



Department of Health

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Governor

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Commissioner

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Executive Deputy Commissioner

December 6, 2019

Leanne Kontogiannis, Esq.
Hinman Straub P.C.
121 State Street
Albany, NY 12207

Project # 2603
The Regency at Glen Cove

Dear Ms. Kontogiannis:

Thank you for your e-mail on Tuesday, December 3, 2019 outlining the corrections to your proposed Residency Agreement for The Regency at Glen Cove.

The main body of your Residency Agreement and the EALR/SNALR Addendum is approved contingent upon receipt of your Operating Certificate for AH/ALR/EALR/SNALR. Enclosed is a copy of the approved Residency Agreement for your records and immediate use.

Please be advised that the approved Residency Agreement may not be altered without prior Department approval, pursuant to 10 NYCRR 1001.8(f)(6). If you wish to propose any revisions to this agreement, prior to implementation, you must first submit the changes to my office for review and approval to:

Residency/Admission Agreement Coordinator
New York State Department of Health
Division of Adult Care Facility/Assisted Living Surveillance
Bureau of Licensure and Certification
875 Central Avenue
Albany, New York 12206

Failure to submit the revisions and receiving Department approval prior to implementing a Residency Agreement will result in enforcement action and the imposition of civil penalties.

As always, thank you for your cooperation.

Sincerely,

Georgina Raus
Admission/Residency Agreement Coordinator
Division of Adult Care Facilities
and Assisted Living Surveillance

Assisted Living Residence
RESIDENCY AGREEMENT

The Regency at Glen Cove

December 2019

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Reviewer's Initials: KK

RESIDENCY AGREEMENT TABLE OF CONTENTS

	PAGE
I. Housing Accommodations and Services.....	1
A. Housing Accommodations and Services.....	1
B. Basic Services.....	2
C. Additional Services.....	3
D. Licensure/Certification Status	3
II. Disclosure Statement.....	3
III. Fees.....	3
A. Basic Rate.....	3
B. Supplemental Services or Community Fee.....	4
C. Rate or Fee Schedule.....	4
D. Billing and Payment Terms.....	4
E. Adjustments to Basic Rate or Additional or Supplemental Fees	5
F. Bed Reservation.....	6
IV. Refund/Return of Resident Monies and Property.....	6
V. Transfer of Funds or Property to Operator.....	6
VI. Personal Property.....	6
VII. Fiduciary Responsibility.....	7
VIII. Tipping.....	7
IX. Personal Allowance Accounts.....	7
X. Admission and Retention Criteria for an Assisted Living Residence.....	7
XI. Rules of the Residence.....	9
XII. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative.....	9
XIII. Termination and Discharge.....	9
XIV. Transfer.....	11
XV. Resident Rights and Responsibilities.....	12
XVI. Complaint Resolution.....	12
XVII. Miscellaneous Provisions.....	12
XVIII. Agreement Authorization.....	13
(Optional) Guarantor of Payment of Public Funds	14
(Optional) Guaranty of Payment	15

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DEC 9 2019

TABLE OF EXHIBITS

EXHIBIT	SUBJECT	PAGE
I.A.1.	Identification of Apartment/Room	I
I.A.3.	Furnishings/Appliances Provided By Operator.....	X
I.A.4.	Furnishings/Appliances Provided By You.....	XI
I.C.	Supplemental Services, Supplies or Amenities.....	XII
I.D.	Licensure/Certification Status of Providers.....	XIV
II.	Disclosure Statement.....	XV
III.A.2.	Tiered Fee Arrangements.....	XIX
III.A.3.	Services and Point Allocations.....	XXI
III B.	Supplemental, Additional or Community Fees	XXIX
III.C.	Rate or Fee Schedule.....	XXX
V.	Transfer of Funds or Property to Operator	XXXI
VI.	Property/Items Held by Operator For You.....	XXXII
IX.	Statement Offering Personal Allowance Account.....	XXXIII
XI.	Rules of the Residence.....	XXXV
XV.	Residents' Rights and Responsibilities.....	XXXVI
XVI.	Operator Procedures: Resident Grievances.....	XXXVIII

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RESIDENCY AGREEMENT

This Agreement is made between National Healthplex, Inc., (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 94 School Street, Glen Cove, New York 11542, an Assisted Living Residence, and an Adult Home ("the Residence") known as "The Regency at Glen Cove". The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence. 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 _____, _____, (*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.** You may occupy and use an apartment, as identified on Exhibit I.A.I., subject to the terms of this Agreement.

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2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, dining room, network café, TV room, patio 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 apartment.
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 for your apartment. 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 snacks throughout the 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: No Concentrated Sweets () No Salt Added () Regular () Puree () Mechanical Soft ()
2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social, and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
3. **Housekeeping.**
4. **Linen Service.** (towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition)
5. **Laundry of Your personal Washable clothing.** Laundry services will be provided at least once a week or as often as necessary. (Operator is not responsible for dry cleaning or lost or damaged clothing or other personal articles unless loss or damage is due to the negligence or intentional acts of Operator or its agents.)
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
7. **Case Management.** 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 (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), feeding, and medication acquisition, storage and disposal, as well as assistance with self-administration of medication.

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9. **Development of Individualized Service Plan.** An Individualized Service Plan will be developed and reviewed/revised every six months or whenever there is a change in health status.

C. Additional Services.

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

D. Licensure/Certification Status.

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

II. Disclosure Statement

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

III. Fees

A. Basic Rate

1. Flat Fee Arrangements

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

2. Tiered Fee Arrangements

Any "Tiered" fee arrangements, in which the amount of the Basic 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.2 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.

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B. Supplemental, Additional or Community Fees

1. These fees are set forth in detail in Exhibit III B. A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental fee must be at Your option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (See section III.E.)
2. A Community Fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community Fee pays for and what the amount of the Community Fee will be, as well as any terms regarding refund of the Community Fee. The prospective Resident, once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee as a condition of residency in the Residence, or to reject the Community Fee and thereby reject residency at the Residence.

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

C. Rate or Fee Schedule.

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

D. Billing and Payment Terms

1. The Basic Daily Rate is payable in advance by the first (1st) day of each month. Payments **RECEIVED** by the Facility on or after the seventh (7th) day of the month when due, or any outstanding balance will incur a late charge of one and one-half (1 ½) percent per month in addition to the total amount previously due prior to such delinquency. A notification of any late charges, if necessary, will be sent with each monthly statement of charges; however, the Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under the Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties. If You are in default of any term or condition of this Residency Agreement, all charging privileges for supplemental services and supplies (such as beauty parlor, barber, sundries, dry-cleaning, etc.) may be suspended at the option of the Operator. Upon suspension of charging privileges, You will be required to pay at the time you purchase the supply or request the service.

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2. First Month's Rent

The First Month's Rent is payable by the Resident prior to admission. Required Basic Daily Rate will be prorated the following month after move-in on a daily basis until that second month's end.

3. Change in Level of Care.

If Operator, in consultation with your physician, to the extent necessary, determines that the level of care or services being provided to You are not appropriate for Your needs, Operator will consult with You and implement a change in the level of care or services provided, in accordance with the provisions set forth in subsection F below. Operator will also inform Resident's Representative and Resident's Legal Representative, if applicable, of the change and the Basic Rate will be adjusted accordingly. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident. Notice of the rate change will be provided to the Resident. (*See section III.E*).

E. Adjustments to Basic Rate or Additional or Supplemental Fees.

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.
3. If You or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If the Operator provides 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 Supplemental fee upon less than forty-five (45) days written notice.
5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

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F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is \$_____ per _____. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The space will be reserved for as long as the charge for the reservation continues to be paid. A provision to reserve 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

1. 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 or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence.
2. The Operator must also return at the time of Your discharge, but in no case more than three (3) business days after you leave the Residence, any of Your money or property which comes into the possession of the Operator after Your discharge.
3. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made.
4. If You die, the Operator must turn over Your property to the legally authorized representative of Your estate. The legally authorized representative of the estate will continue to be charged the monthly apartment fee until all of Your personal property is removed from the Residence.
5. 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, and while awaiting direction from the Surrogate's Court, Your property will be placed in storage and Your estate will be responsible for storage fees..

V. Transfer of Funds or Property to Operator

The Operator will not accept any transfer of money, property or items of value from You upon admission or at any time after admission.

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

The Operator will not hold property or items of value in its custody for You at any time

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It is suggested that You obtain property insurance for personal property and secure your personal property in your apartment. The Operator shall not be responsible for personal property within your apartment.

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 (DOH-5195) with You or Your Representative. Such Statement of Offering is attached as Exhibit IX.

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

You must complete the following:

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

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

X. Admission and Retention Criteria for an Assisted Living Residence

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

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DEC 06 2019

The Operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.

