

ARCADIA MANAGEMENT, INC.

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

A. This agreement is made between Arcadia Management, Inc. the “Operator,”

_____ (the “Resident” or “You”),

_____ (the “Resident’s Representative,” if any)

and _____ (the “Resident’s Legal Representative,” if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 45 Jericho Turnpike, Jericho, NY 11753 an Adult Home (“The Residence”) known as The Arbors at Westbury.

B. The Operator is also certified by the New York State Department of Health to operate an Assisted Living Residence at this location.

C. 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 _____ (*commencement 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 Room. You may occupy and use a private ☐ or semi-private ☐ room.

2. Common Areas. You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, lobbies and pantries.

3. Furnishings Provided by the Operator. Attached as Exhibit I.A.1. and made a part of this Agreement is an Inventory of Furnishings and other items supplied by the Operator in your room.

4. Furnishings/Appliances Provided by You. Attached as Exhibit I.A.2 and made a part of this Agreement is an Inventory of Furnishings, Appliances and other items supplied by you in your room. Such Exhibit also contains any limitations 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 Service Plan.

1. Meals and Snacks. Three nutritionally, well-balanced meals per day and one snack per day are included in your Basic Rate. The following modified diet(s) will be available to you if

ordered by your physician and included in your Individualized Service Plan:

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. Including but not limited to, daily bed making, light dusting, trash removal, daily basic cleaning of bathroom.

4. Linen Service. Linen changes once a week and towel changes twice a week.

5. Laundering of Your Personal Washable Clothing. Once a week (We are not responsible for dry-cleaning or lost or damaged clothing or other personal articles unless loss or damage is due to negligence or intentional acts of Arcadia Management, Inc.)

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 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 evaluation of your needs and interests, information and referral, and coordination with available resources to best address your identified needs and interests.

8. Personal Care. Staff on-site on a 24-hour basis to provide personal care in accordance with law including some assistance with dressing, bathing, grooming, toileting,

medication acquisition, storage and disposal as well as assistance with self-administration of medication.

9. Development of an Individualized Service Plan. The plan will be reviewed and revised as necessary during the course of your stay at the Residence.

C. Additional Services. Exhibits I.B.1., I.B.2. and I.B.3. attached to and made part of this Agreement, describe in detail, any additional services or amenities available for an additional, supplemental or community fee from the Operator directly or through arrangements with the Operator. Such exhibits state who would provide such services or amenities, if other than the Operator.

II. Disclosure Statement

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

III. Fees

A. Basic Rate.

The Resident, Resident's Representative and the Resident's Legal Representative, if any, agree to pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement. The Basic rate of this agreement is \$ _____/month.

B. Supplemental or Additional Fees.

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 the resident's

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.).

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

C. Rate or Fee Schedule.

Attached as Exhibit III. and made a part of this Agreement is a rate or fee schedule, covering the Basic Rate, fee calculation and refund explanation. Exhibits I.B.1, I.B.2, and I.B.3 details charges for any additional, supplemental or community fee.

D. Billing and Payment Terms.

Fees are due and payable on the first day of each month. Any outstanding balance which remains open after the seventh day of the month will incur a one and one half percent (1½ %) per month late charge. A minimum late charge of \$25.00 will be assessed.

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

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

1. Upon the express written approval and authority of the Resident or Resident's Representative; OR,
2. To provide additional care, services or supplies upon the express written order of the Resident's primary physician; OR,
3. To provide services, material, equipment and food in the event of any emergency which affects the resident, additional reasonable and necessary charges may be assessed to provide such services for the benefit of the resident; OR,

4. Upon forty-five (45) days written notice to the Resident and the Resident's Representative, if any, of additional charges and expenses due to increased cost of maintenance and operation. Providing additional services to the resident shall not be considered a fee increase.

5. Since a Community Fee is a one-time fee, there can be no subsequent increase in Community Fee charged to you by the Operator once you have been admitted as a resident.

