Amber Court of Westbury
(The Alcove at Amber Court)

Assisted Living Residence Residency Agreement

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

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APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

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RESIDENCY AGREEMENT

A. **This agreement** is made between **Amber Court of Westbury II, LLC** (the "Operator"), _____ (the "Resident" or "You"), _____ (the "Resident's Representative", if any) **who is the Resident's** _____ **(state relationship)** and _____ (the "Resident's Legal Representative", if any), **who is the Resident's** _____ **(state relationship).**

RECITALS

A. **The Operator** is licensed by the New York State Department of Health to operate at **3400 Brush Hollow Road, Westbury (Nassau County), NY 11590** an Assisted Living Residence ("The Residence") known as **Amber Court of Westbury (The Alcove at Amber Court)** and as an **Adult Home**. The Operator is also certified to operate, at this location, **an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence.**

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

AGREEMENTS

I. Housing Accommodations and Services.

Beginning on ,_____, (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

1. Your Apartment/Room. You may occupy and use a private ( ) or semiprivate ( ) room identified on Exhibit I.A.1., subject to the terms of this Agreement.
2. Common areas. You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, **lobby, dining room, library, and outside garden area. Please note that there is NO SMOKING allowed in any portion of the building or on facility grounds.**
3. Furnishings/Appliances Provided By The Operator. Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your apartment/room.
4. Furnishings/Appliances Provided by You. Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings. appliances and other items supplied by you in your apartment/room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

The following services ("Basic Services") will be provided to you, in accordance with your Individualized Services Plan.

1. **Meals and Snacks. Three** nutritionally well-balanced meals per day and **two** snacks per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Regular, No Added Salt, No Concentrated Sweets with the following textures, if needed: Mechanical Soft, Pureed and Finger Foods.
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. **Religious services are available at the facility whenever local religious leaders volunteer to offer such services on-site.**
3. **Housekeeping. Weekly cleaning of room.**
4. **Linen Service.** (towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition)

A. Housing Accommodations

1. Your Apartment/Room. You may occupy and use a private ( ) or semiprivate ( ) room identified on Exhibit I.A.1., subject to the terms of this Agreement.
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4. Furnishings/Appliances Provided by You. Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your apartment/room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

The following services ("Basic Services") will be provided to you, in accordance with your Individualized Services Plan.

1. **Meals and Snacks. Three** nutritionally well-balanced meals per day and **two** snacks per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Regular, Low Salt, No Concentrated Sweets with the following textures, if needed: Mechanical Soft, Pureed and Finger Foods.
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. **Religious services are available at the facility whenever local religious leaders volunteer to offer such services on-site.**
3. **Housekeeping. Weekly cleaning of room.**
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. The residence will launder your personal washable clothing each week.**
6. **Supervision on a 24-hour basis**. The Operator will provide appropriate staff onsite 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**. Includes some assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable) and feeding (if applicable), medication acquisition, storage and disposal, assistance with self-administration of medication **up to a maximum of 3.75 hours per week. Any additional services that are needed will be subject to additional fees.**
9. **Development of Individualized Service Plan**. An individualized Service Plan will be developed and reviewed and revised every six months or whenever there is a change in health status (including ongoing review and revision as necessary)

C. Additional Services

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

Your Basic Rate includes the charge for Housing Accommodations and Basic Services plus additional care services. Amber Court uses a "Tiered" fee arrangement, in which the amount of the Basic Rate depends upon the types of services provided. This includes additional personal care services and services provided in the EALR and SNALR programs. The fees for each "tier" 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 fees for each "tier" of care, and describes who will be providing care, if other than staff of the Operator.

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 Housing Accommodations, Basic Services described in Section I. B. of this Agreement, and, if applicable, any charges associated with Additional Care Services described in Exhibit III.A.2. of this Agreement (the "Basic Rate"). The Basic Rate as of the date of this agreement is $_____ per month. **Please note that the resident is responsible to pay for the date of admission and the date of discharge.**

B. Supplemental, Additional or Community, Fees

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (See section III.E).

A Community fee is a one-time fee equal to the amount of one month's Housing Accommodations and Basic Services (not including the tiered additional care services) that is charged at the time of admission. If You move out of the Residence within 90 days, the community fee will be prorated. If you move out after 90 days from date of move in, no refund of the community fee will be given. The prospective Resident, once fully informed of

the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence.