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 dually certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
7. Enhanced Assisted Living Care is provided to persons who are admitted to the EALR directly from the community or those residents who desire to continue to age in place in an Assisted Living Residence and who: (a) chronically require the physical assistance of another person(s) in order to walk; or (b) chronically required the physical assistance of another person(s) to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

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XI. Rules of the Residence

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

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

- A. You, or Your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:
1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
 2. Supply of personal clothing and effects.
 3. Payment of all medical expenses including transportation for medical purposes, all medications, all professional services or items of any kind ordered specifically for or by Resident and/or Resident's Representative; 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(s), or change in medications.
 6. Informing the Operator promptly of any change of name, address, phone number and/or email address of Your Representative(s).
 7. Clothing purchases, clothing repairs, dry cleaning, personal hygiene items; beauty parlor/barber shop expenses, convenience store expenses, cultural events, non-basic recreational supplies, outgoing telephone calls, and private telephone in Resident's apartment.
- B. The Resident's Representative shall be responsible for the following:
1. That upon admission, furnishings are in good condition, well-constructed and maintained in good condition.
 2. Timely response to any correspondence from the Operator and/or Residence.
 3. Designation of alternate contact in their absence (for example when away on vacation).
- C. The Resident's Legal Representative, if any shall be responsible for the following:
1. Timely response to any correspondence from the Operator and/or Residence.
 2. Designation of alternate contact in their absence.

XIII. Termination and Discharge

- A. This Residency Agreement and residency in the Residence may be terminated **APPROVED** the following ways:

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- 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 (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 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.
- C.** 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.
- D.** 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.
- E.** 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.
- F.** Both You and the Operator are free to seek any other judicial relief to which they may be entitled.

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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.

G. 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.

H. The Resident and/or Resident's Representative shall pay on behalf of, indemnify and save harmless the Residence, its owners, the Operator, any manager and all representatives thereof, from all reasonable liabilities, obligations, losses, property damage, cost of repairs, services, and expenses, including court costs and attorneys' fees allowed by a court of competent jurisdiction, and/or collection costs which may be reasonably imposed upon or incurred by the Residence or the Operator by reason of Resident's negligence or improper use or care of the Residence's or others' property and/or failure of Resident and/or Resident's Representative to comply with any of the terms and conditions of this Residency Agreement. You and the Responsible Person, if any, agree to indemnification with the understanding that you and the Responsible Person, if any, retain any and all rights under law and equity, to contest the imposition of any such costs and fees, and to assert any claims they would have against the Operator for damages, losses, liabilities, obligations, property damages or other expenses of any type (including court costs and attorney's fees) as ordered by a court of competent jurisdiction resulting from arising, out of or related to, the acts or omissions of the Operator or its employees, agents or contractors.

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 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 moved. If such hand delivery is not

possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

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. Exhibit XVI sets forth the procedures for resident grievances.

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.
5. Within thirty (30) days prior to Admission, a dated and signed physical examination report that conforms to Department Regulations (presently form DOH 3122) must be provided to the Operator. Thereafter, Residents will be required to undergo a physical examination every twelve (12) months (or more frequent if a change in condition warrants), as well as any additional examinations considered necessary by the Resident's physician.
6. Subject to applicable laws and regulations, delay or failure on the part of the Residence or Operator to bring any action or enforce any rights against You and/or Your Representative(s), shall not be a waiver of the Residence's or Operator's rights.
7. Neither the Residence, the Operator, nor their employees shall be liable for loss, expense, or damage to any person or property, unless due to its/their negligent, reckless or intentional acts.

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XVIII. Agreement Authorization

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

Dated: _____
(Signature of Resident)

Dated: _____
(Signature of the Representative(s))

Dated: _____
(Signature of Legal Representative)

Name of Resident's Representative(s) _____

Address of Resident's Representative(s) _____

Name of Resident's Legal Representative(s) _____

Address of Resident's Legal Representative(s) _____

Telephone Numbers of Resident's Representative Day _____ Night _____

E-Mail Address of Representative: _____

Telephone Numbers of Resident's Legal Representative Day _____ Night _____

E-Mail Address of Legal Representative: _____

Date Signature of Authorized Residence/Operator's Representative

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(Optional) Guarantor of Payment of Public Funds

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

(Date)

(Guarantor's Signature)

Guarantor's Name (Print)

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(Optional) **GUARANTY OF PAYMENT**

I, _____ ("Guarantor"), whose address is _____, requests of The Regency at Glen Cove, 94 School Street, Glen Cove, New York 11542, (the "Residence"), to give _____ ("Resident"), such room, board and services which the Residence will provide the Resident in accordance with the terms of the attached Residency Agreement and the Social Services Laws of New York State and the Regulations promulgated thereunder. In consideration of said room, board and services provided to Resident in accordance with the attached Residency Agreement and applicable regulations, Guarantor unconditionally guarantees prompt payment when due of any existing or future indebtedness or liability of Resident to the Residence, including the cost of collection, attorneys' fees, court costs, etc.

Resident and/or (if applicable) Guarantor WARRANTS AND AGREES AS FOLLOWS:

1. To pay and perform all of the terms, conditions and obligations contained in the Residency Agreement between the parties dated _____.
2. That Resident and/or (if applicable) Guarantor will maintain funds sufficient to pay for rent and services to the Residence for at least two and one-half (2 ½) years from the commencement date of the Residency Agreement.
3. If Resident and/or (if applicable) Guarantor commences(s) an insolvency proceeding. Resident and/or (if applicable) Guarantor will notify the Residence of same on the date of commencement of said proceeding. If any insolvency is commenced against Resident or (if applicable) Guarantor, he or she will notify the Residence of same as soon as is practicable.

The Guaranty will continue as to any indebtedness or liability of the Resident to the Residence incurred prior to the Residence's receipt of a written notice of the termination of this Guaranty signed by Guarantor. This Guaranty is binding upon Guarantor's estate to the benefit of the Residence's successors and assigns.

Signature of Guarantor: _____

Signature of Resident: _____

Name of Guarantor: _____

Name of Resident: _____

Address of _____

Guarantor: _____

Date: _____

Telephone Number of Guarantor: _____

E-Mail Address of Guarantor: _____

Date: _____

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EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT

Room # _____

Type of Apartment (please check one)

- ☐ **Studio Suite**
- ☐ **Alcove Studio Suite**
- ☐ **Deluxe Alcove Studio Suite**
- ☐ **Terrace Suite**
- ☐ **One Bedroom Apartment**
- ☐ **Deluxe One-Bedroom Apartment**
- ☐ **Cove Wing**
 - ☐ **Studio Suite**
 - ☐ **Deluxe Studio Suite**
 - ☐ **One Bedroom Apartment**
 - ☐ **Deluxe One Bedroom Apartment**
 - ☐ **Deluxe Alcove Studio Suite**

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EXHIBIT I.A.1.-(CONTINUED)

APARTMENT FEES

Studio Suite: \$4,995

Alcove Studio Suite: \$5,200

Deluxe Studio Suite: \$5,500

Deluxe Alcove Studio Suite: \$6,000

Terrace Suite: \$5,650

One Bedroom Apartment: \$5,900

Deluxe One-Bedroom Apartment: \$6,100

Cove Wing

Studio Suite: \$5,300

Deluxe Studio Suite: \$5,700

One Bedroom Apartment: \$6,100

Deluxe One Bedroom Apartment: \$6,300

Deluxe Alcove Studio Suite: \$5,800

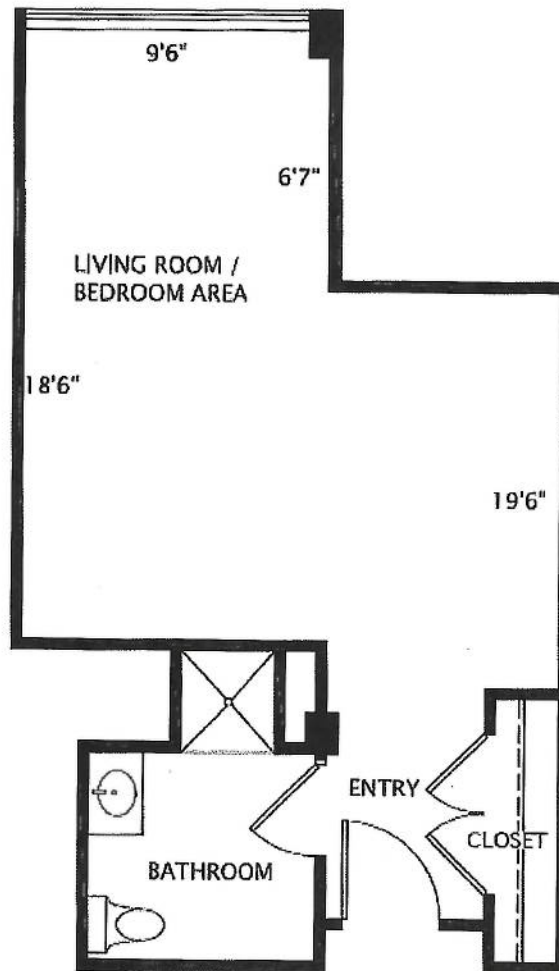
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EXHIBIT I.A.1. – (CONTINUED)

