NEW YORK STATE OF OPPORTUNITY. Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

November 10, 2017

Mr. Frank Rose
3 South Grandview Drive
Latham, New York 12110

Re: Residency Agreement for
Project # 1911
Keepsake Village at Greenpoint

Dear Mr. Rose:

Thank you for your e-mail of November 9, 2017 with the corrected copy of your proposed Residency Agreement for Keepsake Village at Greenpoint. Please be advised that the Residency Agreement is approved contingent upon receipt of your operating certificate for ALR/SNALR/EALR.

Enclosed is a copy of the approved Residency Agreement. If you make any revisions to this agreement, you must first submit the changes to the Regional Office for approval.

As always, thank you for your cooperation.

Sincerely,

Valerie A. Deetz, Director
Division of Adult Care Facilities
and Assisted Living Surveillance

cc: J. VanDyke
M. Cohen
L. O'Connell

Enc.

KEEPSAKE VILLAGE AT GREENPOINT

ENHANCED ASSISTED LIVING RESIDENCE AND SPECIAL NEEDS ASSISTED LIVING RESIDENCE

RESIDENCY AGREEMENT

Revised: November 8, 2017

Keepsake Village at Greenpoint
Enhanced Assisted Living Residence and
Special Needs Assisted Living Residence
Residency Agreement

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TABLE OF EXHIBITS

Exhibit and Subject

Keepsake Village at Greenpoint
Enhanced Assisted Living Residence and/or
Special Needs Assisted Living Residence
Residency Agreement

This agreement is made between:

Keepsake Village at Greenpoint / Greenpoint Special Needs (the "Operator")

138 Old Liverpool Road
Liverpool, New York 13088
Telephone: 315-451-4567
Fax: 315-453-1026

The Resident:

Name: _____

Address: _____

_____

Telephone: _____

and

The Resident's Legal Representative:

Name: _____

Address: _____

_____

Telephone: _____

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 138 Old Liverpool Road, Liverpool, New York 13088, an Assisted Living Residence (the "Residence") known as Keepsake Village at Greenpoint and 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. The above license permits Keepsake Village at Greenpoint to provide

Enhanced Assisted Living services for up to a maximum of 10 persons and Special Needs Assisted Living services for up to a maximum of 57 persons.

You have submitted a written report from your physician to Keepsake Village at Greenpoint which report states that (a) your physician has physically examined You within the last month; 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.

You have requested to become a resident of either the Enhanced Assisted Living Residence or the Special Needs Assisted Residence at Keepsake Village at Greenpoint and Keepsake Village at Greenpoint has accepted your request.

AGREEMENT

I. Housing Accommodations and Services. Beginning on _____, 201__, Keepsake Village at Greenpoint will 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.** You may occupy and use apartment #____, subject to the terms of this Agreement. You may occupy your apartment once your Individualized Service Plan is prepared and your non-refundable deposit and security deposit are paid.

2. **Common Areas.** You and your guests may use the general-purpose common areas of Keepsake Village at Greenpoint such as lounges, outdoor sitting areas, etc.

3. **Furnishings/Appliances Provided by Keepsake Village at Greenpoint.** Attached as Exhibit A is an inventory of furnishings, appliances and other items supplied in your apartment by Keepsake Village at Greenpoint.

4. **Furnishings/Appliances Provided by You.** Attached as Exhibit B is an inventory of furnishings, appliances and other items supplied by You for your apartment. Such Exhibit also contains any limitations or conditions

concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

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

1. **Individualized Service Plan.** Keepsake Village at Greenpoint will work with your physician and You to prepare, review and revise your Individualized Service Plan as necessary. The Individualized Service Plan will include ongoing review in addition to revisions as necessary.

2. **Meals and Snacks.** Three nutritionally-balanced meals per day and one snack per day are included in your Basic Rate. The following modified diet will be available to You if ordered by your physician and included in your Individualized Service Plan: No Added Salt (NAS) and/or No Concentrated Sweets (NCS).

3. **Activities.** Keepsake Village at Greenpoint 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 throughout Keepsake Village at Greenpoint. The schedule of activities will be readily visible in a common area.

4. **Housekeeping Services.** Vacuuming, trash collection and general housekeeping services will be provided on a weekly basis or as otherwise needed in keeping with your needs.

5. **Linen Service. Unless you choose to launder your own linens,** linen service will be provided on a weekly basis or as otherwise needed and will include towels and washcloths, pillow and pillowcase, blanket, bed sheets and bedspread, all clean and in good condition.

6. **Laundry of your personal washable clothing.** Your personal washable clothing will be laundered weekly or as often as needed.

7. **Supervision.** Keepsake Village at Greenpoint will provide appropriate staff onsite which will 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.

8. **Case Management.** Keepsake Village at Greenpoint will provide appropriate staff to supply case management services for You, including identification and assessment of your needs and interests, information and referral, and coordination with available resources to best address your needs and interests.

9. **Personal Care.** Keepsake Village at Greenpoint will provide appropriate staff to assist You with bathing, grooming, dressing, toileting, ambulation, transferring, feeding and medication, as required by your Individualized Service Plan.

C. **Additional Services and Supplies.** Exhibit C lists additional services and supplies that are available to You for an extra fee either directly from Keepsake Village at Greenpoint or through arrangements with other providers. Such exhibit states who would provide such services or amenities if other then the operator.

D. **Licensure/Certification Status.**

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

II. Disclosure Statement

Keepsake Village at Greenpoint is disclosing information as required under Public Health Law Section 4658(3). Such disclosures are contained in Exhibit E which is attached to and made part of this Agreement.

III. Fees.

A. Basic Rate. The fees for the Basic Services is $_____ per month (the "Basic Rate"). You and your Legal Representative agree that You will pay, and Keepsake Village at Greenpoint agrees to accept, your regular payment of the Basic Rate in full satisfaction of the Basic Services described above in Section I(B) of this Agreement.