F. Bed Reservation.

The Operator agrees to reserve your room in the event of your absence. The charge for this reservation is your monthly fee at the time of the reservation. The basic length of time the space will be reserved is 30 days. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of your discharge, but in no case more than three (3) business days after you leave the Residence, the Operator must provide you, your representative or legal representative or any person designated by you with a final written statement of your payment and personal allowance accounts at the Residence. The Operator must also return at the time of your discharge, but in no case more than three (3) business days, any of your money or property which comes into the possession of the Operator after your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which you have made. If you die, the Operator must turn over your property to the legally authorized representative of your estate. If you die without a will and the whereabouts of

your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with the property of your estate.

V. Transfer of Funds or Property to Operator

If you wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given to be transferred. Such listing is attached as Exhibit IV. and is made a part of this Agreement. Such listing shall include any agreements made by third parties for your benefit.

VI. Property or Items of Value Held in the Operator's Custody for You

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit V.

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

The Operator agrees to offer to establish a personal allowance account for any resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with you or your representative. You agree to inform the Operator if you receive or have applied for Supplemental 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 SSI or SNA Funds

If you have a signatory to this agreement beside 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 Supplement Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

X. Admission and Retention Criteria

1. Under the law which governs Adult Care Facilities, the Operator shall not admit any resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.

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

3. The Operator has conducted such evaluation of yourself and has determined that you are appropriate for admission to this Residence, and that the Operator is able to meet your care

needs within the scope of services authorized under the law and within the scope of services determined necessary for you and under your Individualized Services Plan.

4. If your care needs subsequently change in the future to the point that they exceed the scope of services authorized under the law, you will no longer be appropriate for residence in this adult home. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement.

XI. Community Rules

Attached as Exhibit VI. And made part of this Agreement are the Community Rules. By signing this agreement, you and your representative 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 representative or legal representative to the extent specified in this Agreement are responsible for the following:

1. Payment of the Basic Rate and any authorized Additional and agreed to Supplemental Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months or more frequently if a change in condition warrants, providing the Operator with a dated and

signed medical evaluation that conforms to the regulations of the New York State Department of Health.

5. Informing the Operator promptly of change in health status, change in physician, or change in medications.

6. Informing the Operator promptly of any change of name, address and/or phone number.

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

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

XIII. Termination and Discharge

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

1. By mutual agreement between you and operator;
2. Upon 30 days notice from you or your representative to the operator of your intention to terminate the agreement and leave the facility;
3. Upon 30 days written notice from the Operator to you, your representative, your next of kin, the person designated in this agreement and any person designated by you.

Involuntary termination of a Residency Agreement is permitted only for the reasons listed

below. Should you object to the termination, a special court eviction proceeding will be instituted by the Operator and you will not be discharged against your will unless a court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If your behavior poses imminent risk of death or imminent risk of serious physical harm to you or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which you have agreed to pay under this Agreement. If your failure to make timely payment resulted from an interruption in your receipt of any public benefit to which you are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists you in obtaining such public benefits or other available supplemental public benefits. You agree that you will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of yourself or any other resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;

6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give you a notice of termination and discharge which must be at least 30 days after delivery of notice, and include the reason for the termination, a statement of your right to object and a list of free legal advocacy resources approved by the State Department of Health.

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

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass you.

Both you and the Operator are free to seek any other judicial relief to which you/they may be entitled.

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

XIV. Transfer

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

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

2. In the event that your behavior poses an imminent risk of death or serious physical injury to yourself or others;

3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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 removed. 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 in 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 VII. And made part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in

the Residence. The Operator agrees to treat you in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit VIII. and made part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the residents of the Residence may organize and maintain councils or such other self-governing body as the residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' Organization that addresses the same.

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

XVII. Miscellaneous 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 the files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree

that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

4. While all reasonable care is taken, neither the operator nor its employees shall be liable for loss, expense or damage to personal property unless due to negligence or deliberate acts of any employees of the Community as determined after investigation of the event by the operator.

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

XVIII. Agreement Authorization

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

Dated: _____	_____ (Signature of Resident)
Dated: _____	_____ (Signature of Resident’s Representative)
Dated: _____	_____ (Signature of Resident’s Legal Representative, if any)
Dated: _____	_____ (Signature of Operator or Operator’s Representative)

Personal Guarantee of Payment

Optional unless the resident lacks the capacity to manage financial affairs or lacks the financial means to assure payment

_____ personally guarantees payment of charges for your basic rate.

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

Date

Guarantor's Signature

Guarantor's Name (Print)

Guarantor of Payment of Public Funds (optional)

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)

10/07
4/08

EXHIBIT I.A.1.

