market Street, Amsterdam, New York 12010**. The following individual is authorized to accept personal service on behalf of the real property owner: **Diana Stevenson, Administrator, Hillcrest Spring Residential., Box 368, 5052 Upper Market Street, Amsterdam, New York 12010**.
4. The Operator of the Residence is **Paul F. Wolfe**. The mailing address of the Operator Is **Box 368, 5052 Upper Market Street, Amsterdam, New York 12010**. The following individual is authorized to accept personal service on behalf of the Operator: **Diana Stevenson, Administrator, Hillcrest Spring Residential., Box 368, 5052 Upper Market Street, Amsterdam, New York 12010**.
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, regardless of whether the Operator of this residence has an arrangement with the provider.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. All residents should be aware that public funds for the payment of residential, supportive or home health services are available for eligible individuals. Residents should also be aware that the facility does not accept public funds payments as payment in full. Therefore, if the facility rate exceeds the amount of public funds available to the resident, and the resident is unable to pay (in full) the balance of the facility's basic daily rate, the facility will assist the resident in securing placement at another facility, pursuant to applicable law and regulation.
10. The **New York State Department of Health's toll-free telephone number** for reporting of complaints regarding the services provided by the 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. The **Local LTCOP telephone number** is **518-372-5667**. The **NYSLTCOP website** is **www.ltcombudsman.ny.us.**
12. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-488 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

III. Fees

A. Basic Rate

Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section I.B. are included in a single fee. This is referred to as the "Basic Rate". The Residence operates with a flat fee Basic Rate.

Select all that apply

☐ The Resident ☐ The Resident's Representative

☐ The Resident's Legal Representative

☐ Other, please specify: _____

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

B. Tiered Fee Arrangements

Any "Tiered" fee arrangements, in which the amount of the Monthly Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care, are set forth in detail in Exhibit III.A. and made a part of the Agreement. Such Exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each "tier" of care, and describes who will be providing care, if other than staff of the Operator. The Residence uses a tiered fee arrangement.

C. Supplemental, Additional or Community Fees

The Residency Agreement includes a description of supplemental and additional fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees or charges. See Exhibit III.B..

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

A Supplemental fee must be at the Resident's option. Any charges for supplemental fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident.

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

A Community fee is a one-time fee that the Operator may change at the time of Admission. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The operator must clearly inform the prospective Resident what the amount of the Community fee will be as well as any terms regarding refunds 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 at the Residence or to reject the Community fee and thereby reject residency at the Residence.

The Residence does not charge a community fee.

D. 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.

E. Billing and Payment Terms

1. **Initial Payment:** Upon execution of this agreement, a prorated fee for the current month shall be paid. This initial payment includes the prorated monthly Basic Services and any applicable tiered or supplemental fees.
   The initial payment due is $ _____.

   Monthly Payment: Monthly fees will be billed in advance at the beginning of each month. Payment in full is due by the 3rd day of each month. The Residence will accept checks made payable to Hillcrest Spring, cash, or wire transfer. Payment shall be delivered to the Controller's Office located at 5052 Upper

Market Street, Amsterdam, New York 12010. Payments submitted via US Postal Service shall be mailed to PO Box 368, Amsterdam, New York 12010.

For added convenience, electronic payments may be set up through your bank, please see the Controller for more information. Any billing discrepancies should be promptly discussed with the Controller or Administrator.

2. **Interest and Collection Fees**: Each Resident is expected to pay the monthly fees and any supplemental charges when due. The Residence may charge interest on any balances over thirty (30) days past due at one and one-half percent (1.5%) per month. Should any legal or other collection fees result from the Resident's failure to pay the monthly fee, the Resident will be responsible for these fees as well. In the event the Resident, Resident's Representative or Resident's legal representative, as applicable, is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, the Operator may issue a notice of termination, as more fully described in Section XIII of this agreement.

F. 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, except in the following circumstances:

   a. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, 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.

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

   c. In the event of any emergency which affects You, the Operator may

assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

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.

G. Bed Reservation

The Operator agrees to retain or reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is equal to your monthly rental fee. The maximum 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 such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of your discharge, but in no case more than three (3) business days after You leave the Residence, the Operator must provide You, Your Resident Representative and/or Legal Representative, and any other person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any, and any property or things of value held in trust or custody by the operator under Section VI of this agreement Operator shall also return to You any money that comes into Operator's possession after your discharge by forwarding such funds to You. The Operator shall contact you to retrieve any property or items of value that come into the possession of the Operator after Your discharge or transfer and allow You at least three (3) days to pick up such items.