Any charges by the Operator, whether a part of the Basic Rate, Supplemental Fee 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.C. and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

D. Billing and Payment Terms.

Payment is due by **the 3rd of each month** and shall be delivered to **Amber Court Assisted Living of Westbury, at 3400 Brush Hollow Road, Westbury, NY 11590. A late fee of $100 per month will be charged for payments received after the 3rd of the month provided, however, that 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 this 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.**

Residents who pay for all or part of their services with private funds will attempt to notify the Operator of the anticipated depletion of private funds three months in advance so to allow for adequate time to apply for and secure available public benefits. Should the resident be unable to pay for facility charges with private funds, public benefits or a combination thereof, the residence will issue a thirty day written notice of termination of the residency agreement, in accordance with the applicable regulations. The rate for Housing Accommodations and Basic Services is due at all times while resident personal effects remain in the unit.

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 **that equals the charge of thirty (30) days Housing Accommodations and Basic Services rate and is charged at the time of admission**, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident. **If You move out of the Residence within 90 days, the community fee will be prorated. If you move out after 90 days from date of move in, no refund of the community fee will be given.**
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 Supplementary fee upon less than forty-five (45) days written Notice.
5. The Operator uses Tiered Billing, as described in Section III.A. of this agreement. If You require additional care or services such that your placement in a higher tier is appropriate, or if Your need for care or services decreases such that You are appropriate for a lower tier, the Operator will consult with your physician and may adjust your Tier placement and appropriate Basic Rate may be effective upon less than 45 days written notice.
6. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The daily charge for this reservation is equal to the monthly rate for Housing Accommodations and Basic Services divided by the number of days in the month, and will not include any tiered fees. The 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 Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence.

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

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.

If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of Your estate.

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value 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 V. and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

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

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

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

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

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

You must complete the following:

I receive SSI funds _____ or I have applied for SSI funds_____
I receive SNA funds____ or I have applied for 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. **The decision to admit a resident into the residence is made by the information given to the Operator and/or the resident's representative at the time of admission.**
2. 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.

3. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
4. 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.
5. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
6. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
7. 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 a unit available in the Enhanced Assisted Living Residence, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
8. Enhanced Assisted Living Care is provided to new residents and current residents who:

    (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically required the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.

9. Enhanced Assisted Living Care may also be provided to certain persons 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.
10. **The Operator will post, in a common area, on a monthly basis, the available number of Enhanced Assisted Living Residence beds that are available. However, please be advised that occupancy rates can change on a daily basis. The Administrator or the Operator's designee will advise residents of the number of available EALR beds when evaluating additional care needs or upon request.**

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 **is due on the 3rd of the month.**
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payments are available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
6. **To appoint a Health Care Proxy (Optional)**

7. Informing the Operator promptly of any change of name, address and/or phone number **or the current resident representative, legal representative or other contact persons and supplying the Operator with the name, address and phone number of any temporary contact person or representative, should a temporary contact or representative become necessary.**
8. **Both the resident and the legal representative are responsible for supplying all incidental items needed, such as, toothpaste, toothbrush, etc.**
9. **Accompany resident to medical appointments, or work with Case Manager to make suitable arrangement for such. (Residents may use facility's companion services at the established rate for such service, if they wish to or need to be accompanied on medical appointments.)**
10. **If appointed as the resident's Health Care Proxy, make medical decisions when residents is unable to make such decisions for himself or herself**
11. **Work with the Case Manager on the investigation and choosing of suitable alternate care setting when and if this becomes necessary.**
12. **Make the appropriate monthly payments (if this is the arrangements) as agreed to in this residency agreement.**
13. **For residents who receive SSI funds, these funds will be appropriated to those residents accordingly.**

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;
2. Upon **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 as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health. You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

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

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

The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your reasonable 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 him/herself or others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been moved.