FURNISHINGS/APPLIANCES PROVIDED BY THE OPERATOR

One standard twin-sized bed

One dresser

One end table

One lamp

One chair

EXHIBIT I.A.2.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Limitations

Cooking appliances including but not limited to microwaves, hot plates, toasters, toaster ovens, are not permitted in the resident's rooms. Extension cords are not permitted without prior approval of the Operator. All electrical items supplied by you must be inspected by the Operator prior to use in the room.

All furnishings must be in good repair. Items such as storage boxes may not be stored on the floor. Rooms must remain clutter free. The Operator reserves the right to limit furnishings that may pose a safety hazard.

Items Provided by You:

EXHIBIT I.B.1.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are available from the operator directly or through arrangements with the Operator for the following additional charges:

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Dry Cleaning/Clothing Repairs	As charged by vendor	Outside Vendor
Professional Hair Grooming	Operator's scheduled rates	Operator
Scheduled Transportation	As charged by vendor	Outside Vendor
Medical Transportation	As charged by vendor	Outside Vendor
Extra Laundry Service		Operator
Extra Cleaning Service		Operator
Room Key Replacement	\$7.50/key	Operator
Long Distance Telephone Calls	As charged by vendor	Outside Vendor
Other _____		
Other _____		
Other _____		

EXHIBIT I.B.2.

Personal Care Packages Provided by Operator

Residents' care needs are evaluated prior to move-in as well as at regular intervals throughout their stay to ensure the provision of needed services. Should the personal care needs of the resident exceed the required Department of Health 3.75 hours per week, the resident shall be evaluated for a personal care package to ensure the resident's needs are appropriately met at the community.

Silver Package: Intermittent assistance, as indicated on the resident's individualized service plan, with activities of daily living (such as grooming, dressing, bathing, meal consumption, managed continence, medication management, ambulation, participation in recreation programs, escort to dining room) ranging from 5 to up to 10 hours per week.

\$700/Month

Gold Package: Intermittent assistance, as indicated on the resident's individualized service plan, with activities of daily living (such as grooming, dressing, bathing, meal consumption, managed continence, medication management, ambulation, participation in recreation programs, escort to dining room) ranging from more than 10 hours to up to 15 hours per week.

\$1100/month

Platinum Package: Intermittent assistance, as indicated on the resident's individualized service plan, with activities of daily living (such as grooming, dressing, bathing, meal consumption, managed continence, medication management, ambulation, participation in recreation programs, escort to dining room) ranging more than 15 hours per week.

\$1500/month

For those residents requiring services which exceed our retention standards, discharge planning may be initiated and/or home care services arrangements coordinated with the approval of the resident/resident's representative. Home care services are not included in the Residence's fee and fees for those services are the responsibility of the resident/resident's representative.

EXHIBIT I.B.3.

COMMUNITY FEES

Upon execution of this Agreement, the resident will pay a one-time community fee in the amount of \$ _____ which is equal to one month's basic rate.

The community fee is not a security deposit. The community fee is intended to cover initial services provided to all residents but not limited to the following:

- Room preparation including new paint, carpeting and miscellaneous refurbishment, if necessary
- Transportation to off-grounds events arranged by the Arbors' Recreation Department
- Upgraded lounge areas
- Initial comprehensive evaluation of the resident above and beyond those required by regulation
- Assistance with coordination of service upon moving into the community
- Cable Television & In-Room Television

The community fee is non-refundable except for the following circumstances:

- This agreement is terminated by the Resident for medical reasons or death prior to the Resident taking possession of the room. The community fee will be refunded in full.
- If this agreement is terminated within the first 90 days of the Resident taking possession of the room either by the Resident for medical reasons or death; or by the Community in accordance with Section XIII of this agreement. The community fee will be refunded prorated based on the number of days the resident possessed the room during the 90-day period.