IDENTIFICATION OF APARTMENT

Cove Wing/ 3rd Floor



ALCOVE DELUXE STUDIO SUITE

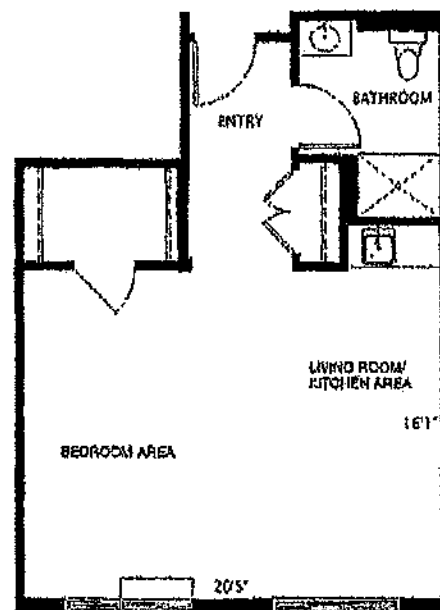
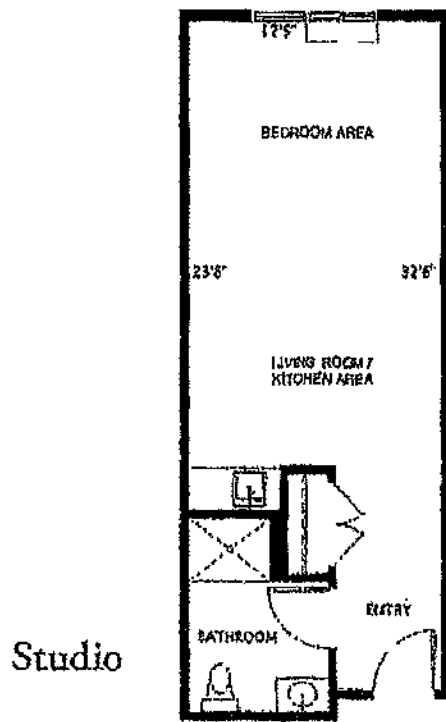
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EXHIBIT I.A.1. – (CONTINUED)

IDENTIFICATION OF APARTMENT

Cove Wing/ 3rd Floor



Deluxe Studio

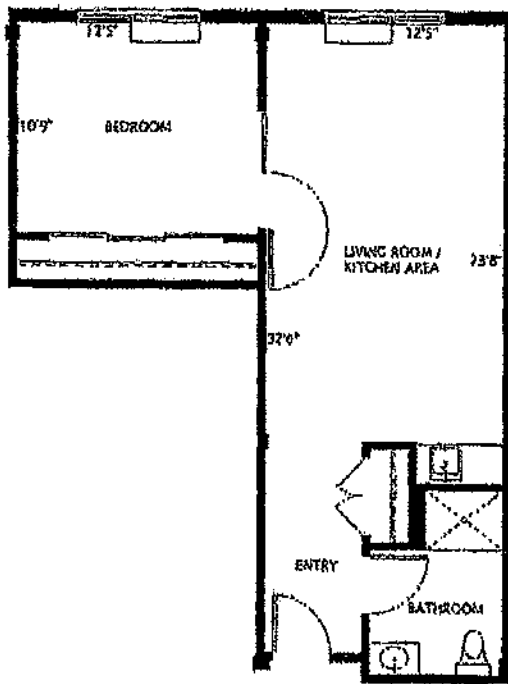
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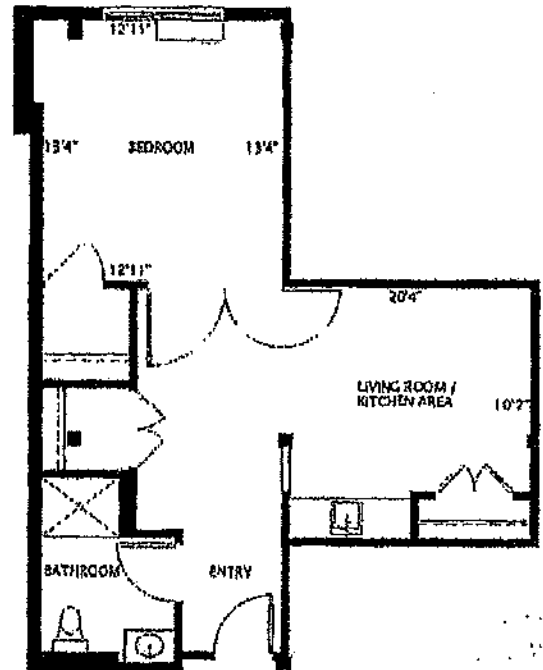
EXHIBIT LA.1. – (CONTINUED)

IDENTIFICATION OF APARTMENT

Cove Wing/ 3rd Floor



One-Bedroom



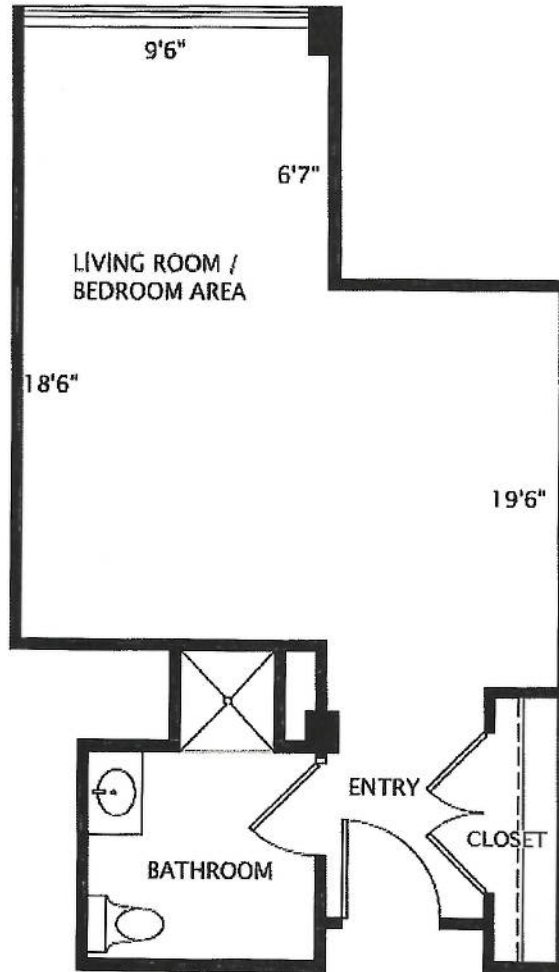
Deluxe One-Bedroom

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EXHIBIT I.A.1. – (CONTINUED)

IDENTIFICATION OF APARTMENT



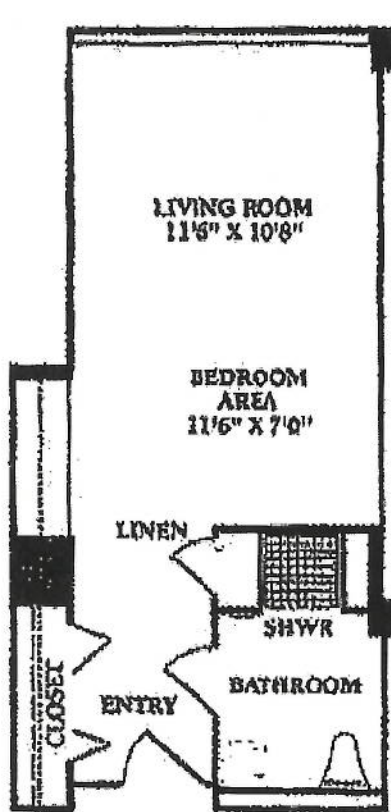
ALCOVE DELUXE STUDIO SUITE

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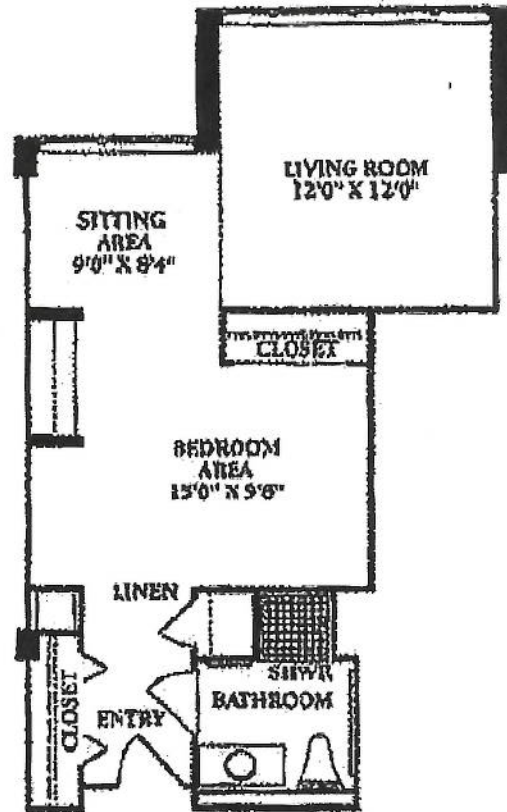
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EXHIBIT I.A.1. – (CONTINUED)