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate. If you die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Monroe County Public administrator's Office to determine what should be done with property of Your estate.

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time following admission and during Your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given or 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. It is the policy of the Residence to not hold in custody resident funds other than Personal Needs Allowance if requested by the Resident.

VI. Temporary Hold of 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. It is the policy of the Residence to not hold in custody resident property or items of value.

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 required by statute, regulation, or agreement.

IX. Personal Allowance Accounts

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law. The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with You or Your Representative. You agree to inform the Operator if you receive or have applied for

Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

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

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

You must complete the following:

☐ I receive SSI funds OR ☐ I have applied for SSI funds

☐ I receive SNA funds OR ☐ I have applied for SNA funds

☐ I do not receive either SSI or SNA funds

If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence-maintained account, then that signatory hereby agrees that they 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. An operator shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state, and local laws.
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 residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

6. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
   a. are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
   b. have chronic unmanaged urinary or bowel incontinence.

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

XI. Rules of the Residence

The Rules of the Residence are set forth in the Resident Handbook that has been provided to You. By signing this Agreement, You acknowledge that you have received a copy of the Resident Handbook.

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

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

1. Payment of the Basic Rate, applicable tiered fee arrangement, and any authorized

Additional and agreed to Supplemental Fees as detailed in this Agreement.

2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation (if not within the Town of Amsterdam) for medical purposes except when payments are 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
   - **A.** The Resident's Representative shall be responsible for the timely completion of the obligations set forth in Section XII., above, if not previously completed by the Resident.
   - **B.** The Resident's Legal Representative, if any, shall be responsible for the timely completion of the obligations set forth in Section XII., above, if not previously completed by the Resident or the Resident's Representative.

XIII. Termination and Discharge

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

1. By mutual, written agreement between You and the Operator;
2. Upon thirty (30) days' written notice from You or Your Representative to the Operator of Your intention to terminate the Agreement and leave the facility;
3. Upon thirty (30) days' written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and/or any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and if You object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which 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 (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence.
5. The Operator has had their 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, the notice will include the date of the termination which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object, and a list of free legal advocacy resources approved by the New York 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 You/the Operator may be entitled.

The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure 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 thirty (30)-days' written 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 serious physical injury to Yourself or others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care;

If You are transferred, in order to terminate Your Residency Agreement, the Operator must

proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been transferred. If such hand delivery is not possible, then the notice must be given by any of the methods provided by New York law for personal service upon a natural person. For residents admitted to the Special Needs Assisted Living Residence or who have a guardian appointed, services will be made to the resident's representative or next of kin by certified mail, with a copy to the resident by certified mail.

If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this 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

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 such 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 Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the applicable federal and state statutes and regulations that govern the license of the Operator shall be null and void, and the terms of applicable statutes and/or regulation will control.
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 Insert Name of Facility from the date of execution until three (3) years after the 34 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 that is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), 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/Operator's Representative*

(Optional) **Personal Guarantee of Payment**

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

_____, personally, guarantees payment of charges for Your Basic Rate.

_____ personally, guarantees payment of charges for the following services, materials, or equipment, provide 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.

_____ _____

Date Guarantor's Signature

_____

Guarantor's Name (Print)

EXHIBIT I.A.1. IDENTIFICATION OF ROOM

RESIDENT NAME: _____

UNIT #: _____

UNIT LOCATION: _____

RESIDENT INITIALS (All that Apply)	**APARTMENT STYLE**	**MONTHLY FEE**
	Semi-private Room	$2,900
	One Bedroom Private Room	$3,700
	One Bedroom Private Suite	$3,850
	Two Bedroom Private Room	$7,400
	LEVEL ONE PACKAGE FEE: Additional $1,000 per month	
	LEVEL TWO PACKAGE FEE: Additional $2,000 per month	

EXHIBIT I.A.2. FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

The facility is required to provide these items however You may desire to bring your own.

Where allowable, please mark an "X" for items You would prefer to supply Yourself.

_____ Standard single size bed, well-constructed , in good repair, and equipped with clean springs maintained in good condition with:

_____ a clean, comfortable, well-constructed mattresses, standard in size for the bed;

_____ a clean comfortable pillow of average bed size;

_____ Linens for bed sheets (2), pillowcase, at least one blanket, bedspread;

_____ Lamp;

_____ Chair;

_____ Table;

_____ TV;

_____ Telephone Line access (if a phone is desired, purchase and install is the resident's responsibility);

_____ Towels and washcloths;

_____ Curtains;

_____Individual dresser and closet space;

_____ Toilet tissue;

_____ Soap;

- A hinged, lockable entry door;
- Lockable storage facilities, which cannot be removed at will for personal articles and medications; and
- In the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy.