If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

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

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

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

XVII. Miscellaneous 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 years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

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

XVIII. Agreement Authorization

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

Dated: _____ _____

(Signature of Resident)

Dated: _____ _____

(Signature of Resident's Representative)

Dated: _____ _____

(Signature of Resident's Legal Representative)

Dated: _____ _____

(Signature of Operator or the Operator's Representative)

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

(Optional) Personal Guarantee of Payment

_____ personally guarantees payment of charges for Your Basic Rate **by the 3rd of each month and a late fee of $100 per month will be charged for payments received after the 3rd of the month provided, however, that 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 this Agreement, and that in the event of such dispute, no late charge shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.**

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

_____

_____

_____

_____

_____

Guarantor's Signature

_____

Guarantor's Name (Print)

(Optional) Guarantor of Payment of Public Funds

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate from either Your personal funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to meet Your obligations under this agreement **by the 3rd of each month and a late fee of $100 per month will be charged for payments received after the 3rd of the month provided, however, that 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, jurisdiction, or unless otherwise agreed to by the parties. I agree to comply with all the appropriation requirements required under the Social Security law.**

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

As of the date of your admission, Your room will be _____, a single/semi private (select one) room. In the event that a room change is necessary due to your need for additional services or an alternate location, the Operator will reassign you to a like room for the same Basic Rate, if available. The Operator or the Operator's Designee will assist You in moving your items. If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representative(s) to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements.

Your need for an alternate location may be accompanied by a need for additional services, for which there is an additional charge. Please see the fee schedule for such charges contained in Exhibit III.A.2. for more details.

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Bed and mattress

Pillow

Chair

Table

Lamp

Lockable Storage Facility

Individual Dresser

Closet

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Television (if so desired)

Favorite lounge chair

Pictures

Lamps

Due to safety reasons, You may not bring:

Refrigerator

Coffee percolator

Microwave oven

Iron

Electrical appliances

Extension Cords

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

Item	Additional Charge	Provided By
Dry Cleaning	**Approx. $5-10**	**Debs Cleaners**
Professional Hair Grooming	**Approx. $10-40**	**Mc Bride's Barber & Beauty**
Personal Toilet Articles	**Approx. $1-50**	**Operator**
Commissary Goods	**Approx. $1-15**	**Local Store**
Medical Transportation	**Equals to Public Trans. Fees**	**Access-A-Ride**
Cultural/Activities Transportation	**Approx. $5-20**	**AMR or similar vendor and Van Transportation**
One-Time Phone Connection Fee (optional)	**$100**	**Operator**
Long Distance Telephone Service	**$0.08/minute**	**Operator**
Local Phone Service	**$30/month**	**Operator**
Air Conditioning	**Included**	**Operator**
Cable T.V.	**$30/month for basic package**	**Operator**
Cable T.V. Hook Up (Initial charge)	**Approx. $100**	**Time Warner Cable**
Companion Services to Medical or other Appointments	**Approx. $15-20/hr**	**Operator**
One to One Companion Services for Personal Interaction (e.g., to go for walks, shopping, etc.)	**Approx. $15-20/hr**	**Operator**
Pendant or Bracelet guard (first time or replacement)	**$150 for each one needed**	**Operator**

Note: The rates for and providers of the above-mentioned services, supplies and amenities will fluctuate based on the market. All additional charges will be disclosed in the agreement. Amber Court will provide you with a current list of rates for and the providers of these additional services, supplies or amenities during the Agreement discussion between you and Amber Court.

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The Operator has arrangements with the following providers of home care and personal care services:

- **ALJUD Licensed Home Care Services Agency: Licensed as a Licensed Home Care Services Agency (LHCSA)**

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

EXHIBIT II

DISCLOSURE STATEMENT

Amber Court of Westbury II, LLC ("The Operator"), as operator of **Amber Court Assisted Living of Westbury (The Alcove at Amber Court)** ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

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

2. The Operator is licensed by the New York State Department of Health to operate **at 3400 Brush Hollow Road, Westbury, NY 11590** an Assisted Living Residence as well as an **Adult Home.**

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence. These additional certifications may permit the Operator to admit Residents with and retain Residents who may develop conditions or needs that would otherwise make them inappropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Enhanced Assisted Living and/or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

a. Enhanced Assisted Living services for up to a maximum of **32** persons.
b. Special Needs Assisted Living services for up to a maximum of **32** persons.

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

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 numbers of persons stated above. If You become appropriate for Enhanced Assisted Living and/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 and/or Special Needs Assisted Living program. If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representative(s) 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 and/or Special Needs Assisted Living program within this Residence, it may be necessary for You to change your room, unit, or apartment within the Residence.