IDENTIFICATION OF APARTMENT



Studio-Suite



Alcove Studio-Suite

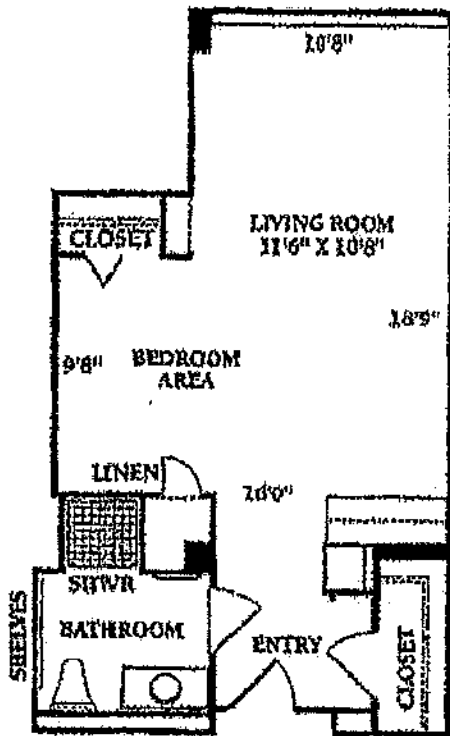
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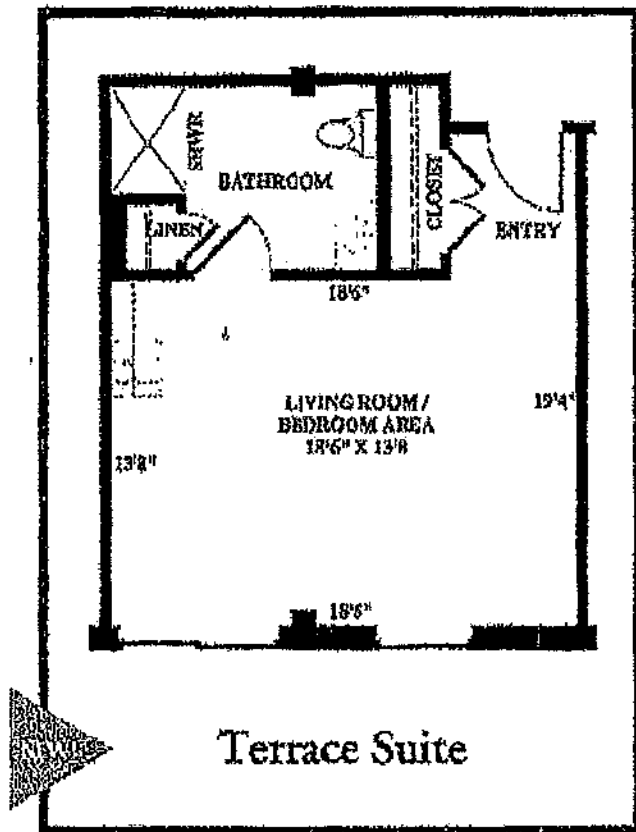
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Reviewer's Initials: KK

EXHIBIT I.A.1. – (CONTINUED)

IDENTIFICATION OF APARTMENT



Deluxe Studio-Suite



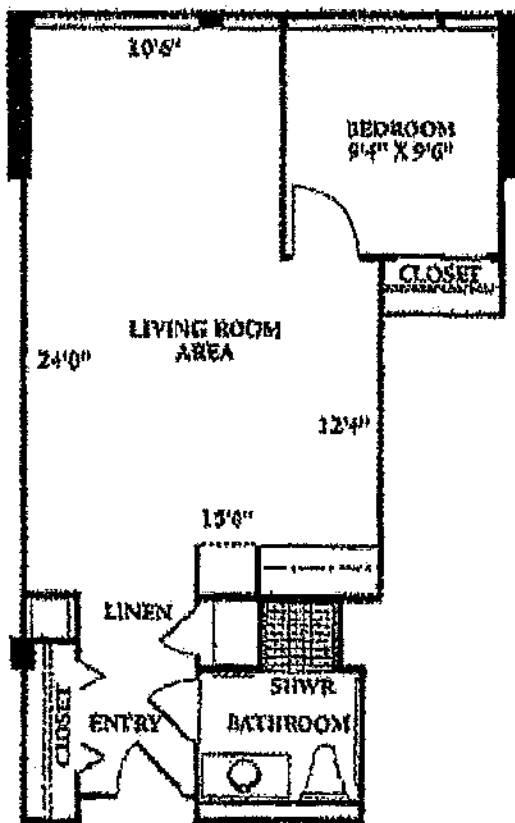
Terrace Suite

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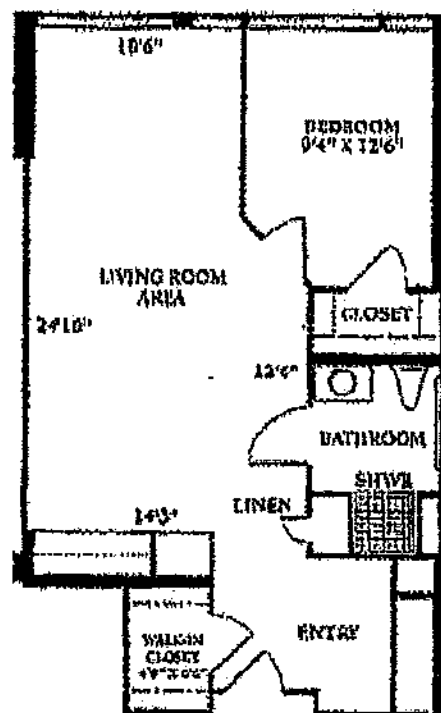
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EXHIBIT L.A.1. - (CONTINUED)

IDENTIFICATION OF APARTMENT



One-Bedroom



Deluxe One-Bedroom

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EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Couch

2 lamps

1 coffee table

1 bed per person

1 nightstand

1 living room chair

Blinds

Towels, pillows, 2 sheets, pillowcase, bedspread, washcloths, soap and toilet tissue

Toiletries

Carpet

AC/Heating unit

Lockable storage facility, which cannot be removed at will, for personal articles and medication

Bath Rug

Table

Individual dresser and closet space for storage of resident clothing

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EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

The following electrical appliances are not permitted:

- hair dryers
- extension cords
- toasters
- heating pads
- heaters
- microwaves
- coffee makers
- hot plates
- irons

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EXHIBIT I.C.

SUPPLEMENTAL SERVICES, SUPPLIES OR AMENITIES

The Operator is providing services and/or supplies beyond those required by law and regulation as noted below including the basis for additional charges, fees or assessments for such services or supplies. Such services and/or supplies shall be provided at Your option and charges shall be made only for those services and/or supplies chosen by and provided to You.

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Dry Cleaning	yes	Outside vendor. Residents pay dry cleaner directly.
Professional Hair Grooming	yes	Beautician on site at the facility
Personal Toilet Articles Toilet paper, tissues soap	no	The Regency at Glen Cove
Commissary Goods	no	The Regency at Glen Cove
Medical Transportation	If under 3- mile radius, no charge. Charge for transportation beyond 3-mile radius based upon distance from the facility.	The Regency at Glen Cove
Cultural/Activities Transportation	no	The Regency at Glen Cove
Long Distance Telephone Service	yes	Verizon
Local Phone Service	yes	Verizon
Air Conditioning	no	The Regency at Glen Cove
Cable T.V. (if available)	no	The Regency at Glen Cove
Guest Meals	yes	The Regency at Glen Cove
Other (Specify)		

If You fail to move or hire a company to move Your furniture and personal property out of the Residence on or before Your Discharge Date, the Operator may move the furniture and personal property to a storage facility or store Your furniture and personal property in the Residence and, in either case, charge You with reasonable moving fees and customary storage fees.

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EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The Regency at Glen Cove currently has made arrangements with:

HomeInstead Senior Care, a LHCSA

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EXHIBIT II.

DISCLOSURE STATEMENT

National Healthplex, Inc. d/b/a The Regency at Glen Cove ("The Operator") as operator of The Regency at Glen Cove ("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 The Regency at Glen Cove located at 94 School Street, Glen Cove, New York 11542, an Assisted Living Residence and an Adult Home.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services as long as the other conditions of residency set forth in this Agreement continue to be met. Enhanced Assisted Living Services may also be provided to persons who are admitted to the EALR directly from the community. The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of 25 persons.

b. Special Needs Assisted Living services for up to a maximum of 35 persons.

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

It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living and Special Needs Assisted Living programs only up to the number 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 the Residence, it may be necessary for You to change Your apartment within the Residence.

3. The owner of the real property upon which the Residence is located is National Healthplex, Inc. d/b/a The Regency at Glen Cove. The mailing address of such real property owner is 94 School Street, Glen Cove, New York 11542. The following individual is authorized to accept personal service on behalf of such real property owner: Beth Evans, 94 School Street, Glen Cove, New York 11542.

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4. The Operator of the Residence is National Healthplex, Inc. The mailing address of the Operator is 94 School Street, Glen Cove, New York 11542. The following individual is authorized to accept personal service on behalf of the Operator: Beth Evans, 94 School Street, Glen Cove, New York 11542.
5. List any ownership interest in excess of 10% on the part of the Operator (whether a legal or beneficial interest), in any entity, which provides care, material, equipment or other services to residents of the Residence.

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

N/A
7. Residents are under no obligation to use the services from service providers with whom the Operator has made arrangements with to provide those services.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Public funds are available to persons who meet certain income limitations, for the payment of residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services. However, the Community's charges for services may exceed the assistance available. Consequently, public assistance alone may not be enough to cover the charges associated with remaining a resident at this Community if this Community's charges exceed the amount of public funds available to a resident, and the resident is unable to

pay (in full) the balance of the Community's charges, the Community 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 Assisted Living Operator is 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1- 855-582-6769 to request an Ombudsman to advocate for the resident. (516) 466-9718 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltombudsman.ny.gov

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**EXHIBIT III.A.2.
TIERED FEE ARRANGEMENTS**

The initial MediComfort Tier Gem Level is determined by the Operator based upon an initial assessment of Your needs, in consultation with the Your physician. During the first 30 days of Your stay at the Residence, the Operator will complete a reassessment to verify that it is providing You with the level of care appropriate for Your needs.