EXHIBIT II

DISCLOSURE STATEMENT

Arcadia Management, Inc. ("The Operator") as operator of The Arbors at Westbury ("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 Arbors at Westbury as an Adult Home.
3. The owner of the real property upon which the Residence is located is Five Long Island Properties, LLC. The mailing address of such real property owner is 1999 Avenue of the Stars, Century City, CA 90067. The following individual is authorized to accept personal service on behalf of such real property owner: Bruce Tolchin
4. The Operator of the Residence is Arcadia Management, Inc. The mailing address of the Operator is 1515 Veterans Memorial Highway, Hauppauge, NY 11788. Karen Solomon at the previous address is authorized to accept personal service on behalf of the Operator.
5. Listed below is 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, materials, equipment or other services to residents of the Residence:
 - a. Edward Scher – Access Home Care, Home Care Companions
6. Listed below is any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, materials, equipment or other services to residents of the Residence, in the Operator.

There is no entity that provides care, materials, equipment or other services to the residents of the Residence that has an ownership interest in Arcadia Management, Inc. in excess of 10%.

7. Residents shall have the right to receive services from providers with whom the Operator does not have an arrangement. Services to be rendered within the residence must be reviewed by the Operator prior to the commencement of service. The Operator reserves the right to deny the provision of services within the residence by a provider with whom the Operator does not have an arrangement for reasons including but not limited to the provider's lack of appropriate licensure and liability insurance. Residents may utilize the services of any provider without review of the Operator when the services are to be rendered off the premises of the Residence.

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. However, Arcadia Management, Inc. does not accept public funds payments as payment in full. Therefore, if the Residence rate exceeds the amount of the public funds available to the resident, and the resident is unable to pay in full the balance of the Residence's rate, the Residence 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 complaints regarding the services provided by Arcadia Management, Inc. or regarding home care services is 1-800-628-5972.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number (1-800-342-9871) to request an Ombudsman to advocate for the resident. 631-427-3700 X273 is the Local LTCOP telephone number. The NYSLTCOP website is www.ombudsman.state.ny.us.

EXHIBIT III.

BASIC RATE SCHEDULE

Semi-Private Accommodations	\$ _____/month
Private Accommodations	\$ _____/month
Other _____	\$ _____/month
Care Package Level (if applicable): _____ (Attach ISP)	\$ _____/month

Fee Calculation – We calculate all fees on a monthly basis. We will charge the Basic Monthly Rate even on days when you are absent from the Community, such as when you are on vacation, in the hospital, or visiting family or friends.

- a. Upon admission, the First Month's Rate, Community Fee, Initial Care Package Fee (if applicable) and Security Deposit will be required. The Security Deposit will be placed in an account of Arcadia Management, Inc. and interest will not be paid on this money.
- b. The First Month's Rate is nonrefundable whether the Resident leaves the Community for any reason prior to the end of the first month.
- c. The Resident will be charged for day of Admission and day of Discharge, provided all of the Resident's personal items have been removed from the premises
- d. Your belongings and personal property MUST be picked up upon discharge, and your discharge from the Community 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 business day.
- e. Should the resident be hospitalized, the care package fee is not assessed during the resident's hospitalization excluding day of hospitalization and day of return to the residence.

Refunds – Where the required notice by you, or us has been given and all of your personal property is removed from the Community and the advance payment of the Basic Monthly Rate is a credit on your account, you will receive, within three business days following the termination of this Residency Agreement, a pro-rated refund on a per diem basis for the unused portion of the Basic Monthly Rate beyond the Discharge Date minus any expenses incurred by and/or monies owed to us, plus any property or things of value held in trust or in custody by us which came into possession after discharge or transfer.

EXHIBIT IV.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

EXHIBIT V.

PROPERTY/ITEMS HELD BY THE OPERATOR FOR YOU

EXHIBIT VI.

Community Rules – Assisted Living Residence

1. The resident is responsible for providing, to the best of his/her knowledge, accurate and complete information about present complaints, past illnesses and hospitalizations.
2. The resident is to report unexpected changes in his/her health status to the staff.
3. Residents are to be considerate of the rights of other residents and staff at the residence. Residents are to be considerate of others in the control of noise including television/radio volume.
4. Residents are to be respectful of the possessions of others and of the residence's property.
5. The resident as well as the resident's representative or legal representative is responsible for assuring that the resident's financial obligations to the residence are fulfilled as promptly as possible.
6. If the residence is storing the resident's medications, prior notification is requested when the resident goes out for the day so that the medication can be supplied for the leave.
7. When going out for the day or overnight, it is essential to let staff know the resident's estimated time of return.
8. Showers must be taken on a regular basis. In order to maintain a clean and healthy environment, residents must pay careful attention to their personal hygiene. They must be well groomed and neatly dressed in clean clothes every day. Appropriate dress includes shirts, pants/dresses/skirts, undergarments, socks and footwear. Residents must wear footwear when not in their bedrooms.
9. Except for periods of brief illnesses, all meals must be eaten in the dining room.
10. Residents are responsible for personal belongings. If something is missing, it should be reported to the staff immediately.
11. Visitors are always welcome. Visitors must sign the guest register upon entering and exiting the residence. The doors are locked between the hours of 9 p.m. and 9 a.m. If visiting during those times, the visitor is to ring the doorbell and a staff member will assist. Overnight guests are prohibited.
12. When leaving as well as returning to the residence, residents must sign the resident register at the reception desk.

13. If the resident is unhappy about something at the facility, he/she should speak with the Administrator, Assistant Administrator or Case Manager, put the complaint in writing to the Administrator, bring it to the Resident Council or place it in the Suggestion Box located in the lobby.
14. As the Resident Council is the resident's forum to voice opinions, make suggestions or provide input regarding the residence, residents are encouraged to attend.
15. Activities are scheduled on a daily basis. Copies of the monthly calendar are posted as well as available at the reception area.
16. Food and beverages will be only served during scheduled meal or snack times. The resident pantry is available to residents for beverages and snacks at other times. Please dispose of empty containers properly.
17. Residents are not permitted in the kitchen. We request that residents remain seated at mealtimes to avoid accidents while being served.
18. There is no smoking permitted anywhere in the residence including resident rooms and common areas.
19. Residents may keep nonperishable food in their rooms provided the food is stored in airtight, covered containers.
20. Alcoholic beverages are not to be kept in the resident's rooms.
21. Residents are not permitted to house pets in the residence.
22. There is absolutely no tipping of the staff permitted.
23. Residents are treated with courtesy and respect by all staff members. Residents are asked to treat staff with the same consideration. If a resident feels he/she is being treated unfairly, he/she should speak with the administrator, assistant administrator or case manager.

EXHIBIT VII.

RESIDENTS' RIGHTS AND RESPONSIBILITIES

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

- 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;
- EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES, SHALL NOT BE INFRINGED;
- EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;
- 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;
- EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;
- EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;
- EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL POSSESSIONS;
- 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;

- 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;
- EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;
- EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;
- 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;
- 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;
- 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;
- EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE VISITS FROM FAMILY MEMBERS AND OTHER ADULTS OF THE RESIDENT'S CHOOSING WITHOUT INTERFERENCE FROM THE ASSISTED LIVING RESIDENCE; AND
- EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE.

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

EXHIBIT VIII.
RESIDENT GRIEVANCES/RECOMMENDATIONS

Arcadia Management, Inc. provides a means for all residents to present grievances as well as recommendations to the staff, the Administrator or the Operator. Grievances/ recommendations may be made orally or in writing to the Case Manager, Assistant Administrator or Administrator as well as orally to any staff member. A suggestion box is also available in the lobby for those wishing to anonymously present a grievance/recommendation. Individual or group grievances/recommendations may be submitted to the Resident Council. The Administrator will respond to all submitted grievances/ recommendations.

All grievances/recommendations not directly submitted to the Administrator shall be promptly brought the attention of the Administrator for review and resolution. The resident will be notified as to the action taken or status of the situation. Issues presented through the Resident Council as well as those submitted anonymously will be addressed by the Administrator at the next meeting of the Resident Council.

10/07
4/08