EXHIBIT I.A.3. FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents are allowed to bring the items below. Check all those that will be furnished by You.

- ☐ Bed
- ☐ Bed Frame
- ☐ Box Springs
- ☐ Mattress
- ☐ Nightstand
- ☐ Dresser
- ☐ Bed Linen
- ☐ Pillow(s)
- ☐ Bed Spread
- ☐ Bath Linens
- ☐ Wastebasket
- ☐ Couch
- ☐ Easy Chair
- ☐ Table
- ☐ Lamp(s)
- ☐ Other:_____
- ☐ Other:_____

Residents are **NOT ALLOWED** to bring the items below:

Cooking Appliances in Bedrooms
Heat producing items such as Toasters, Coffee Makers, Microwaves, Hot Pots/Plates
Space heaters, Heaters of any Kind
Electric Blankets and Pads
Zero tolerance for “open flames” (candles, lighters, matches)
No bed with full rails, or higher than 36”Non-UL Surge protected extension cords
Non-UL Surge protected multi plug adapters/power strips

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:
Food Service:		
Guest Meals	$10.00	Operator
Guest meals for aides/companions: If you have a paid private aide or other companion that lives with you a guest meal package is available that includes one meal per day	$10.00	Operator
Catering and Special Events	No Charge	Operator
Other, specify:		
Wellness:		
Pendant Replacement (optional)	N/A	
Medical Transport *Medical Transportation charges included here are those over and above Medicare, Medicaid, and Third-Party Payment.*	By Hillcrest Spring - No charge M-F within Amsterdam	Operator
Other, specify: Saturday or Sunday, or outside of the City of Amsterdam may be arranged for through outside parties	Vendor rate	Outside Vendor
Housekeeping & Maintenance:		
Carpet Cleaning: Spot Only (beyond normal maintenance)	No Charge	Operator
Carpet Cleaning: Additional Shampooing (beyond normal maintenance)	No Charge	Operator
Internal move/transfer to another apartment fee: If a resident chooses to move to another apartment, an internal move fee will be charged. No fee is charged if the move is required.	No Charge	Operator
Key replacement	$5.00	Operator
Pet Fee (check all that apply) Pets are not allowed unless they are approved service animals ☑ One-Time Deposit Refundable (minus any deductions for repair or cleaning costs incurred due to damage caused by the animal)	$500.00	Resident

Item:	Additional Charge:	Provided By:
Utilities		
Local & long distance telephone service	Vendor Rate	Arranged by Resident with service Provider (Verizon or Spectrum)
Cable television – Basic services included; additional channels not included.	$11.00	Spectrum
Miscellaneous		
Salon and spa	Vendor Rate	Lott Charles
Dry Cleaning	Vendor Rate	Pleasant Dry Cleaners
Transportation to Community Events/Cultural Activities	Vendor Rate	5 Starr Cab Yellow Cab

* Please note that Operator can provide you with additional services at fees to be determined at the time the service is requested or Operator can help you locate someone in the Residence to help you. Please note that these prices are subject to change from time to time.

Signature of Resident_____Date_____

Signature of Resident's Representative_____Date_____

Signature of Operator or Designee _____Date_____

*Except where payment is available under Medicaid or third-party coverage. Hillcrest Spring Residential will provide a driver whenever possible. If Hillcrest Spring Residential driver is available, transportation to local area (within the Town of Amsterdam) medical appointments will be provided at no extra charge. Transportation to appointments outside of Montgomery County are the responsibility of the resident or resident's representative.

EXHBIT I.D. LICENSURE/CERTIFICATION STATUS OF PROVIDERS

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.

NAME OF PROVIDER	LICERSURE/CERTIFICATION
NONE	

EXHIBIT III.A. TIERED FEE ARRANGEMENTS

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as monthly weight monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting *(if applicable),* ambulation *(if applicable*), transferring (*if applicable*), medication acquisition, storage and disposal, and assistance with self- administration of medication.

As an Adult Home Resident, You will be provided up to three and three-quarter (3.75) hours per week of Personal Care, as outlined above. The Residence does utilize tiered fee arrangements for services in excess of 3.75 hours of personal care per week.

Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees, as follows:

	Basic Rate Package (minimum of 3.75 hours per week)	**Level One Package** Includes all services offered in the Basic Rate (a minimum of 3.75 hours per week), as well as any or all of the following:	**Level Two Package** Includes all services offered in the Basic Rate (a minimum of 3.75 hours per week) and the Level One Package, as well as any or all of the following:
1.	**Three Meals & Snacks Daily**	**Three Meals & Snacks Daily**	**Three Meals & Snacks Daily**
2.	**Laundry**	**Laundry**	**Laundry**
3.	**Housekeeping**	**Housekeeping**	**Housekeeping**
4.	**Activity Programming**	**Activity Programming**	**Activity Programming**
5.	**Case Management**	**Case Management**	**Case Management**
6.	**Showering/Bathing** • Set-up for showers/bathing	**Showering/Bathing** • Standby or physical assistance from staff for up to 30 minutes per episode	**Showering/Bathing** • Standby or physical assistance from staff for >30 minutes per episode

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	Basic Rate Package (minimum of 3.75 hours per week)	**Level One Package** Includes all services offered in the Basic Rate (a minimum of 3.75 hours per week), as well as any or all of the following:	**Level Two Package** Includes all services offered in the Basic Rate (a minimum of 3.75 hours per week) and the Level One Package, as well as any or all of the following:
7.	**Dressing and Grooming (Inc. Compression Hose, Shaving, Oral Care, Hair Care)** • Reminders and/or Prompting • Physical Assistance from Staff with Resident participation ≤15 minutes per episode • Assistance with Layout/ Selection of Clothing	**Dressing and Grooming (Inc. Compression Hose, Shaving, Oral Care, Hair Care)** • Physical Assistance from Staff with minimal Resident participation 15-30 minutes per episode	**Dressing and Grooming (Inc. Compression Hose, Shaving, Oral Care, Hair Care)** • Full physical Assistance from Staff required (Resident is unable to participate); or • Prolonged Physical Assistance from Staff with minimal Resident participation >30 minutes per episode
8.	**Toileting/Incontinence Care** • Periodic Reminders and/or Prompting	**Toileting/Incontinence Care** • Assistance by Staff (Including Standby Required for Safety); or • Routine Toileting Schedule up to 4 times/ day	**Toileting/Incontinence Care** • Routine Toileting Schedule >4 times/day
9.	**Medication Assistance** • Case Management and Periodic Assessments of Self-administration • Assistance with Self-administration for Medications not Required to be Administered by Licensed Staff (Injections under Equivalency excluded)	**Medication Assistance** See Below for Required Skilled Nursing Services	**Medication Assistance** See Below for Required Skilled Nursing Services
10.	**Safety Checks** • Once per Shift and every 2hrs at night	**Safety Checks** • Continually up to every 2 hours	**Safety Checks** • Continually up to every 1 hour *If 1:1 staffing is required it will be charged at an hourly rate of $22.00/hour

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	Basic Rate Package (minimum of 3.75 hours per week)	**Level One Package** Includes all services offered in the Basic Rate (a minimum of 3.75 hours per week), as well as any or all of the following:	**Level Two Package** Includes all services offered in the Basic Rate (a minimum of 3.75 hours per week) and the Level One Package, as well as any or all of the following:
11.	**Transfers and Ambulation** • Cueing, Distant Supervision and/or • Standby for safety if required	**Transfers and Ambulation** • Physical Assist of One for Difficult Maneuvers (i.e. car, tub, shower, etc.)	**Transfers and Ambulation** • Physical Assistance of One Staff continually
12.	**Medical Equipment (Emptying, Cleaning, and Changing Catheter or Ostomy Drainage Bag, Oxygen, Nebulizers, CPAP/BiPAP, etc.)** • Minimal, Intermittent Assistance with Self-Managed Care	**Medical Equipment (Emptying, Cleaning, and Changing Catheter or Ostomy Drainage Bag, Oxygen, Nebulizers, CPAP/BiPAP, etc.)** • Assistance by Staff ≤2 times/day	**Medical Equipment (Emptying, Cleaning, and Changing Catheter or Ostomy Drainage Bag, Oxygen, Nebulizers, CPAP/BiPAP, etc.)** • Assistance by Staff >2 times/day
13.	**Skilled Nursing (EALR Only)** • Dressing Changes for a Duration <2 weeks	**Skilled Nursing (EALR Only)** • Periodic, On-going RN Assessment <Weekly (i.e. Required for Medical Conditions such as CHF, COPD, or Brittle Diabetes, Frequent Changes in Medications such as Coumadin or diuretics, Refractory Pain Control, etc.); or • Dressing Changes Once/day (>2 week Duration) • Full Administration of a Medication Required to be Performed by a Licensed Professional 3 times/day	**Skilled Nursing (EALR Only)** • Frequent, On-going RN Assessment ≥Weekly (i.e. Required for Medical Conditions such as CHF, COPD, or Brittle Diabetes, Frequent Changes in Medications such as Coumadin or diuretics , Refractory Pain Control, etc.); or • Dressing Changes ≥Twice/day (>2 week Duration) • Full Administration of a Medication Required to be Performed by a Licensed Professional ≥ 4 times/day