Gem Descriptions and Rates

- Ruby Care Plan: \$33.00 per day
Assistance for an individual that requires intermittent assistance with Activities of Daily Living (ADLs): grooming, bathing, dressing, toileting, and ambulation. Assistance with 3 showers per week will be provided. 1-60 Points
- Sapphire Care Plan \$53.00 per day
Assistance for an individual that requires continual assistance with Activities of Daily Living (ADLs): eating, bathing, dressing, toileting, grooming, transferring and ambulation. Assistance with 5 or more showers per week will be provided. 61-100 Points
- Emerald Care Plan \$86.00 per day
Assistance for an individual that requires total assistance with Activities of Daily Living (ADLs): eating, bathing, dressing, grooming, toileting/incontinence management, one person assistance with transferring and ambulation. Assistance with daily showers will be provided. 101-140 Points
- Diamond Care Plan \$106.00 per day
The plan includes all of the services provided in the Emerald Care Plan PLUS daily services for unmanaged incontinence and if needed two person assistance with transferring and ambulation. 141+ Points

Safe Harbor – A Memory Care Neighborhood

- Open Shared \$6500.00
-Shared Bedroom Area and Bathroom-
- Two Person Suite \$7000.00
-Separate Bedroom Areas and Shared Bathroom-
- Two Bedroom Suite \$7500.00
-Separate Bedrooms with Doors and Shared Bathroom-
- Private \$8500.00
-Private Bedroom and Bathroom-

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Safe Harbor Plus

Safe Harbor Plus includes EALR services (listed below)

\$18.00 per day

- Physical assistance with transfer
- Physical assistance with ambulation
- Physical assistance with feeding
- Incontinence management
- Eye drops Ear drops

All inclusive rates for Safe Harbor and Safe Harbor Plus residents includes their room rate and daily care. Safe Harbor Plus residents will be charged an additional \$18.00 a day for extra services.

EALR SERVICES

- ☐ Physical Assistance with Transfer
- ☐ Physical Assistance with Ambulation
- ☐ Physical Assistance with Feeding
- ☐ Incontinence Management
- ☐ Eye Drops
- ☐ Ear Drops

A licensed Home Health Care Agency on site will provide additional services as needed.

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EXHIBIT III.A.3.

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SERVICES AND POINT ALLOCATIONS

OFFLINE RESIDENT ASSESSMENT

RESIDENT NAME:

DATE:

STATUS CHECKS / HEALTH TAB

POINTS	STATUS	YES/NO
0	No Additional Status Checks	☐
24	4x Per Shift	☐
48	8x Per Shift	☐
96	16x Per Shift	☐

TOTAL STATUS CHECK POINTS: Please Select One

NOTES: Click or tap here to enter text.

PSYCHOSOCIAL / MENTAL TAB

POINTS	STATUS	YES/NO
0	Independent	☐
15	Minimal - prompting, cueing, reminding	☐
30	Moderate - requires redirection, repetitive interventions, room visits	☐
60	Extensive - multiple behavioral interventions for redirection, including wandering, disruptive behaviors	☐

TOTAL PSYCHOSOCIAL POINTS: Please Select One

NOTES: Click or tap here to enter text.

BATHING / BATH TAB

POINTS	STATUS	YES/NO
0	Bathes Independently	☐
1	Requires reminders only times per week	☐
2	Requires items prepared and/or reminders times per week	☐
3	Requires Stand-By assistance times per week	☐
4	Requires 1 Person Total assistance times per week	☐
5	Requires 2 Person assistance and/or additional time times per week	☐

TOTAL BATHING POINTS:

(Multiply level and frequency per week)
Provided by outside agency (override to 0 points)

NOTES: Click or tap here to enter text.

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DRESSING / DRESS TAB

POINTS	STATUS	YES/NO
0	Independent	☐
5	Requires reminders to dress appropriately	☐
10	Requires clothing to be set out and or removed from room	☐
15	Requires stand-by assistance with dressing	☐
20	Requires 1-person total assistance with dressing	☐
30	Requires 2-person total assistance with dressing and/or additional time	☐
+10	Assist with TED Hose	☐

TOTAL DRESSING POINTS: Please Select One
(sum of level + TED Hose if applicable)

NOTES: Click or tap here to enter text.

GROOMING / GROOM TAB

POINTS	STATUS	YES/NO
0	Independent	☐
5	Requires reminders to groom appropriately	☐
10	Requires preparation of grooming items	☐
15	Requires stand-by assistance with grooming	☐
20	Requires 1-person total assistance with grooming	☐
30	Requires 2-person total assistance with grooming and/or additional time	☐

TOTAL GROOMING POINTS: Please Select One

NOTES: Click or tap here to enter text.

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TOILETING / TOILET TAB

POINTS	STATUS	YES/NO
0	Independent with toileting	☐
5	Requires verbal reminders to use the toilet or minimal use of bedside commode/urinal	☐
20	Requires cueing while toileting	☐
30	Requires stand-by assistance while toileting	☐
45	Requires 1-person total assistance with toileting	☐
60	Requires 2-person total assistance and/or is incontinent and/or additional time	☐
+15	Extensive incontinence checks and/or changes daily	☐

TOTAL TOILETING POINTS: Please Select One
(Sum of Level + Extensive Checks/Changes if applicable)

NOTES: Click or tap here to enter text.

MEALS / MEALS TAB

POINTS	STATUS	YES/NO
0	Independent	☐
3	Requires reminders	☐
5	Requires food cut, chopped, pureed, or otherwise prepared	☐
15	Requires prompting throughout meals	☐
30	Requires total assistance	☐

TOTAL MEALS POINTS: Please Select One

NOTES: Click or tap here to enter text.

DIET: Click or tap here to enter text.

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AMBULATION/ESCORT / AMBULATION TAB

POINTS	STATUS	YES/NO
0	Ambulates independently with or without an assistive device	☐
25	Requires 1-person assistance or wheelchair escort to and from activities, meals, etc.	☐
35	Requires 2-person total assistance while ambulating / escorting and/or additional time	☐

TOTAL AMBULATION/ESCORT POINTS: Please Select One

NOTES: Click or tap here to enter text.

AMBULATION DEVICE: Click or tap here to enter text.

TRANSFERS / TRANSFER TAB

POINTS	STATUS	YES/NO
0	Independent	☐
15	Requires reminders	☐
20	Requires stand-by assistance	☐
30	Requires 1-person total assistance	☐
50	Requires 2-person total assistance and/or additional time	☐

TOTAL TRANSFERS POINTS: Please Select One

NOTES: Click or tap here to enter text.

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LAUNDRY / LAUNDRY TAB

POINTS	STATUS	YES/NO
0	Independent	☐
10	Staff	☐
10	Staff (Select Shift/Days)	☐
	x Per Week	
0	Zero Points	☐

TOTAL LAUNDRY POINTS: Please Select One
(override to 0 points - Staff Select Shift/Days 10 points per instances per week)

NOTES: Click or tap here to enter text.

SPECIAL CARE / CARE TAB

(Add points for each of the following)

POINTS	STATUS	YES/NO
+10	Oxygen	☐
0	No assistance needed (override to 0)	☐
+10	Ostomy	☐
0	No assistance needed (override to 0)	☐
+10	Diabetic	☐
0	No assistance needed (override to 0)	☐
+10	Catheter	☐
0	No assistance needed (override to 0)	☐
+15	Complex Skin/Wound Care	☐
+5	Outside Agency	☐
+45	Comfort Care	☐
+5	Lab Monitoring	☐
+0	Fall Concern	☐
+Community Point Decision	Other Concern 1:	☐
+Community Point Decision	Other Concern 2:	☐
+Community Point Decision	Other Concern 3:	☐

OTHER CONCERN NOTES: Click or tap here to enter text.

OTHER CONCERN POINTS:

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**SPECIAL CARE CONT. BLOOD SUGAR CHECKS / INSULIN:
CARE TAB CONT.**

POINTS	STATUS	YES/NO
0	None	☐
+5	Once per day blood sugar checks/insulin	☐
+10	Twice per day blood sugar checks/insulin	☐
+15	Three times per day blood sugar checks/insulin	☐
+20	Four times per day blood sugar checks/insulin	☐

TOTAL SPECIAL CARE POINTS:

(Sum all special care needs)

CARE NOTES: Click or tap here to enter text.

**SELECT ONE ANSWER FOR EACH OF THE FOLLOWING:
CARE TAB CONT.**

POINTS	STATUS	YES/NO
N/A	Glasses (Yes/No)	☐
N/A	Hearing Aids (Right / Left / Both / None)	Choose an item.
N/A	Dentures (Upper / Lower / Partial / Full / None)	Choose an item.
N/A	On Med Pass	☐
N/A	May Leave Community Unassisted	☐

TOTAL ANSWERS POINTS:

N/A

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MEDICATIONS / MEDS TAB

POINTS	STATUS	YES/NO
0	Self-Administer	☐
0	Family/Designated person administer	☐
Calculate	Self-Direct Med Administration	☐
Calculate	Total Assist	☐
10	Uses Non-Contract Pharmacy	☐

Number of Medications x 3 = points
 Number of Passes Daily x 1 = points
 Number of Special Tx Visits Daily x 10 = points
 (I.E. - inhalers, nebulizers, topicals, vitals +1, Etc.)