B. Supplemental or Additional Fees

1. A supplemental or additional fee is a fee for services that are in addition to those services included in the Basic Rate.

2. A supplemental or additional fee must be at your option.

3. In some cases, the law permits Keepsake Village at Greenpoint to charge an additional fee without your express written approval.

4. Any charges by Keepsake Village at Greenpoint, whether as a part of the Basic Rate, supplemental or Additional Fees, shall be made only for services and supplies that are actually supplied to You.

5. Exhibit F contains a list of supplemental or additional Fees that may apply to You.

C. Billing and Payment Terms

1. The Basic Rate and any additional or supplemental fees will commence on the date this Agreement is signed.

2. All payments are due on the first of each month. Payments received by Keepsake Village at Greenpoint after the seventh (7th) day of the month when due, plus any outstanding balance, will incur a late charge of one and one-half (1½%) percent interest per month. A notification of any late charges, if necessary, will be

sent with each monthly statement of charges. If You fail to make payments as provided above, all charging privileges for additional or supplemental services which Keepsake Village at Greenpoint in not required by law to provide (such as beauty parlor, barber, sundries, dry-cleaning, etc.) may be suspended at Keepsake Village at Greenpoint's option. You and your Legal Representative have the right to dispute and contest any charges in accordance with Section XV below or in accordance with applicable law, provided, however, that the Resident or Responsible party, if any, shall have the right to contest that there has been a late payment or that 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.

3. You will be charged a $500 nonrefundable application fee upon application for residency. You will also be charged a security deposit equal to one month's Basic Rent. Subject to paragraph 7 below, your security deposit will be returned to You within three (3) days following your discharge from Keepsake Village at Greenpoint.

4. You will be charged from the day of your admission up through and including the day of your transfer or discharge from Keepsake Village at Greenpoint (the "Discharge Date"). Your Discharge Date will be the day when all of your belongings and personal property are removed from Keepsake Village at Greenpoint before 4 p.m. If your discharge occurs after 4 p.m., then your Discharge Date will be the following day.

5. If Keepsake Village at Greenpoint provides supplemental or additional services beyond those required by law, those services will be provided to You at your option and You will be charged only for those services actually chosen by and provided to You.

6. Prior to admission, You must pay to Keepsake Village at Greenpoint a security deposit equal to one (1) month's Basic Rate.

7. If You do not pay your Basic Rate on a timely basis, Keepsake Village at Greenpoint may use your security deposit to pay for any amount that You owe to Keepsake Village at Greenpoint. In addition, if You fail to timely perform any other term of this

Agreement, Keepsake Village at Greenpoint may use your security deposit as payment for any money Keepsake Village at Greenpoint spends, or damages Keepsake Village at Greenpoint incurs, because of your failure. You and your Legal Representative have the right to dispute and contest any charges in accordance with Section XV below or in accordance with applicable law.

8. If Keepsake Village at Greenpoint is required to use any portion of your security deposit to pay for any services You receive, You must reimburse Keepsake Village at Greenpoint an amount equal to the sum used. That amount is due when billed. At all times, Keepsake Village at Greenpoint must have the full amount of your security deposit on hand.

9. You may not use your security deposit to pay for any amount You owe to Keepsake Village at Greenpoint or any other party.

10. Keepsake Village at Greenpoint will deposit your security deposit as permitted by law. Your security deposit will bear interest as required by law. Keepsake Village at Greenpoint will pay the interest to You as required by law. Your security deposit and any interest earned thereon, less any unpaid amounts You may owe to Keepsake Village at Greenpoint, will be returned to You within three (3) days following your Discharge Date.

11. Payment should be made out to "Keepsake Village at Greenpoint" at 138 Old Liverpool Rd, Liverpool, NY 13088.

D. Adjustments to Basic Rate or Additional or Supplemental Fees

1. The Basic Rate and/or Additional or Supplemental Fees are subject to adjustment from time-to-time. If You or your Legal Representative agree in writing to a specific rate or fee increase through an amendment of this Agreement, the rate or fee increase will be effective as of the date of amendment of this Agreement. Otherwise, the Basic Rate and Additional or Supplemental Fees are subject to increase as set forth in paragraphs 2 and 3 below

2. Keepsake Village at Greenpoint may increase the Basic Rate and/or Additional or Supplemental Fees because of your need for additional care, services or supplies, or due to increased cost of maintenance and operation of Keepsake Village at Greenpoint. In

that event, You and your Legal Representative will be provided written notice of any proposed increase not less than forty-five (45) days prior to the effective date of the rate or fee increase.

3. If Keepsake Village at Greenpoint provides additional care, services or supplies upon the express written order of your primary physician, Keepsake Village at Greenpoint may, through an amendment to this Agreement, increase the Basic Rate or any additional or supplementary fee upon less than forty-five (45) days' written notice. Furthermore, in the event of any emergency which affects You, Keepsake Village at Greenpoint may assess such additional charges for your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

E. Reservation of Space During a Temporary Absence. If You must be temporarily absent from Keepsake Village at Greenpoint, You may reserve your apartment by continuing to pay the Basic Rate or You may choose to terminate this Agreement subject to Section XIII below. If You choose to reserve your apartment, the then-current Basic Rate and terms of this Agreement will remain in effect until Keepsake Village at Greenpoint receives a written thirty (30) day termination notice from You or your Legal Representative. Continuing to reserve your apartment does not supersede the requirements for termination set forth in Section XIII. The charge for this reservation is the same as your Basic Rate.

F. Rate or Fee Schedule. Attached as Exhibit F.1 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.

IV. Refund/Return of Your Money and Property. Within three business days after termination of this Agreement or your Discharge Date, Keepsake Village at Greenpoint must provide You or your Legal Representative with a final written statement of your payment and personal allowance accounts at Keepsake Village at Greenpoint. Within three business days after your Discharge Date, Keepsake Village at Greenpoint must also return to You any of your money or property which came into Keepsake Village at Greenpoint' possession. Keepsake Village at Greenpoint must also refund to You on a per diem prorated basis any advance payments You made. If You die, Keepsake Village at Greenpoint must surrender your property to the legally-authorized representative of your estate. If You die without a Last Will and the

whereabouts of your next-of-kin is not known, Keepsake Village at Greenpoint will contact the Onondaga County Surrogate's Court to determine what should be done with your property.