EXHIBIT III.B. SUPPLEMENTAL, ADDITIONAL, OR COMMUNITY FEES

Supplemental Fees

See Exhibit IIIA.

Additional Fees

See Exhibit IC.

Community Fees

The Residence does not charge a community fee.

EXHIBIT III.C. RATE OR FEE SCHEDULE

RESIDENT NAME:_____ **UNIT #:**_____

A. Your Basic Monthly Rate (Housing Accommodations and Basic Services)	**$**

The Basic Rate includes costs associated with Housing Accommodations and Basic Services as outlined in Section 1.A. and 1.B. of this Agreement.

Living Space ***include the type of living space (room) (i.e., 1 bedroom, private with square footage)**

Basic assistance with personal care including some assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), medication acquisition, storage and disposal, and assistance with self- administration of medication.

B. Your Tiered Billing Monthly Rate	**$**

The Residence does utilize tiered fee arrangements.

The assessment conducted, in consultation with Your Physician has determined that the following Level of Care is appropriate to provide You with the services You need. You, Your Representative, or Your Legal Representative agree to pay the additional fees required.

C. Your Supplemental or Additional Fees	**$**

You have opted to receive the following supplemental or additional fees, outlined in Exhibit III.B:

YOUR TOTAL MONTHLY RATE (Your Basic Rate + Your Tiered Billing Rate + Your Supplemental or Additional Fees)	**$**

The Residence does not charge a one-time Community Fee, as outlined in Exhibit III.B. of this Agreement.

Your Total Move-In Costs: $

EXHIBIT V. TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

It is the policy of the Residence to not hold in custody resident funds other than Personal Needs Allowance if requested by the Resident.

EXHIBIT VI. PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

It is the policy of the Residence to not hold in custody resident property or items of value.

EXHIBIT X V. RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

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

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

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

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

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATME NT 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 INTERCEPTIONOR 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; HOWEVER, PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; 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 CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

EXHIBIT XVI. OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

1. Upon receiving a complaint from a resident or family member, the staff member receiving the complaint will complete the Resident Complaint form for review by the LHCSA Director. (See Resident Complaint form attached.)
2. A Complaint Log will be maintained by the LHCSA Director, who is responsible for assigning a consecutive four digit (the first two digits representing the year) Complaint Number and maintaining the log.
3. The LHCSA Director will acknowledge receipt of the complaint in writing to the resident/family member who made the complaint. The acknowledgment will explain the time frame required to resolve the complaint, and set forth the Appeals process. (See Complaint Acknowledgment letter attached.)
4. The LHCSA Director is responsible for managing the investigation of the complaint and documenting the resolution within 15 days of receipt of the complaint.
5. The LHCSA Director is responsible for communicating the resolution of the complaint to the resident/family member. A complaint received in writing must be responded to in writing. Oral complaints must be responded to in writing upon request.
6. The resident/family member may appeal the resolution within thirty (30) days of receipt by contacting Paul Wolfe. If the resident/family member is still not satisfied, they may complain to the Department of Health's Office of Health Systems Management. The LHCSA Director is responsible to ensure that the resident/family member is aware of the appeals process.
7. Anonymous complaints can be submitted by placing it in the suggestion boxes centrally located next to the bulletin board near the beauty shop.
8. Suggestion boxes checked weekly by LHCSA Director, or designated person.
9. Anonymous complaints are addressed monthly at Resident Council Meetings by LHCSA Director or designated person.

EXHIBIT XVII. CONSUMER INFORMATION GUIDE

The Operator is required to provide you with the Department of Health Consumer Information Guide. This will be made available to you in hard copy unless you prefer to access an electronic version.

The electronic version may be located at **https://www.health.ny.gov/publications/1505.pdf.**

Additionally, if you prefer, the Operator will provide you with access to a computer or other electronic means by which you can access this document.