TOTAL MEDICATIONS POINTS:

(Lesser of: Sum of three values or 100 points MAX)

SPECIAL TREATMENT NARRATIVE: Click or tap here to enter text.

ASSESSMENT TOTAL

(Add ADL Totals (Above) into Total Points Box Below)

TOTAL POINTS:

(Sum of 13 totals)

LEVEL OF CARE:

(Find on Scale)

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EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Community Fee

The Community Fee is a one-time, non-refundable fee, equal to one month's rent, payable by You upon admission, however, if You terminate your admission for any reason before the twenty-second (22nd) day after Your date of admission, the Community Fee is refundable as follows:

- a. For a one (1) day to seven (7) day stay, a refund equal to the daily Rate multiplied by twenty-one (21);
- b. For an eight (8) day to fourteen (14) day stay, a refund equal to the daily Rate multiplied by fourteen (14);
- c. For a fifteen (15) day to twenty-one (21) day stay, a refund equal to the daily Rate multiplied by seven (7);
- d. For a twenty-two (22) day stay or longer, no refund of the Community Fee will be given.

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EXHIBIT III.C.

RATE OR FEE SCHEDULE

A refundable security deposit of \$500.00 is due payable at the time of application for residency, which shall be applied to the First Month's Rate upon admission. Refunds are issued upon written notice from prospective resident. This security deposit is in addition to the Community Fee indicated below.

The balance of \$_____ for the First Month's Rent is payable by You prior to admission.

Basic Rate \$ _____
Gem Level \$ _____
Community Fee \$ _____
Supplemental Fee \$ _____

OR

Safe Harbor Rate \$ _____
Safe Harbor Plus Rate \$ _____
Community Fee \$ _____

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EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Operator will not accept funds or property from residents.

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EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

The Operator will not hold any property or items of value for residents.

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EXHIBIT IX.

STATEMENT OFFERING PERSONAL ALLOWANCE ACCOUNT

For Supplemental Security Income (SSI) and Safety Net Assistance (SNA) Recipients

I understand that Health Regulations provide me, as an SSI or SNA recipient, with a personal allowance, which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the Operator cannot accept my personal allowance to pay for supplies or services that the Operator is required to provide by law, regulation, or Residency Agreement. In addition, my personal allowance may not be used to pay the Operator for any services for which payment is available under Medicare, Medicaid, or third party coverage.

I understand that the Operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal allowance funds.

I understand that if I or my representative choose a facility maintained personal allowance account, the Department of Health Regulations require the Operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account); show or give me upon request, or at least every three months, a summary of my account which includes my current balance; and tell me of any other important facts about my account.

I understand that I do not have to put my funds in a facility maintained account.

I understand that I may close my facility maintained account at any time and have my funds returned to me.

I understand that there are legal protections for my funds and account.

I understand that I may ask the Department of Health or legal/advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

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Check one of the following boxes:

- ☐ I authorize the Operator to establish a facility maintained personal allowance account.
- ☐ I do not authorize the Operator to establish a facility maintained personal allowance account.
- ☐ As representative for _____, I agree to comply with the personal allowance requirements set forth above.

I do ☐ I do not ☐ authorize the Operator to establish a facility maintained personal allowance account.

- ☐ I am not an SSI or SNA recipient. However, the Operator has offered to maintain a personal allowance account for me. I hereby authorize such an account.

Signature of Resident _____ Date _____

Signature of Resident's Representative _____ Date _____

Signature of Operator or Designee _____ Date _____

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EXHIBIT XI.

RULES OF THE RESIDENCE

SEE ATTACHED RESIDENCE SERVICE DIRECTORY

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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;

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(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; 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 a at least a monthly basis of the then-current vacancies available, if any, under the Operator's enhanced and special needs assisted living programs.

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

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EXHIBIT XVI.

RESIDENT GRIEVANCES

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

Residents are encouraged to attend resident council meetings. They are held in our living room the last Tuesday of every month. All grievances can be presented at these residents council meetings, or may be anonymously dropped into a "suggestion box" which is kept at the reception desk. Responses will be publicly stated at the resident council meetings or privately answered. All grievances will be given immediate consideration and the findings reported within a 24-hour period. Here, at The Regency, the Administrators have an "open door" policy. If at any time you have a problem and you wish to discuss it with Administrator or Case Manager, please feel free to do so. The Administrative office is open seven days a week, between 9 am to 5 pm.

Administrator: Beth Evans
Case Manager: Angelina Stone
Director of Special Projects: Stella Shank
Food Service Director: Pat Marone
Recreation Director: Vanessa Loewy
Maintenance Director: Oleg Borko
Business Office Manager: Kim Federman
Human Resources Coordinator: Alexis Nieves
Community Relations: Amy Fleischer

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REGENCY AT GLEN COVE RULES OF THE RESIDENCE

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Welcome to The Regency Assisted Living. We are delighted that you've chosen to live with us. We are confident that you will find your accommodations very comfortable and that you will enjoy a relaxing and fulfilling lifestyle in our spacious, modern residence.

The management and staff of The Regency are dedicated to making your experience here as rewarding and enjoyable as possible. Our success is dependent on the ultimate satisfaction of our residents and their families. If you have any suggestions regarding how we might improve the facility or our services, we hope you'll share them with us.

This Resident Services Directory has been created to answer many of the questions most often asked by new residents. We hope that the information presented in the following pages helps make your orientation easier. If you have any questions that are not answered by this directory or if you ever have any questions or need assistance, please ask any of our staff members at any time.

Thank you again for choosing The Regency Assisted Living

Very truly yours,
The Regency Assisted Living

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TABLE OF CONTENTS

ACCOMMODATIONS	3
ACTIVITIES/RECREATION	3
AUTOMOBILES/PARKING	3
BANKING.....	3
BARBER SHOP/BEAUTY SALON	3
BINGO AREA	3
CANDY SHOPPE	3
COMPUTERS	4
CONCIERGE	4
DINING	4
EXERCISE CLASSES	4
FLOWERS	4
GUESTS.....	4
HALLWAYS AND CORRIDORS	5
HOBBIES/CRAFTS CENTER	5
HOUSEKEEPING	5
LAUNDRY/DRY CLEANING.....	5
LIBRARY	5
MAIL.....	5
NEWSPAPERS.....	6
PATIO AREA.....	6
PHARMACEUTICAL NEEDS.....	6
RATES.....	6
RELIGIOUS SERVICES.....	6
RESIDENT COUNCIL	6
ROOM CHANGES.....	6
SAFETY AND SECURITY	6
SNACKS/REFRESHMENT BAR.....	6
SOCIAL HOUR.....	7
TELEPHONE.....	7
TELEVISION	7
TIPPING/GRATUITIES	7
TRANSFER	7
TRANSPORTATION	7
UTILITIES.....	8
VACATING.....	8
WALL HANGINGS/PICTURES.....	9
WELLNESS OFFICE.....	9
SOME IMPORTANT RULES AND REGULATIONS . . .	10
RESIDENT RIGHTS IN ADULT HOMES	11

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ACCOMMODATIONS

The Regency offers a variety of studios and one bedrooms. Each residence is luxuriously furnished, but you are welcome to add or substitute your personal furniture or cherished items. In addition to furniture, each residence is equipped with individually controlled heat and air conditioning systems, an intercom, an emergency call system, wall-to-wall carpeting, and all bed and bath linens.

ACTIVITIES/RECREATION

A full-time Activities Director plans a variety of recreational alternatives in which all residents are encouraged to participate. While there is no additional charge to participate in most activities, the cost of admission fees and tickets for off-site events and attractions is to be paid by the individual participant.

It is most important that our activities program reflects the interests of our residents. If there is a particular hobby, function or activity that you would like to see organized, please share your suggestions with the Activities Director.

Certain activities require that the number of participants be limited. Participation in such activities will be on a first-come, first-served basis. Sign-up sheets, as well as the activities schedule, are posted on the activities bulletin board.

AUTOMOBILES/PARKING

The Regency provides ample covered parking for our residents and their visitors at no additional charge. Regency parking stickers or passes must be utilized at all times.

BANKING

As part of our normal activities schedule, The Regency chauffeured vehicle will visit a local bank, post office, and shopping center once a week. If you wish to open an account with the bank we regularly visit, our concierge will be happy to assist you.

BARBER SHOP/BEAUTY SALON

The Barber Shop/Beauty Salon is located on the lobby level and is operated by a professional stylist experienced in providing services to both men and women. Charges may be paid directly to the stylist or billed on your monthly statement. Please ask the concierge for information on charges and appointments. Operating hours are posted near the shop/salon entrance.

BINGO AREA

Bingo is played in our state-of-the-art Bingo Room located on the lobby level. Games are coordinated by the activities staff according to the schedule posted on the activities bulletin board.

CANDY SHOPPE

The Candy Shoppe, located on the lobby level, provides a variety of candy, sundries, necessities and snacks for sale. Operating hours are posted on the store entrance.

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COMPUTERS

WiFi is available in the main lobby.

CONCIERGE

The Regency concierge is always available to assist residents in any way possible. Our concierge is familiar with all aspects of both The Regency and the surrounding community. The intercom in your residence will automatically connect you with the concierge desk.

DINING

All food served in our elegant dining room is of the highest quality. Meals are prepared under the supervision of a licensed dietician. If there are any foods you simply do not eat, please let us know and we will do our best to accommodate you.