3. The owner of the real property upon which the Residence is located is **Baruch 1050 Realty LLC**. The mailing address of such real property owner is **3400 Brush Hollow Road, Westbury, NY 11590**. The following individual is authorized to accept personal service on behalf of such real property owner: **Administrator, 3400 Brush Hollow Road, Westbury, NY 11590.**

4. **The Operator of the Residence is Amber Court of Westbury II, LLC. The mailing address of the Operator is 3400 Brush Hollow Road, Westbury, NY 11590. The following individual is authorized to accept personal service on behalf of the Operator: Administrator, 3400 Brush Hollow Road, Westbury, NY 11590.**

5. **There is no ownership interest in excess of 10% on the part of the Operator (whether a legal or beneficial interest) in relation to any entity that provides care, material, equipment or other services to the residents of the Residence.**

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

6. **There is no ownership interest in excess of 10% (whether a legal or beneficial interest) on the part of any entity that provides care, material, equipment or other services to residents of the Residence, in the Operator.**

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

8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary. **Residents must authorize their providers to inform the residence of the resident's medication regimen, diagnoses, any necessary precautions and all pertinent information necessary for the residence to provide proper care and monitoring for residents.**

9. **Public funds are available for payment of residential, supportive or home health services. Medicare provides limited coverage of home health care post hospitalization for all those who are enrolled in Part B of Medicare. Medicaid will provide coverage for home health care services, for indigent population as these become necessary.**

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 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. **Margaret Hromada** is the Local LTC Ombudsman. **She can be reached at (516) 466-9718.** The NYSLTCOP web site is www.ltcombudsman.ny.gov.

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS

Amber Court of Westbury II, LLC uses a "Tiered" fee arrangement, in which the amount of the Basic Rate depends on the types of services provided. The fees for each "tier" of care are set forth in detail below. Each resident is assigned a level of care upon admission after the completion of an assessment and an individualized services plan or "ISP". The ISP will be reviewed and revised and the assessment renewed whenever necessary, but not less than every six months. If the review shows that the resident's needs have changed, the resident will be moved into the appropriate tier immediately and the services will be modified accordingly.

Please be advised that the tiered rates are in addition to the Housing Accommodations and Basic Services rate. The Housing Accommodations and Basic Services rate includes all services required by regulation for the operator to carry out. This includes provision of 3.75 hours per week of personal care.

Amber Court Tiered Services Levels (Levels III-V require EALR status.)

Level I: **Resident requires intermittent supervision or assistance with bathing, clothing selection/dressing and grooming by aide in addition to the 3.75 hours of personal care per week included in the Housing Accommodations and Basic Services rate. Resident requires that supervision or assistance with such tasks is available no-more than an eight hour period each day. The fee for this service level is $1,100 per month.**

Level II: **Resident requires daily supervision or assistance with bathing, clothing selection/dressing and grooming by aide. Resident requires that supervision of or assistance with such tasks is available 24 hours a day. The fee for this service level is $1,900 per month.**

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BY NYS Department of Health
_____(date)
_____(project manager)

Level III: Resident requires daily supervision or assistance with bathing, clothing selection/dressing and grooming by aide. Resident requires intermittent supervision and/or assistance with any or all of the following: eating, transferring, ambulation and mobility with or without assistive devices. Resident requires that supervision of or assistance with such tasks is available 24 hours a day. The fee for this service level is $2,100 per month.

Level IV: Resident requires daily supervision or assistance with bathing, clothing selection/dressing and grooming by aide. Resident requires intermittent supervision and/or assistance with any or all of the following: eating, transferring, ambulation and mobility with or without assistive devices. Resident requires toileting every 2-4 hours by aide to maintain continence and skin integrity. Resident requires that supervision of or assistance with such tasks is available 24 hours a day. The fee for this service level is $2,400 per month.

Level V: Resident requires daily supervision and/or assistance with bathing, clothing selection/dressing and grooming by aides. Resident requires <u>continual</u> supervision and/or assistance with any daily functioning <u>or</u> has a complex skilled care need. Resident requires that supervision of or assistance with such tasks is available 24 hours a day. The fee for this service level is $2,400 per month.

EXHIBIT III.C

RATE OR FEE SCHEDULE

The monthly rates below include Housing Accommodations and Basic Services, not including tiered service levels.

