

(i) **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 7.

(j) **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.

(k) **Tipping.** The Operator must not accept, nor allow Community's 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.

(l) **Personal Allowance Accounts.** As a private pay facility, the Operator will not offer to hold Personal Allowance Accounts for Residents.

4. ADMISSION AND RETENTION CRITERIA FOR AN ASSISTED LIVING RESIDENCE.

(a) **Admission Limitations.** Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the basis of an individual's mobility impairments and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with Federal, State and Local laws.

(b) **Initial Assessment.** The Operator shall conduct an initial pre-admission assessment of a prospective Resident to determine whether or not the individual is appropriate for admission.

(c) **Appropriate Initial Assessment.** The Operator has conducted your pre-admission assessment and has determined that you are appropriate for admission to this Community, 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.

(d) **Enhanced Assisted Living Residence Addendum.** If you are being admitted to a duly certified Enhanced Assisted Living Residence (EALR), the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

(e) **Special Needs Assisted Living Residence Addendum.** If you are being admitted to a Special Needs Assisted Living Residence (SNALR), the "Special Needs Assisted Living Residence Addendum" will apply.

(f) **Change in Condition.** 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 (ALR). If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section 7 of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet your needs in such unit, you may be eligible for residency in such Enhanced Assisted Living unit.