Service hours are as follows:

- Breakfast 8:00 a.m. – 9:00 a.m.
- Lunch Noon – 1:00 p.m.
- Dinner 5:00 p.m. – 6:00 p.m.

Wine is served with dinner at no additional cost.

Please let the concierge know in advance if you plan to be absent for any meal. Friends and family are welcome to join you for any meal. There is a nominal fee for guest meals. Please make advance arrangements for guest meals at the concierge desk.

A private dining room is available if you are expecting several guests. Reservations for the private dining room should be made in advance and regular guest meal charges will apply.

EXERCISE CLASSES

Exercise classes are located in the living room. Regularly scheduled exercise/aerobics classes are held. Please check the activities bulletin board for the times these classes will be scheduled.

FLOWERS

Flowers and plants may be brought to The Regency; however, we regret that we cannot provide vases, pots, etc.

GUESTS

Visitors are welcome and we have unlimited visiting time. While our front door is locked at dusk for your protection, visitors may still enter or exit after that time. The staff on duty will assist you with these arrangements. Visitors must sign in and out at the desk.

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HALLWAYS AND CORRIDORS

For your safety and convenience, please keep hallways and corridors clear at all times. Please do not leave personal items (such as doormats, boots, umbrellas, etc.) in the hallways outside your residence.

HOBBIES/CRAFTS CENTER

Activities in this area are coordinated by our Activities Department for both scheduled instruction and for individual use by any resident. If there is a particular hobby or craft you would like to see made available, please ask the Activities Director. The Hobbies/Crafts Center is located on the main lobby level.

HOUSEKEEPING

Regularly scheduled housekeeping is included at no additional charge. Daily service will include replacing bath linens as needed and emptying wastebaskets. A more thorough cleaning will be done weekly.

LAUNDRY/DRY CLEANING

Laundry service for all of your bed linens (sheets and pillowcases) and washable personal clothing will be provided weekly at no additional charge. Although every precaution will be taken to ensure the return of all items laundered, The Regency is not responsible for lost or damaged items. If you wish to use your own linens, we ask that you keep a minimum of two complete sets. Bath linens (bath towels, hand towels, and washcloths) will be laundered and replaced as needed as part of your daily housekeeping service.

If you wish to arrange for dry cleaning or laundering of your personal clothing, the concierge will be happy to make arrangements with a local laundry/dry cleaning establishment offering pick-up and delivery service on your behalf.

LIBRARY

Our library is located on the first floor and residents may borrow any book at any time. Please return these books when you are finished with them. Contributions of books for our shelves are always welcome. In addition, trips will be scheduled to the public library.

MAIL

Your new address at The Regency is:

The Regency Assisted Living
94 School Street
Glen Cove, NY 11542
(516) 674-3007

Incoming mail usually arrives in the early afternoon and may be picked up at the concierge's desk. Pre-stamped outgoing mail may be left with the concierge.

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NEWSPAPERS

The Regency subscribes to the Daily News. The newspaper is kept at the concierge desk and is available upon request. If any resident wishes to order his/her own newspaper (Newsday, Daily News, New York Post, The New York Times or The Wall Street Journal), please see the concierge for details.

PATIO AREA

The patio is on the second floor. Comfortable patio furniture and a barbecue area make the patio a favorite gathering place in nice weather.

PHARMACEUTICAL NEEDS

The Regency has made arrangements with a reliable pharmacy for the delivery of most pharmaceutical needs. Each resident is responsible for the payment of these supplies and services.

RATES

All room, board and other charges are outlined in your Admission Agreement. Bills are payable each month in advance. Bills are payable by the 7th of each month to avoid any late penalties.

RELIGIOUS SERVICES

The Regency will provide regularly scheduled transportation to a limited number of places of worship. Please consult the activities bulletin board for schedules. On-site services are also arranged, depending on the desires and interests of our residents.

RESIDENT COUNCIL

You are encouraged to become an active participant in our Resident Council. This group meets monthly to discuss the issues and concerns of residents and to make suggestions to the management of The Regency. The dates and times for the Resident Council meetings will be posted in advance.

ROOM CHANGES

If, after you have lived at The Regency, you desire a room change, please discuss your request with our Administrator.

SAFETY AND SECURITY

Intercom/Emergency Call System: Your residence is equipped with an intercom. An emergency call system is available in the bathroom and bedroom area. Either system may be used to request assistance whenever necessary, 24 hours a day.
Fire Safety: Emergency evacuation drills are performed with both staff and residents on a monthly basis. The entire facility is equipped with both smoke detectors and sprinkler systems.

SNACKS/REFRESHMENT BAR

Coffee, juice, and snacks are available at all times at the refreshment bar located on the first floor in our living room.

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SOCIAL HOUR

You are welcome to join your neighbors for social hour in the living room each day before dinner. There is a nominal charge for cocktails, soft drinks and other refreshments. Social hour begins at 4:00 p.m. and continues until dinner is served.

TELEPHONE

Your residence is pre-wired for a personal telephone. You will need to provide your own telephone for your residence. To activate your phone line please contact Verizon at (800) 837-4966. When calling, notify Verizon of your room number and The Regency address, and your phone line will be activated.

TELEVISION

Your accommodation is wired for cable. Please contact Administration for your digital cable box. Please note a nominal fee will be charged for cable service.

TIPPING/GRATUITIES

Employees of The Regency are not permitted to accept gratuities. Please help us enforce this policy by not offering tips to any employee.

An exception to this policy is allowed each year for the Holiday Season, when a central fund is established for residents who wish to make contributions to be distributed among all Regency employees.

TRANSFER

The New York State Department of Health does not permit us to provide extended bed care or skilled nursing care at The Regency. If the need for such care should arise, your physician will order your transfer to a facility with the appropriate level of care.

Please Note: It is recommended that you retain your residence at The Regency in the event of a temporary transfer, unless it is clearly indicated by your physician that you will need long-term care in another facility. Please consult your facility admission agreement for further details.

TRANSPORTATION

Scheduled Transportation:

We maintain a chauffeured vehicle to provide door-to-door transportation services to and from doctors' offices on a scheduled basis. A nominal fee is charged for appointments outside the local area. Please contact the medical office to schedule these appointments. Our motor coach is available for scheduled off-site recreational activities.

Unscheduled Transportation:

Should you ever need to arrange for a special trip which is not included on the posted schedule, please notify the concierge. We will make every effort to honor

your request if it does not conflict with a scheduled service. Please contact us as far in advance as possible. If we can coordinate your trip with the existing schedule for that time, we will make every effort to do so. Please note a nominal fee will be charged for this service. Should we be unable to accommodate your request for unscheduled transportation, our concierge will arrange for a taxi or limousine at your own expense.

UTILITIES

All utilities including heat, air conditioning, electrical power and water are included in your monthly residence fee. Telephone charges and basic cable television service are not included.

Should you encounter a problem with any of these services, please contact the concierge.

VACATING

When vacating please make sure to take care of the following:

- Bill is paid in full.
- All items (clothing, furniture, etc.) have been removed from the apartment.
- Garbage is bagged and labeled.
- Telephone line (if applies) has been disconnected through Verizon Communications Company- 1-800-837-4966
- Please leave your cable box in your apartment. Cablevision will be notified by Administration to disconnect.

Your belongings and personal property MUST be picked up upon discharge, and Your discharge from the Residence may only take place between the hours of 9 a.m. and 4 p.m. If Your belongings and/or personal property are removed after 4 p.m., then the Discharge Date will not be until the next day.

Please hand in your key to a Regency representative anytime from 9 to 5, seven-days a week. Once a Regency representative has determined that all items have been completed, the apartment is then officially vacated.

After a resident is discharged, mail will be held at The Regency for 60 days after a resident is discharged. Families can periodically pick up mail during the 60 days. After 60 days, the mail will be sent back to sender.

If it is easier, you may leave a nominal postage (\$5.00 to \$10.00 suggested) fee with Administration, where you can direct them where you would like the mail to be sent to. Any mail received after 60 days, will be returned back to sender.

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WALL HANGINGS/PICTURES

Wall hangings, pictures, etc. are only to be hung by our maintenance staff (at no additional charge). Please do not hang anything on the walls of your residence without their assistance.

WELLNESS OFFICE

The Medical Office is located on the lobby level. You may use this room for visits from your personal physician or other health care professional.

Our Case Manager and the Wellness Director/Staff are available to offer personal consultations and assistance in obtaining medical care for all Regency residents. Please inform the Case Management Coordinator of any pertinent medical conditions. Each resident is responsible for payment of all medical, nursing and pharmaceutical bills.

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SOME IMPORTANT RULES AND REGULATIONS...