Upper Level (Memory Care)	**$5500, per person**
Main Level Private Studio	**$4500, single occupancy**
	$5500, married couple
Shared accommodations	**$3500, each roommate**

A one-time Community fee equal to the amount of one month's Housing Accommodations and Basic Services (not including the tiered additional care services) is charged at the time of admission. If You move out of the Residence within 90 days, the community fee will be prorated. If you move out after 90 days from date of move in, no refund of the community fee will be given.

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Our policy is not to accept any transfer of funds or private property.

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

APPROVED
BY NYS Department of Health

_____(date)

_____(project manager)

EXHIBIT X.I.

RULES OF THE RESIDENCE

1. **The residence is committed to ensuring the well-being and safety of residents and thus, NO SMOKING is permitted in the facility and on facility grounds. Thus, admission is limited to non-smokers.**
2. **All visitors and residents must sign in and out when entering or leaving the facility. For your safety, all absences past 9pm, overnight absences and planned missed meals should be reported to the case manager.**
3. **All meals are served in the dining room.**
4. **No storage of food is permitted in resident rooms.**
5. **Vitamins, herbal medications, over the counter medications, must always be cleared by your primary care physician and be kept under lock and key. In addition our medications staff must be aware of all these items prior to being given, in order to avoid adverse reactions with your regular medication regimen. This is for your own safety.**
6. **If you are handling your own medications, the medication office and physician staff must be informed of your medications. Any medications stored in your room must be under lock and key.**
7. **No garment washing is permitted in the resident's room.**
8. **Fire drills as per fire department regulations, must be attended as needed.**
9. **Residents may not use the following items in their rooms: refrigerators, coffee percolators, microwave ovens, irons, electrical appliances or extension cords.**
10. **Each resident must submit to a medical evaluation by the provider of their own choice. Each resident must submit to the administrator, at least upon an annual basis, a medical evaluation completed by their providers.**
11. **Each resident must submit to the administrator proof of all immunizations, TB testing and all other health information to the extent required by the New York State Department of Health.**
12. **No pets of any kind are permitted in the facility.**

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

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

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

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

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

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

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

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

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

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT,

UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

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

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

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

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

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

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

EXHIBIT XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

1. The Operator will post the procedures for the submission of grievances and suggestions in a common and visible area.

2. A Resident Grievance/Suggestion Form will be available at the front desk for Resident use.

3. If you wish to bring your concern to us confidentially, you should write them down and place them in our Suggestion Box in the Activities Room and your grievance(s) and suggestion(s) will remain confidential.

4. Grievances and Suggestions may be handed to the Administrator, Assistant Administrator, or Activities Director.

5. Upon receipt of the written grievance or suggestion, the Administrator, Assistant Administrator or Activities Director will evaluate and initiate the action or resolution which are timely and protect the rights of those involved and the confidentiality of the Resident.

6. The Operator will inform residents of action(s) and resolution(s) of Resident grievance(s) while protecting the confidentiality of the Resident.

7. An individual or group grievance or suggestion may be submitted to your Resident Council President or may be brought up at the Resident's Council Meeting, which is a self-governing and organized group of Residents of the Residence, and grievances and suggestions will be responded to in writing.

8. Complaints that cannot be resolved by the grievance procedure within the Residence shall be referred to the Local Long Term Care Ombudsman.

9. You also have the right to contact the New York State Department of Health Complaint Hotline at 1-866-893-6772.

10. If a Resident that wishes to grieve/complain anonymously, they will receive an answer to their complaint through the resident council meetings.

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between **Amber Court of Westbury II, LLC**, (the "Operator"), _____, the "Resident or You"), _____, (the "Resident's Representative", if any), and _____, (the "Resident's Legal Representative", if any). Such Residency Agreement is dated _____.

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

I. Enhanced Assisted Living Certification

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at **Amber Court of Westbury (The Alcove at Amber Court)** located at **3400 Brush Hollow Road, Westbury, NY 11590.**

II. Physician Report

You have submitted to the Operator a written report from Your physician, which states that:

a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence; and
b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

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

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Services to be provided in the EALR include:

- Physical assistance with mobility/ambulation to residents who chronically require the assistance of another person to: (1) transfer; (2) walk; and/or (3) climb or descend stairs;
- Assistance with chronic unmanaged urinary or bowel incontinence;
- Assistance with medical equipment; and
- Nursing services, including:
    - Medication administration including eye drops and oral PRN medications
    - Routine skin care including the application of creams and lotions
    - Superficial wound treatment and dressing changes
    - Physical assistance with feeding
    - Vital signs/bowel sounds/lung sounds
    - Ear drops or ear lavage
    - Injections (e.g., Insulin and Epogen)
    - Superficial wound treatment
    - Dressing changes
    - Ostomy care
    - Catheter care
    - Suppositories/Enema
    - PRN medication administration
    - Skilled observations which need to be reported to a physician
    - Hoyer Lift
    - Transfer Belts
    - Diabetic – Insulin injections/BGTs
    - Other injections: Epogen and Lovenox
    - Max Assist w/ ADLs/Dressing
    - Incontinence Program (management)

Please note, we are unable to accommodate individuals who have a communicable disease that is a danger to other residents or staff. These conditions might not appear on the medical evaluations completed by outside medical personnel and are withheld from our staff.

Amber Court uses a "Tiered" level of care for its need classification.

- **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 resident requires. When at capacity, the staffing plan for the EALR will include the equivalent of at least two direct care aides dedicated to residents of the EALR program per shift. The staffing plan will be adjusted to meet the acuity needs and census of residents enrolled in the enhanced program. The EALR program will adhere to the required staffing ratio of at least one aide per 40 residents.**
- **Resident Care Aides will be provided specialized training to respond to the enhanced needs of Residents. These trainings will be provided by a licensed nurse. Staff education and training work experience will be dependent on the level of care that the staff is assigned to complete. These include:**
  1. **Level of care commensurate with the Adult Home staff requirements;**
  2. **Level of care for higher acuity residents whose training is commensurate with Home Health Aide certification.**
  3. **Initial orientation which includes the basic concepts of Assisted Living, age related changes, the concept of aging in place, documentation, promoting a home-like environment, resident rights, and functions to be completed.**
  4. **Continued mandatory inservices throughout the year that review the fundamental principles and skills necessary to assist aging frail elderly seniors who may have cognitive and physical impairment and dementia. The inservices are designed to promote and improve the qualifications of each staff member.**
- **In addition, skilled nursing tasks will be performed by a Licensed Home Care Services Agency.**
- **The facility is fully equipped with all the necessary safety devices to protect the health, safety, and welfare of persons in the Residence.**

V. Aging in Place

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

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

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND
b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND
c. The Operator agrees to retain You as Resident and to coordinate the care provided by the operator and the additional nursing, medical or hospice staff; AND
d. You are otherwise eligible to reside at the Residence.

VII. Addendum Agreement Authorization

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

Dated:_____ _____
(Signature of Resident)

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

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

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

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between **Amber Court of Westbury II, LLC**, (the "Operator"), _____, the "Resident or You"), _____, (the "Resident's Representative", if any), and _____, (the "Resident's Legal Representative", if any). Such Residency Agreement is dated _____.

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

I. Special Needs Assisted Living Certification

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at **Amber Court of Westbury (The Alcove at Amber Court)** located at **3400 Brush Hollow Road, Westbury, NY 11590.**

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 Qualification, and Environmental Modifications

Specialized services to be provided in the Special Needs Assisted Living program include special daily activities to challenge dementia residents. The program is supervised by the Case Manager and trained Resident Care Assistants dedicated solely to the service of residents.

SNALR staffing levels will be appropriate for the level of care needed to perform and carry out the tasks that the resident requires and in accordance with all applicable laws and regulations. The SNALR will provide a staffing ratio of at least one staff person to every six to eight residents during the day and one staff person to every 12 to 15 residents overnight. This ratio will enable staff to assist with providing all necessary resident care. The staffing schedule will be adjusted as necessary based on resident need and capacity.

Staff working in the SNALR unit will have experience or training in the area of Alzheimer's disease/dementia and will receive comprehensive training in order to effectively and respectfully meet the special needs of persons with dementia. The training includes methods on successfully cueing residents to independently perform personal care tasks, coordinating care with the resident's family, and wandering prevention.

The SNALR is 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 residents' needs and variations in dining schedules.

IV. Physician Report

You have submitted to the Operator a written report from Your physician, which states that:

a. Your physician has physically examined You within the last month prior to Your admission into this Special Needs Assisted Living Residence; and
b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

V. Addendum Agreement Authorization

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

Dated:_____ _____
(Signature of Resident)

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

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

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

4850-8632-7837, v. 6-8632-7837, v. 5