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 I 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 by Keepsake Village at Greenpoint for You. If at any time You want to place any of your property in Keepsake Village at Greenpoint' custody, and Keepsake Village at Greenpoint agrees to accept responsibility for such custody, then Keepsake Village at Greenpoint must list those items and attach that list to this agreement as Exhibit G.

VII. Fiduciary Responsibility. If Keepsake Village at Greenpoint assumes management responsibility over your funds, Keepsake Village at Greenpoint shall maintain such funds in a fiduciary capacity to you. Any interest on money received and held for You by Keepsake Village at Greenpoint shall be your property.

VIII. Tipping. Keepsake Village at Greenpoint does not accept, nor allows its staff or agents to accept, any tip or gratuity in any form for any services provided to or arranged for you, as specified by statute, regulation or agreement.

IX. Personal Allowance Accounts. Keepsake Village at Greenpoint 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 Keepsake Village at Greenpoint 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 anyone signs this agreement besides You, and if that person does not choose to place your personal allowance funds in a Keepsake Village at Greenpoint-maintained account, then that

person hereby agrees to comply with the Supplemental Security Income (SSI) and/or Safety Net Assistance (SNA) personal allowance requirements.

X. Admission and Retention Criteria

A. New York Public Health Law Article 46-b requires that Keepsake Village at Greenpoint may not admit any person into the facility if Keepsake Village at Greenpoint is not able to meet that person's care needs, within the scope of services authorized by such law, and within the scope of services deemed necessary by that person's Individualized Services Plan. Keepsake Village at Greenpoint may not admit any person who needs 24-hour skilled nursing care.

B. Enhanced Assisted Living Care may be provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) are chronically chairfast and unable to transfer, or chronically requires the physical assistance of another person to transfer; or (b) chronically requires the physical assistance of another person in order to walk; or (c) chronically requires the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and requires more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.

C. Keepsake Village at Greenpoint is required to conduct an initial pre-admission evaluation of a prospective resident to determine whether or not that individual is appropriate for admission.

D. Keepsake Village at Greenpoint conducted such an evaluation of You and determined that You are appropriate for admission to Keepsake Village at Greenpoint and that Keepsake Village at Greenpoint is able to meet your care needs within the scope of services authorized by law and deemed necessary for You under your Individualized Services Plan.

E. If You are being admitted to the Enhanced Assisted Living Residence, the "Enhanced Assisted Living Residence Addendum" attached to this Agreement will apply to you.

F. If You are being admitted to the Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" attached to this Agreement will apply to you.

G. If You are residing in the Enhanced Assisted Living Residence and your care needs subsequently change in the future to the point that You are in need of Special Needs Assisted Living Care, You may be able to continue to reside in Keepsake Village at Greenpoint and to receive Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. Keepsake Village at Greenpoint is currently certified by the New York State Department of Health to provide Special Needs Assisted Living Residence services to residents who experience a loss of cognitive ability or memory, or who have been diagnosed with Alzheimer's disease. If You become appropriate for Special Needs Assisted Living Services, and one of those units is available, You may be eligible to be admitted into the Special Needs Assisted Living program. In that case, it will be necessary for You to change your apartment within Keepsake Village at Greenpoint. If, however, the Special Needs Assisted Living Care units are at capacity and there are no vacancies, then Keepsake Village at Greenpoint will assist You and your Legal Representative to identify and obtain other appropriate living arrangements.

H. If You are residing in the Enhanced Assisted Living Residence and your care needs subsequently change in the future to the point that You are no longer appropriate for residency in the Enhanced Assisted Living Residence, Keepsake Village at Greenpoint will take the appropriate action to terminate this Agreement pursuant to Section XIII hereof unless each of the conditions set forth in Section XI of the "Enhanced Assisted Living Residence Addendum" attached to this Agreement are met.

I. If You are residing in the Special Needs Assisted Living Residence and your care needs subsequently change in the future to the point that 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, You will no longer be appropriate for residency in Keepsake Village at Greenpoint. If this occurs, Keepsake Village at Greenpoint will take the appropriate action to terminate this Agreement pursuant to Section XII hereof.

XI. Rules of Keepsake Village at Greenpoint. You are responsible to:

A. Be respectful and considerate of Keepsake Village at Greenpoint residents and staff.

B. Provide accurate and complete information, to the best of your knowledge, about present condition, past illnesses and hospitalizations, medications and other matters relating to your health.

C. Make it known whether You clearly understand a contemplated course of action and what is expected of you.

D. Explore the limits of your potential for personal growth in terms of interpersonal relationships, opportunities for service, and opportunities to revitalize old skills or develop new ones, and channel them into creative uses.

E. Obey all regulations of Keepsake Village at Greenpoint and be responsible for following the care plan recommended by your doctor.

F. Be responsible for your actions if You refuse treatment or if You do not follow your doctor's instructions.

G. Respect the property of other residents and of Keepsake Village at Greenpoint.

H. Assure that your financial obligations are fulfilled as promptly as possible.

I. Observe the smoking regulations of Keepsake Village at Greenpoint:

1. Smoking is prohibited in all areas of the building for staff and visitors.

2. Smoking is allowed outdoors in designated areas only, for staff, residents, and visitors.

3. Visitors, family members, staff and other residents are prohibited from giving smoking materials to any residents. Keepsake Village at Greenpoint is a smoke-free community. Smoking materials include, but are not limited to:

a. Cigarettes
b. Cigars
c. Pipes
d. Lighters
e. Matches
f. Tobacco

4. Any resident who indicates a preference to smoke will be assessed for the ability to smoke and handle smoking materials safely. Keepsake Village at Greenpoint staff will determine each resident's smoking safety needs and all smoking materials will be secured in a locked fireproof box at the Nursing Station.

5. Please direct any questions to your Nurse.

J. Pay attention to all fire drills. As a safety precaution, fire drills will be held regularly to familiarize You, other Keepsake Village at Greenpoint residents and staff with appropriate procedures. When You hear the alarm, stay in your room. Do not sit or stand in the doorways at any time; the fire doors are heavy and will close automatically at the sound of the alarm. If You are not in your apartment, stay where You are unless directed otherwise by staff.

K. Avoid accidents by keeping your apartment clean. Pick up clothing, books, shoes and other items that might cause someone to trip or fall.

L. Advise Keepsake Village at Greenpoint staff if anything in your apartment needs to be repaired or moved.

XII. Responsibilities of Resident and Resident's Representative. You and your Legal Representative are responsible to:

A. Pay your Basic Rate and any authorized Additional and agreed-to supplemental or additional Fees as detailed in this Agreement;

B. Supply your personal clothing and effects;

C. Pay all medical expenses, including transportation for medical purposes except when payment is available under third party coverage;

D. At the time of admission and at least once every twelve (12) months thereafter, or more frequently if a change in your condition warrants, provide Keepsake Village at Greenpoint with a dated and signed medical evaluation that conforms to New York State Department of Health regulations;

E. Inform Keepsake Village at Greenpoint promptly of any change in your health status, physician or medications; and

F. Inform Keepsake Village at Greenpoint promptly of any change of the name, address or phone number of your Legal representative.

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

_____

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

_____

XIII. Termination and Discharge. This Agreement and your residency in Keepsake Village at Greenpoint may be terminated in any of the following ways:

A. By mutual agreement between Keepsake Village at Greenpoint and you;

B. If You pass away during the term of this Agreement a thirty-day notice will immediately commence for termination of this agreement. In the event your condition changes and warrants a level of care that cannot be provided by Keepsake Village at Greenpoint, You and/or your Legal Representative must give Keepsake Village at Greenpoint thirty (30) days written notice of their intention to terminate this Agreement. Unless You have not obtained appropriate alternate placement by the end of the thirty-day notice period, all of your personal property must be removed from Keepsake Village at Greenpoint by the end of the thirty-day notice period.

C. Upon thirty (30) days notice from You or your Legal Representative to Keepsake Village at Greenpoint of your intention to terminate the agreement and leave the facility;

D. Upon thirty (30) days written notice from Keepsake Village at Greenpoint to You and your Legal Representative (if any). Involuntary termination of

a Residency Agreement is permitted only for the reasons listed below, and then only if Keepsake Village at Greenpoint initiates a court proceeding and the court rules in favor of Keepsake Village at Greenpoint.

E. The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which Keepsake Village at Greenpoint is not permitted by law to provide;

2. If your behavior poses an 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 charges and expenses which You 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 may take place unless Keepsake Village at Greenpoint, during the thirty-day notice of termination of period, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by Keepsake Village at Greenpoint 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 Keepsake Village at Greenpoint;

5. Keepsake Village at Greenpoint's operating certificate is limited, revoked or temporarily suspended, or Keepsake Village at Greenpoint voluntarily surrenders the operation of Keepsake Village at Greenpoint;

6. A receiver for Keepsake Village at Greenpoint is appointed pursuant to the New York State Social Services Law and provides for the orderly transfer of all Keepsake Village at Greenpoint residents to other residences or makes other provisions for residents' continued safety and care.

F. If Keepsake Village at Greenpoint terminates this Agreement for any of the reasons stated above, Keepsake Village at Greenpoint will give You a notice of termination and discharge, which must be at least 30 days after delivery of the notice, the reason for termination, a statement of your right to object and a list of free legal advocacy resources approved by the New York State Department of Health.

G. You may object to Keepsake Village at Greenpoint about your proposed termination and may be represented by an attorney or advocate. If You challenge your termination, Keepsake Village at Greenpoint must institute a special proceeding in court. You will not be terminated against your will unless the court rules in favor of Keepsake Village at Greenpoint.

H. While legal action is in progress, Keepsake Village at Greenpoint must not seek to amend your Residency Agreement which is in effect as of the date of the notice of termination, fail to provide any of the care and services required by law and this Agreement, or engage in any action to intimidate or harass you.

I. Both Keepsake Village at Greenpoint and You are free to seek any other judicial relief to which they may be entitled.

J. If Keepsake Village at Greenpoint proposes to transfer or discharge You, Keepsake Village at Greenpoint must assist 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, Keepsake Village at Greenpoint may seek appropriate evaluation and assistance, and may arrange for your transfer to an appropriate and safe location, prior to termination of your Residency Agreement and without 30 days notice or court review, for the following reasons:

A. If You develop a communicable disease, medical or mental condition, or sustain an injury which requires continual skilled medical or nursing services;

B. If your behavior poses an imminent risk of death or serious physical injury to You or others; or

C. If a Receiver is appointed under the New York State Social Services Law and provides for the orderly transfer of all Keepsake Village at Greenpoint

residents to other locations or is making other provisions for the residents' continued safety and care.

If You are transferred, in order to terminate your Residency Agreement, Keepsake Village at Greenpoint must proceed with the termination requirements as set forth in Section XIII, 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 A and B above no longer exists, You are deemed appropriate for admission to Keepsake Village at Greenpoint and, if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities. Attached as Exhibit H is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily-visible common area in Keepsake Village at Greenpoint. Keepsake Village at Greenpoint agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution.

A. You, your immediate family members and your legal representative have the right to present complaints and recommendations for changes and improvements to the operation of Keepsake Village at Greenpoint.

1. Complaints and recommendations may be given to your social worker, nurse manager or any member of Keepsake Village at Greenpoint's management team.

2. If You, your family member or legal representative wants to submit a complaint or recommendation anonymously, You or they should put it in writing and place it in the suggestion box.

3. Keepsake Village at Greenpoint will promptly investigate and evaluate each complaint and recommendation that it receives.

4. Keepsake Village at Greenpoint will respond to each complaint and recommendation within twenty-one days and initiate such actions as it deems appropriate.

5. Keepsake Village at Greenpoint will inform residents of any actions taken and the resolution of each grievance or recommendation by directly advising affected residents or by providing written notice whenever necessary.

6. Keepsake Village at Greenpoint will post a copy of these procedures on the main Keepsake Village at Greenpoint's bulletin board.

B. Residents of Keepsake Village at Greenpoint may organize and maintain councils or such other self-governing body as the residents may choose. Keepsake Village at Greenpoint agrees to address any complaints, problems, issues or suggestions reported by any such residents' organization and to provide a written report to the residents' organization that addresses its concern.

C. The New York State Long Term Care Ombudsman Program is available to identify, investigate and resolve your complaints in order to assist in the protection and exercise of your rights. The toll-free telephone number to request an Ombudsman to advocate for You is 1-855-582-6769. The local Long Term Care Ombudsman Program telephone number is 1-315-671-5108.

XVII. Miscellaneous Provisions

A. This Agreement constitutes the entire Agreement between the parties.

B. 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 applicable statutes and regulations shall be null and void.

C. The parties agree that this Residency Agreement and any related documents executed by the parties shall be maintained by Keepsake Village at Greenpoint in its files 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 at any time upon request by the New York State Department of Health.

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

[the remainder of this page is intentionally left blank]

[Signatures appear on following page]

XVIII. Agreement Authorization. We, the undersigned, have read this Agreement, have received a duplicate copy of it, and agree to abide by its terms and conditions.

Dated: _____, 201___

_____ _____
Keepsake Village at Greenpoint Representative Resident

_____
Resident's Legal Representative

_____
Resident's Representative

(Optional) Personal Guarantee

For value received, and in consideration of the accommodations and services to be provided by Keepsake Village at Greenpoint for and on behalf of _____ (the "Resident") pursuant to this Assisted Living Residency Agreement (the "Agreement"), I unconditionally agree to pay all present and future obligations and liabilities of any kind which are owed by the Resident to Keepsake Village at Greenpoint (the "Obligations").

I agree that Keepsake Village at Greenpoint may, at any time and from time to time, either before or after the maturity thereof, and without notice to or further consent by me, extend the time of payment of, renew or extend any of the Obligations, change the level of care to be received by the Resident, or increase the rate that the Resident is charged for services if it becomes necessary for the Resident to receive a higher level of care than is provided for in the Agreement, without in any way impairing or adversely effecting this guarantee.

This is a continuing guarantee. It shall remain in full force and effect and be binding upon me and my legal representatives and assigns.

This guarantee is a guarantee of payment and not of collection, and Keepsake Village at Greenpoint shall be under no obligation to take any action against the Resident or any other entity or person liable for any of the Obligations as a condition precedent to my being obligated to perform as agreed herein.

No failure or delay by Keepsake Village at Greenpoint to exercise any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Keepsake Village at Greenpoint of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power.

Each and every right, remedy and power hereby granted to Keepsake Village at Greenpoint or allowed to it by law shall be cumulative and not exclusive of any other, and may be exercised by Keepsake Village at Greenpoint at any time and from time to time.

This guarantee shall be interpreted in accordance with the laws of the State of New York. Nothing except cash payment in full of the Obligations shall release me from liability under this guarantee.

This guarantee is being provided at the request of Keepsake Village at Greenpoint and at the undersigned's option.

In witness whereof, this Personal Guarantee has been executed by the undersigned on the date set forth below.

Dated: _____, 201__

_____
Guarantor's Signature

_____
Guarantor's Name (Please print)

Keepsake Village at Greenpoint Residency Agreement

Exhibit A

Identification of Apartment/Room

Keepsake Village at Greenpoint Residency Agreement

Exhibit A.1

If Not Supplied by You, Keepsake Village at Greenpoint will Provide the Following Furnishings and Appliances

Number	Description
1	A standard single bed in good repair, a chair and a lamp
2	Lockable storage facilities for personal articles and medication
3	An individual dresser and closet space for the storage of resident clothing
4	Household supplies and equipment including soap and toilet tissue
5	Household linens including, a pillow, a pillowcase, two sheets, blankets, a bedspread, towels and washcloths
6	Table
7	Hinged door entry
8	
9	
10	

Depending upon your condition, the requirements of your Individualized Service Plan, New York State Department of Health requirements and the need to maintain a safe living environment for you in your apartment, the furnishings and appliances provided by Keepsake Village at Greenpoint may change over time. As per regulation 487.11 (f), these are required items to be provided by Keepsake Village at Greenpoint.

Keepsake Village at Greenpoint Residency Agreement

Exhibit B

Furnishings and Appliances Provided by you

Number	Description
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Depending upon your condition, the requirements of your Individualized Service Plan, New York State Department of Health limitations and the need to maintain a safe living environment for you in your apartment, the furnishings and appliances that you may keep in your apartment may change over time.

Keepsake Village at Greenpoint Residency Agreement

Exhibit C

Additional Services, Supplies or Amenities

The following services and supplies are available either from Keepsake Village at Greenpoint directly or through arrangements with others.

Service	Provided By
Dry Cleaning	Resident's Choice
Personal Toilet Articles	Resident's Choice
Commissary Goods	Resident's Choice
Medical Transportation	Resident's Choice
Cultural Activities Transportation	Resident's Choice
Local Telephone Service	Resident's Choice
Long Distance Telephone Service	Resident's Choice
Cable Television	Resident's Choice
Professional Hair Grooming	Resident's Choice
Other	Resident's Choice

The cost for these services and supplies vary, so please contact the individual service provider to receive specific quotes. These services and supplies are optional and will be billed directly to you in addition to your Basic Rate. The cost for medical transportation will be the rate charged by the supplier of such medical transportation unless payment is available through Medicare, Medicaid or other third-party coverage.

Exhibit D

Licensure or Certification Status of Providers

Keepsake Village at Greenpoint – Licensed through the New York State Department of Health as a Special Needs Assisted Living Residence, Enhanced Assisted Living Residence, and Adult Home.

Keepsake Village at Greenpoint Residency Agreement
Exhibit E
Disclosure Statement

Greenpoint Special Needs ("The Operator") as operator of Keepsake Village at Greenpoint ("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 E-1 of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate Keepsake Village at Greenpoint, 138 Old Liverpool Rd, Liverpool, NY 13088, 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 individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this agreement continue to be met.

   The operator is currently approved to provide:
   a. Enhanced Assisted Living services for up to a maximum of 10 persons.
   b. Special Needs Assisted Living services for up to a maximum of 57 persons.

   The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs. **It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above.** If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living program. If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If You become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this residence, it may be necessary for You to change your apartment within the Residence.

3. The owner of the real property upon which the Residence is located is Greenpoint Special Needs, Inc. The mailing address of such real property owner is 138 Old Liverpool Rd, Liverpool, NY 13088. Daniel J. Suits is the individual authorized to accept personal service on behalf of such real property owner.

4. The Operator of the Residence is Greenpoint Special Needs, Inc. The mailing address of the Operator is 138 Old Liverpool Rd, Liverpool, NY 13088. Daniel J. Suits is the individual authorized to accept personal service on behalf of the Operator.

5. Greenpoint Special Needs has no ownership interest, either legal or beneficial, in any outside entity that provides care, material, equipment or other services to residents of Keepsake Village at Greenpoint.

6. No outside entity or individual that provides care, material, equipment or other services to residents of Keepsake Village at Greenpoint has an ownership interest, either legal or beneficial, in Keepsake Village at Greenpoint.

7. Residents of Keepsake Village at Greenpoint have the right to receive services from service providers with whom Keepsake Village at Greenpoint does not have an arrangement.

8. Residents of Keepsake Village at Greenpoint have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. Keepsake Village at Greenpoint is not certified to receive public funds for the provision of residential, supportive or home health services. As a result, the ability of Keepsake Village at Greenpoint residents to use public funds to pay for residential, supportive or home health services including, but not limited to, Medicare coverage of home health services, may be limited and is subject to Federal and New York State law.

10. The New York State Department of Health's toll-free telephone number for reporting complaints regarding the services provided by the Assisted Living Operator is 1-866-893-6771 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 (1-855-582-6769) to request an Ombudsman to advocate for You. The Local NYSLTCOP telephone number is 1-315-671-5108. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

Keepsake Village at Greenpoint Residency Agreement

Exhibit E-1

Department of Health Consumer Information Guide

Keepsake Village at Greenpoint Residency Agreement

Exhibit F.

Supplemental or Additional Fees

Number	Description	Cost
1	Application Fee	$500
2	Salon service	Variable based on service
3	Off-site escort fee	$65 for 1st 2 hours, $35/hour after
4	Security Deposit	Equal to one month's rent
5		
6		
7		
8		
9		
10		

Keepsake Village at Greenpoint Residency Agreement

Exhibit F.1

Rate or Fee Schedule

Number	Description	Cost
1	Basic Rate – Private Room	$5,995
2	Basic Rate – Semi-Private Room	$4,795
3	Basic Rate – Private Deluxe	$6,175
4		
5		
6		
7		
8		
9		
10		

Keepsake Village at Greenpoint Residency Agreement

Exhibit G.

Property and Items Held by Keepsake Village at Greenpoint for you

Number	Description	Location
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Keepsake Village at Greenpoint Residency Agreement

Exhibit H

Rights and Responsibilities of Residents in Assisted Living Residences

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

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

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

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

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

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

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

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

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

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

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

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

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE (45) DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND

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

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

Keepsake Village at Greenpoint Residency Agreement

Exhibit I

Transfer of Funds or Property to Operator

Keepsake Village at Greenpoint Residency Agreement

Exhibit J

Rules of the Residence and Operator Procedures

Keepsake Village at Greenpoint Residency Agreement

Exhibit K

Resident Grievances and Recommendations

A. You, your immediate family members and your legal representative have the right to present complaints and recommendations for changes and improvements to the operation of Keepsake Village at Greenpoint.

1. Complaints and recommendations may be given to your social worker, nurse manager or any member of Keepsake Village at Greenpoint's management team.

2. If You, your family member or legal representative wants to submit a complaint or recommendation anonymously, You or they should put it in writing and place it in the suggestion box.

KEEPSAKE VILLAGE AT GREENPOINT
ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO THE RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between:

KEEPSAKE VILLAGE AT GREENPOINT (the "Operator")

138 Old Liverpool Road
Liverpool, New York 13088
Telephone: 315-451-4567
Fax: 315-453-1026

"THE RESIDENT" (or "You"):

Name: _____

Address: _____

_____

Telephone: _____

THE "RESIDENT'S REPRESENTATIVE":

Name: _____

Address: _____

_____

Telephone: _____

and

THE "RESIDENT'S LEGAL REPRESENTATIVE":

Name: _____

Address: _____

_____

Telephone: _____

Such Residency Agreement is dated _____, 20__.

(Revised 08.02.17)

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

NOV 06 2017

NYS Department of Health
Reviewer's Initials: CDRO

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 Keepsake Village at Greenpoint located at 138 Old Liverpool Road, Liverpool, New York 13088.

II. Physician Report

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

1. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence, and

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

III. Request for and Acceptance of Admission

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

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

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

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

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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:

1. You hire appropriate nursing, medical, or hospice staff to care for Your increased needs; AND

2. 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

3. 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

4. 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: _____ 20 ___ _____
(Signature of Resident)

Dated: _____ 20 ___ _____
(Signature of Resident's Representative)

Dated: _____ 20 ___ _____
(Signature of Resident's Legal Representative)

Dated: _____ 20 ___ _____
(Signature of Operator or Operator's Representative)

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Div of Adult Care Facilities and
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NOV 06 2017

NYS Department of Health
Reviewer's Initials: CDRO

Exhibit EALR # 1

Keepsake Village at Greenpoint

Addendum to the Residency Agreement

Specialized Programs, Staff Qualifications and Environmental Modifications

Specialized Services:

The Operator will provide a comprehensive and coordinated program of specialized services to regularly observe and assess - in a professional, respectful, competent, and timely manner – Your need for these specialized services in the Residence.

Specialized services are defined as: meal time assistance (including feeding), therapeutic diets, thickening of liquids, the use of gait belts, transfer assistance, assistance with nebulizers, oxygen and/or C-PAP (continuous positive airway pressure) machines, catheter care, and colostomy and urostomy care. Specialized nursing services would include minor dressing changes, fingersticks for glucose testing, administration of SQ (subcutaneous) and IM (intramuscular) injections, administration of PRN medications, instillation of ear drops, ear irrigation, lung auscultation, bowel auscultation, instillation of eye drops and/or ointments, administration of nasal sprays, administration of skin care, creams, or lotions, administration of suppositories, medication administration with vital sign parameters and skilled observations which need to be reported to a physician.

1. Supervision:

    a. The Operator will maintain knowledge of Your general whereabouts.

    b. If You are absent from the Residence and Your whereabouts are unknown, the Operator will:

        i. Undertake immediate efforts to locate You;

        ii. Notify the Police and the Department of Health's regional office; and

        iii. Notify Your family and representative, unless a different arrangement was agreed to in the Residency Agreement.

2. Case Management:

    a. The Operator will assist You to maintain family ties by assisting Your family and representatives to:

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NOV 06 2017

NYS Department of Health
Reviewer's Initials: CDRD

i. adjust to and remain involved with Your initial placement and continued residence at the Residence;

ii. establish, operate, and maintain individual and collective methods or recommendations for change or improvement in Residence operations and programs regarding both individual and congregate Resident-related issues; and

iii. remain active in Your care planning, and remain informed in a timely manner about significant issues regarding Your care, supervision needs and changes made to Your Individualized Service Plan.

b. If You exhibit disruptive or aggressive behavior, the Operator will evaluate You, determine any precipitating factors, make staff aware of the precipitating factors that need to be avoided, and develop a plan to include appropriate interventions and promote Your highest level of functioning.

c. Residence staff will note in Your Individualized Service Plan and case management records if You exhibit disruptive or aggressive behavior or resist the provision of personal care services by Residence staff and include a plan for addressing such behavior or services.

3. Activities:

a. The Operator will provide frequent individual and group activities which are geared toward individuals with Enhanced needs and which are meaningful to all the Enhanced Assisted Living Residents. This programming will be based upon initial and on-going historical and current interests, assessments, and observations.

b. The Operator will provide sufficient staff to ensure that activities programs are available throughout every day and evening.

c. Weather permitting, you will have the opportunity to, and be encouraged to, go outdoors each day with appropriate and sufficient supervision.

4. Food Service:

a. The Operator will offer food to You outside of usual meal times and in a manner that is acceptable to You and appropriate for Your functional abilities, preferences and needs. Your Individualized Service Plan will reflect these needs and preferences.

b. To ensure Your optimal food intake at mealtimes, unless contrary to the physician's orders, prescribed nutritional supplements will be provided to You between and not at the same time as scheduled meals.

5. Community-Based Individual and Agency Linkages:

a. The Operator will undertake initial and on-going efforts to establish community-based individual and agency linkages and contacts, specific to Your needs.

Staffing levels:

The Operator will employ sufficient staff on all shifts to supervise You and respond to Your needs. At a minimum, unless waived by the Department of Health, this will include:

1. A registered professional nurse on duty and on-site at the Residence for eight hours per day, five days a week, and a licensed practical nurse on duty and on-site at the Residence for eight hours per day for the remainder of such week;

2. A registered professional nurse on call and available for consultation 24 hours per day, seven days a week, if not available on-site; and

3. Additional nursing coverage, as determined to be necessary and documented by Your medical evaluation, or otherwise by Your attending physician and/or Individualized Service Plan.

4. At any time when a registered professional nurse is not on duty and on-site at the Residence, the Operator will provide at a minimum sufficient home health aide staff to meet Your care needs.

Training:

The Operator will employ individuals who are appropriately trained, experienced, licensed and/or certified, if applicable, to care for You.

1. In addition to the training required by the Department of Health, home health aides will receive training in first aid and medication assistance, and will be thoroughly oriented to procedures to be followed in emergency situations, as approved by the Department.

Environmental Modifications:

The Operator will provide the following design features to protect Your health, safety and welfare:

1. An automatic sprinkler system throughout the building;

2. A supervised smoke-detection system throughout the building, including all bedrooms;

3. A fire protection system directly connected to the local fire department, or to a 24-hour attended central station;

4. Handrails on both sides of all Resident-use corridors and stairways;

5. A centralized emergency call system in all bedrooms, easily reachable from bedside, and in all Resident-use toilet and bathing areas, easily reachable from each fixture;

6. Smoke barriers to divide each floor into at least two smoke compartments;

7. Bedrooms limited to single or double occupancy;

8. Minimum corridor widths of 60 inches; and

9. Minimum door widths of 32 inches to assure wheelchair accessibility.

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Div of Adult Care Facilities and
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NOV 06 2017

NYS Department of Health
Reviewer's Initials: CDRO

KEEPSAKE VILLAGE AT GREENPOINT
SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO THE RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between:

KEEPSAKE VILLAGE AT GREENPOINT (THE "OPERATOR")

138 Old Liverpool Road
Liverpool, New York 13088
Telephone: 315-451-4567
Fax: 315-453-1026

"THE RESIDENT" (OR "YOU"):

Name: _____

Address: _____

_____

Telephone: _____

THE "RESIDENT'S REPRESENTATIVE":

Name: _____

Address: _____

_____

Telephone: _____

and

THE "RESIDENT'S LEGAL REPRESENTATIVE":

Name: _____

Address: _____

_____

Telephone: _____

KEEPSAKE VILLAGE AT GREENPOINT
ADDENDUM TO THE RESIDENCY AGREEMENT

Such Residency Agreement is dated _____, 20___.

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 Keepsake Village at Greenpoint located at 138 Old Liverpool Road, Liverpool, New York 13088.

II. Request for and Acceptance of Admission.

You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Special Needs Assisted Living Residence (the "Residence") and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications.

Attached as Exhibit S.N. # 1 and made a part of this Agreement is a written description of:

- Specialized services to be provided in the Special Needs Residence;
- Staffing levels;
- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs; and
- Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

NOV 06 2017

NYS Department of Health
Reviewer's Initials: CDRO

IV. 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: _____ 20 ___ _____
(Signature of Resident)

Dated: _____ 20 ___ _____
(Signature of Resident's Representative)

Dated: _____ 20 ___ _____
(Signature of Resident's Legal Representative)

Dated: _____ 20 ___ _____
(Signature of Operator or Operator's Representative)

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Div of Adult Care Facilities and
Assisted Living Surveillance

NOV 06 2017

NYS Department of Health
Reviewer's Initials: CDRD

Exhibit S.N. # 1

Keepsake Village at Greenpoint
Addendum to the Residency Agreement

Specialized Programs, Staff Qualifications and Environmental Modifications

Specialized Services:

The Operator will provide a comprehensive and coordinated program of specialized services to regularly observe and assess - in a professional, respectful, competent, and timely manner - Your need for specialized services in the Residence.

Specialized Services that are tailored for cognitive programming, including but not limited to individuals with mild to moderate dementia or cognitive impairments. These specialized services can include: Hourly location checks for resident safety and engagement and Meal attendance/Meal consumption and a delayed egress system.

1. Supervision:

    a. The Operator will maintain knowledge of Your general whereabouts.

    b. If You become absent from the Residence and the Your whereabouts are unknown, the Operator will:

        i. Undertake immediate efforts to locate You;

        ii. Notify the Police and the Department of Health's regional office; and

        iii. Notify Your family and representative, unless a different arrangement was agreed to in the Residency Agreement.

2. Case Management:

    a. The Operator will assist You to maintain family ties by assisting Your family and representatives to:

        i. adjust to and remain involved with Your initial placement and continued residence at the Residence;

        ii. establish, operate, and maintain individual and collective methods or recommendations for change or improvement in Residence operations and

programs regarding both individual and congregate Resident-related issues; and

iii. remain active in Your care planning, and remain informed in a timely manner about significant issues regarding Your care, supervision needs and changes made to Your Individualized Service Plan.

b. If You exhibit disruptive or aggressive behavior, the Operator will evaluate You, determine any precipitating factors, make staff aware of the precipitating factors that need to be avoided, and develop a plan to include appropriate interventions and promote Your highest level of functioning.

c. Residence staff will note in Your Individualized Service Plan and case management records if You exhibit disruptive or aggressive behavior or resist the provision of personal care services by Residence staff and include a plan for addressing such behavior or services.

3. Activities:

a. The Operator will provide frequent individual and group activities which are geared toward individuals with special needs and which are meaningful to the all Special Needs Assisted Living Residents. This programming will be based upon initial and on-going historical and current interests, assessments, and observations.

b. The Operator will provide sufficient staff to ensure that activities programs are available throughout every day and evenings.

c. Weather permitting, You will have the opportunity to, and be encouraged to, go outdoors each day with appropriate and sufficient supervision.

4. Food Service:

a. The Operator will offer food to You, outside of usual meal times and in a manner that is acceptable to You and appropriate for Your functional abilities, preferences and needs. Your Individualized Service Plan will reflect these needs and preferences.

b. To ensure Your optimal food intake at mealtimes, unless contrary to the physician's orders, prescribed nutritional supplements will be provided to You between and not at the same time as scheduled meals.

5. Community-Based Individual and Agency Linkages:

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a. The Operator will undertake initial and on-going efforts to establish community-based individual and agency linkages and contacts, specific to the Your needs.

Staffing levels:

The Operator will employ sufficient staff on all shifts to supervise You and respond to Your needs. At a minimum, this will include:

1. Additional coverage, as determined to be necessary and documented by Your medical evaluation, or otherwise by Your attending physician and/or Individualized Service Plan.

2. At all times the Operator will provide at a minimum sufficient home health aide staff to meet Your care needs.

Training:

The Operator will employ individuals who are appropriately trained, experienced, licensed and/or certified, if applicable, to care for You.

1. In addition to the training required by the Department of Health, home health aides will receive training in first aid and medication assistance, and will be thoroughly oriented to procedures to be followed in emergency situations, as approved by the Department.

Environmental Modifications:

The Operator will provide the following design features to protect Your health, safety and welfare:

1. An automatic sprinkler system throughout the building;

2. A supervised smoke-detection system throughout the building, including all bedrooms;

3. A fire protection system directly connected to the local fire department, or to a 24-hour attended central station;

4. Handrails on both sides of all Resident-use corridors and stairways;

5. A centralized emergency call system in all bedrooms, easily reachable from bedside, and in all Resident-use toilet and bathing areas, easily reachable from each fixture;

6. Smoke barriers to divide each floor into at least two smoke compartments;
7. Bedrooms limited to single or double occupancy;
8. Minimum corridor widths of 60 inches; and
9. Minimum door widths of 32 inches to assure wheelchair accessibility.
10. A delayed egress system on all outside exit doors with alarms to a centralized system.
11. Window stops permitting opening to a maximum of four (4) inches.

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