1. SMOKING IS PROHIBITED IN OUR BUILDING. It is a fire hazard. SMOKING IS ONLY PERMITTED OUTSIDE ON THE GROUNDS OF THE FACILITY.
2. PERISHABLE FOODS IN ROOMS should be stored in proper containers. Cooking in rooms is not permitted at any time.
3. SUITCASES MAY NOT BE KEPT IN ROOMS.
4. NO MENU SUBSTITUTIONS MAY BE MADE AFTER 10:30 A.M. FOR LUNCH AND 3:00 P.M. FOR DINNER.
5. PROMPTNESS AT MEALTIME IS ESSENTIAL.
6. DINING ROOM COURTESY TO STAFF MEMBERS, TABLEMATES AND OTHER RESIDENTS AND GUESTS IS A MUST.
7. WHEN LEAVING OR RETURNING TO THE REGENCY, PLEASE USE THE REGISTER BOOK AT THE CONCIERGE'S DESK.
8. COFFEE, TEA AND JUICE ARE AVAILABLE AT THE BEVERAGE BAR 24 HOURS A DAY. Please refrain from bringing beverages into other areas.
9. ALCOHOLIC BEVERAGES MAY NOT BE KEPT IN RESIDENTS' ROOMS.
10. RESIDENTS ARE NOT PERMITTED IN THE KITCHEN. We request that you remain seated during mealtimes to avoid accidents while being served.
11. PLEASE ADHERE TO OUR DRESS CODE FOR MEALS AND USE OF LOUNGES. The wearing of bed clothing outside of your room is not permitted at any time.
12. ABSOLUTELY NO TIPPING ALLOWED.

Please note: Your cooperation will be greatly appreciated. This is your home and we know you will want to take pride in it. Help us to keep it lovely and safe by abiding by these simple rules. Thank you.

Thank you again for choosing The Regency Assisted Living.
Please let us know if there is anything we can do to make your stay more enjoyable.

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RESIDENT RIGHTS IN ADULT HOMES

The Social Services Law gives you certain rights as a resident in an Adult Home. YOU HAVE THE RIGHT:

- To receive courteous, fair and respectful care and treatment, and not be physically, mentally or emotionally abused or neglected in any manner.
- To exercise your civil rights and religious liberties, and to make personal decisions, including your choice of physician, and to have the assistance and encouragement of the operator in exercising these rights and liberties.
- To have private written and verbal communications or visits with anyone of your choice, or to deny or end such communications or visits.
- To receive and send mail or any correspondence unopened and without interception or interference.
- To present grievances or recommendations on your own behalf or the behalf of other residents to the administrator or facility staff, the Department of Health, other government officials or any other parties without fear of reprisal or punishment.
- To join with other residents or individuals inside or outside the facility to work for improvements in resident care.
- To confidential treatment of personal, social, financial and health records.
- To have privacy in treatment and in caring for personal needs.
- To receive a written statement (admission agreement) of the services regularly provided by the operator, those additional services which will be provided if needed or requested and the charges (if any) of these additional services.
- To manage your own financial affairs.
- To not be coerced or required to perform work; and if you choose to work, to receive fair compensation from the operator of the facility.
- To have security for any personal possessions if stored by the operator.
- To have recorded on the program's accident or incident report your version of the events leading to the accident or incident.
- To object if the operator terminates your admission agreement against your will.

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In addition, law and regulations provide other protections. These important protections include requirements that the operator, administrator, staff or other agents of the operator:

- Provide to you, before or at the time of the admission interview, a copy of the admission agreement, a copy and explanation of resident rights and protections, the listing of legal services and advocacy agencies made available by the Department, and a copy of any facility rules relating to resident activities, and tell you of your obligation to comply with these rules.
- Provide to you at least 30 days advanced notice of any change in the facility's rate or charges for supplemental services.
- Provide to you, your next of kin or representative of your choice at least 30 days advanced notice of the facility's intention to terminate your admission agreement. The notice must indicate: the reason for termination; the date of termination; that you have a right to object to the termination of the admission agreement and discharge; that if you object, you may remain in the facility and the operator, in order to terminate, must begin a court proceeding; that you will not be discharged against your will unless the court rules in favor of the operator. At the time of notice, the operator must give you a list of agencies providing free legal and advocacy services within the local area of the facility.
- Allow you to end your admission agreement, subject to the conditions for notice established in your Admission Agreement.
- Guarantee that you keep from Supplemental Security Income (SSI) or Safety Net Assistance (SN) payments you receive, a personal needs allowance to buy any items the operator is not required to provide for you.
- Offer each SSI or SN recipient the opportunity to keep personal allowance funds in an account maintained by the facility.
- Maintain complete records of your personal allowance account and upon request or at least quarterly, show or give you a statement that has all deposits, withdrawals, and the current balance in the account.
- Allow you to review upon request Department-issued inspection reports, excluding any confidential attachments, for the most recent two-year period.
- Encourage and assist residents in organizing and maintaining committees, councils or such other self-governing body as the residents may choose.
- Maintain a system for accepting and responding to grievances and recommendations for changes or improvements in facility operations.

- Allow you privacy in your room, subject to reasonable access by facility staff.
- Allow you privacy in caring for your personal needs.
- Neither physically restrain you nor lock you in a room at any time.
- Allow you to leave and return to the facility and grounds at reasonable hours.
- Neither require from you nor accept from you any gratuity (i.e. tip or gift) in any form for services provided or arranged for in accordance with law or regulations.

If you feel that any of these rights and protections are being violated...

You may file a complaint with the NYSDOH Office of Health Systems Management. 1-866-893-6772 (toll-free)

Capital District Regional Office
2 Third Street – 2nd Floor
Troy, NY 12180

Central New York Regional Office 217 South Salina Street Syracuse, NY 13202
Western Regional Office
259 Monroe Avenue
Rochester, NY 14607

Metropolitan Area Regional Office 5 Penn Plaza – 5th Floor
New York, NY 10001

Metropolitan Area Regional Office 1 Old Country Road, Suite 480 Carle Place, NY 11514

NOTES

**ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT**

This is an Addendum to a Residency Agreement made between The Regency at Glen Cove

(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 Addendum. 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 94 School Street, Glen Cove, New York 11542.

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

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NYSDOH REGIONAL OFFICE	
INITIALS 	DATE 03.25.19

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

III. Request for and Acceptance of Admission

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

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

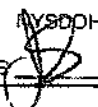
Attached as EALR Appendix # 1 and made a part of this Addendum is a written description of:

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

V. Aging in Place

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

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

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INITIALS 	DATE 03 25 19

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

We, the undersigned, have read this Addendum, 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)

DIVISION OF ADULT CARE FACILITIES
ASSISTED LIVING SURVEILLANCE

MSDOH REGIONAL OFFICE

INITIALS

DATE

03.25.19

**SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT**

This is an Addendum to a Residency Agreement made between The Regency at Glen Cove _____, (the "Resident" or "You"), _____ (the "Resident's Representative"), _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

This Addendum adds new sections and amends, if any, only the sections specified in this Addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Addendum. 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 94 School Street, Glen Cove, New York 11542.

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 a RN and a Dementia Unit Program Director.

- The Special Needs Assisted Living Residents have access to a 24/7 on call RN. Registered Nurses will be available on site to assess resident needs. The SNALR will be staffed with staff dedicated to serve only the residents at all times. Additionally, all facility staff is available to attend to the needs of SNALR residents. When at capacity,

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NYS DOH REGIONAL OFFICE	
INITIALS <u>[Signature]</u>	DATE <u>03.29.19</u>

there will be no less than 4-5 direct care aides to meet the needs of the residents at all times. The staffing plan will be adjusted to meet the acuity needs of the residents.

- Each one of our personal care aides, home health aides, and nurses receive 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 Authorization.

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

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

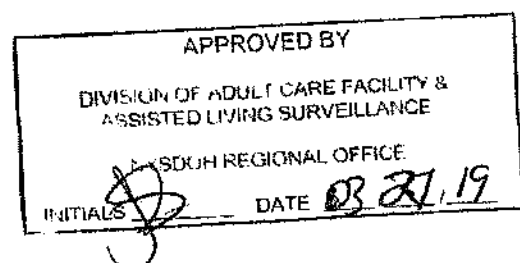
Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator or Operator's Representative)

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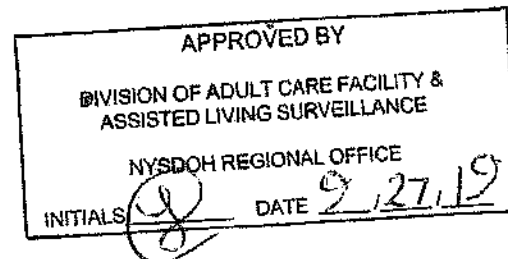


ADDITIONAL DISCLOSURES FOR
ALL ENHANCED ASSISTED LIVING RESIDENTS

I. SERVICES TO BE PROVIDED

The following services will be available to the Residence's EALR residents:

- Physical assist with transfers
- Physical assist with ambulation
- Physical assist with feeding
- Incontinence management
- Eye Drops
- Ear Drops



II. STAFFING LEVELS

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carry out the tasks that the residents require. The enhanced program will be staffed with personal care aides and nurses to provide supervision and meet the needs of residents at all times. When at capacity, there will be no less than 8 direct care aides to provide supervision and meet the needs of residents at all times. The staffing plan will be adjusted to meet the acuity needs and census of residents enrolled in the enhanced program. There is a comprehensive activities program with an activities staff that plans and conducts meaningful programs aimed at keeping all residents active in the Residence.

III. STAFF EDUCATION AND TRAINING

Each one of the Residence's personal care aides, home health aides and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons retained in the Enhanced Assisted Living Residence. The training includes methods on assisting with mobility impairments, and, for our licensed staff, delivering the available nursing services, which are listed in section I. above.

IV. ENVIRONMENTAL MODIFICATIONS

Enhanced Assisted Living Residents will reside throughout the Residence. The entire Residence is equipped with a sprinkler system, emergency call bells in resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety.