Braemar Living at Wallkill

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

This agreement ("Agreement") is made between The Hamlet at Wallkill, LLC (the "Operator"), doing business as Braemar Living at Wallkill, _____ _____ (the "Resident" or "You"), and _____ _____ (the "Resident's Representative," if any) and _____ (the "Resident's Legal Representative," if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 21 Riverside Drive, Middletown, NY 10941 as an Assisted Living Residence ("The Residence") known as Braemar Living at Wallkill and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence ("EALR"), and a Special Needs Assisted Living Residence ("SNALR").

B. You have submitted a written report from Your physician to the Operator which report states that (a) Your physician has physically examined You within the last 30 days and (b) You are appropriate for admission to the Residence.

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

AGREEMENT

I. Housing Accommodations and Basic 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 the 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 garden area.
3. **Furnishings/Appliances Provided by the Operator:** Attached as Exhibit I.A.3. is an Inventory of furnishings, appliances and other items

supplied by the Operator in Your apartment/room. You are responsible for the normal care of these items.

4. **Furnishings/Appliances Provided by You:** Attached as Exhibit I.A.4. 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 appliance 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 ("ISP").

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 Services Plan: regular, no salt added or no concentrated sweets;
2. **Activities:** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs and will post a monthly schedule of activities in a readily visible common area of the Residence.
3. **Housekeeping:** Housekeeping of common areas and weekly vacuuming of the apartment unit, trash removal and cleaning of the bathroom and kitchenette will be provided;
4. **Linen Services:** Towels and washcloths, pillow, pillowcase, blanket, bed sheets, and bed sheets (all clean and in good condition) will be provided;
5. **Laundry of Personal Clothing:** Upon Your request, the Operator will provide weekly personal laundry, or as often as necessary;
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:** Including some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, medication acquisition, storage and disposal, and assistance with self-administration of medication;

9. **Development of Individualized Service Plan:** An Individualized Services Plan will be developed to address the Resident's needs. The Individualized Services Plan will be updated every six (6) months or when there is a change in health.

C. Supplemental Services

Exhibit I.C. describes in detail, any supplemental services available from the Operator directly or through arrangements with the Operator for a supplemental fee. Such exhibit states who would provide such services or amenities, if other than the Operator. A supplemental fee must be at Resident's option, and any charges for supplemental services shall be made only for services and supplies that are actually supplied to the resident. 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.)*.

D. Licensure/Certification Status

A listing of all providers offering home care of 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 the Agreement. Such Exhibit will be updated as frequently as necessary.

II. <u>Disclosure Statement</u>

The Operator is disclosing information as required under Public Health Law Section 4658(3). Such disclosures are contained in Exhibit II.

III. Fees

A. Basic Rate: Tiered Fee Arrangement

The Residence operates with a tiered fee arrangement, in which the amount of Your Basic Rate depends upon the type of services provided, The Basic Rate for each resident will be determined by the level of care the Residents is assigned based upon his or her needs, as set forth in Exhibit III.A. If the Basic Rate is adjusted, You will be given the notice required as set forth in Section III. F.

B. Community Fee and Security Deposit

A Community fee is a one-time fee that the Operator may change at the time of admission. 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. The Operator charges a non-refundable Community Fee as set forth in Exhibit III.B.

The Operator charges a security deposit equal to one month's Housing Accommodation rate, which will be due prior to Your date of admission. If You do not pay Your Basic Rate on a timely basis, the Operator may use Your security deposit to pay for any amount that You owe to Operator. The Operator will deposit Your security deposit as permitted by law. Your security deposit will bear interest as required by law. Your security deposit and any interest earned thereon, less any unpaid amounts You may owe to Operator, will be returned to You within three (3) business days following Your Discharge Date.

C. Supplemental Fees

Supplemental fees are charged for Supplemental services, which are described and detailed in Section I.C. and Exhibit I. C.

D. Rate Summary

Attached as Exhibit I. is a summary of charges, which lists Your charges for housing accommodations for your selected room and currently applicable tier, as well as all

additional, supplemental and one time fees, such as the Community Fee of the Residence. The Resident, Resident's Representative and Resident's Legal Representative If any) agree that the Resident will pay and the Operator agrees to accept, the amounts set forth in Exhibit I.

E. Billing and Payment Terms.

1. Payment is due by the 1st of each month and shall be delivered to Braemar Living at Wallkill at 21 Riverside Drive, Middletown, NY 10941.
2. 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 Operator will issue a thirty (30) day written notice of termination of this Agreement, in accordance with the applicable regulations.

F. Adjustments to Rate and 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 increase, subject to the exceptions state in paragraphs 3, 4 and 5 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to Your by the Operator, once You have been admitted as a Resident.
3. If You, or Your Resident Representative or Legal Representative agrees in writing to a specific Rate or Fee increase, through an amendment of this Agreement, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
3. 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.

4. If the Operator determines that the level of care it is providing Resident is not appropriate for his or her needs, Operator will consult with the Resident and implement a change in the level of care. Operator will also inform Resident's Representative and Resident's Legal Representative, if applicable, of the change and the Basic Rate which will, through and adjustment to this Agreement, be adjusted accordingly and effective immediately.

5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

G. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence for as long as You continue to pay Your Housing Accommodations Rate as shown in Exhibit I. 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

A. Upon termination of this Agreement or at the time of Your discharge, but in no case more than three (3) business days after You leave the Residence, the Operator must provide You, Your Representative or Legal Representative or any person designated by You with a final written statement of Your account and PNA, if any, at the Residence.

B. The Operator must also return at the time of Your discharge, but in no case more than three (3) business days after Your leave the Residence, any of Your money or property, which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s), which You have made.

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

D. 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 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, and the Operator agrees to accept such items, 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 hereto as Exhibit V. Such listing shall include any agreements made by third parties for Your benefit.

VI. Property or Items of Value Held in Our Custody for You

If, upon admission or any other time, You wish to place property or things of value in Our custody and We agree 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 will be Your property.

VIII. Tipping

We will 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

A. The Operator agrees to offer to establish a personal needs 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.

B. 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 nor have I applied for, either SSI or SNA funds ____

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

X. Admission and Retention Criteria for an Assisted Living Residence

A. 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.

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

C. The Operator has conducted such evaluation of You 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.

D. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

E. 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 Enhanced Assisted Living care the "Enhanced Assisted Living Residence Addendum" will apply.

F. 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 24-hour skilled

nursing care, Enhanced Assisted Living Care may be provided to certain persons who desired to continue to age in place in and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum. .

XI. Rules of the Residence

Attached as Exhibit XI are the Rules of the Residence. By signing this agreement, You and Your Representative(s) agree to obey all reasonable Rules of the Residence.

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

A. You or Your Representative or Your Legal Representative, to the extent specified in this Agreement, are responsible for the following:

1. Payment of the Basic Rate and any authorized and agreed to Supplemental, Community or Additional Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses, including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of a change in health care proxy, changes in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

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

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.
2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.

3. Make the appropriate monthly payments as agreed to in this Agreement

4. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

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

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.

2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.

3. Make the appropriate monthly payments as agreed to in this Agreement

4. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

D. The Operator shall be responsible for the following:

In the event that the Resident's Health Care Proxy has been provided to the Operator, and that person is not the Resident's Representative or the Resident's Legal Representative, the Operator shall notify the Resident's Health Care Proxy to make medical decisions when Resident is unable to make such decisions for himself or herself.

XIII. Termination and Discharge

A. This 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 written notice from You or Your Representative to the Operator of Your intention to terminate this Agreement and leave the Residence;

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 this 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.

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

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;

2. 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, assist 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 its 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 Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the residents' continued safety and care.

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

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

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

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

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

XIV. Transfer

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

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself or others;
3. When a Receiver has been appointed under the provisions of the New York 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.

B. 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 transferred. 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.

C. If the basis for the transfer permitted under paragraphs A and B above no longer exists, You are deemed appropriate for placement in this Residence and if this Residency Agreement is still in effect, You will be readmitted.

XV. Resident Rights and Responsibilities

Attached as Exhibit XV 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

A. 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. In addition, such procedures will be posted in a readily visible common area of the Residence.

B. 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.

C. Complaint handling is a direct service of the Long Term Care Ombudsman Program, which is a federal advocacy program dedicated to protection people living in long term care facilities. 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. The statewide toll free number for the Long Term Care Ombudsman Program is 1-800-342-9871. The local number is 845-229-4680.

XVII. Miscellaneous Provisions

A. This Agreement constitutes the entire agreement of the parties. Each Exhibit referenced herein is attached to and made a part of this Agreement.

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 New York law and regulation shall be null and void.

C. The parties agree that 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.

D. 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)

XIX. (Optional) Personal Guarantee of Payment

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

_____

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

XX. (Optional) Guarantor of Payment of Public Funds

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

_____ _____

(Date) (Guarantor's Signature)

_____

Guarantor's Name (Print)

EXHIBIT I

SUMMARY OF CHARGES

Housing Accommodations:

Apartment # _____ _____private or _____ semi-private

Housing Accommodations Monthly Rate $_____

Personal Care Service Tiers:

See Exhibit III.A. for descriptions. Check one:

____ Tier I
____ Tier II
____ Tier III
____ Tier IV
____ Tier V
____ Dementia Program (SNALR)

Personal Care Monthly Rate $_____

Your Total Monthly Basic Rate: $_____
*** Due the 1st of each month**

Additional One-Time Fees

Security Deposit $_____

Community Fee $_____

Your Total one-time Fees $_____
Your Total Monthly Rate
* prorated to ___ days $_____

Total Due Prior to Move-in $_____

EXHIBIT I.A.1

IDENTIFICATION OF APARTMENT/ROOM

As of the date of Your admission, Your room will be _____, a private or semi-private room (strike out unit type not applicable). In the event that a room change is necessary, the Operator will reassign You to a like room, if available. The Operator or the Operator's designee will assist You in moving your items.

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

1. Single bed and mattress
2. Pillow
3. Chair
4. Table
5. Lamp
6. Lockable storage facilities
7. Individual dresser and closet space
8. A hinged entry door
9. Two sheets, pillowcase, one blanket, bedspread, towels and washcloths, soap, toilet tissue.

EXHIBIT I.A.4

FURNISHINGS/APPLIANCES PROVIDED BY YOU

List any items here

ITEMS NOT ALLOWED

- Cooking Appliances (other than auto shut off tea kettles/coffee makers)
- Incense or Candles
- Extension cords
- Outlet adapters and 2, 3, or 4 way plugs
- Heating blankets/heating pads
- Bed side rails
- Potpourri burners
- Frayed cords
- Large refrigerators
- Air conditioners not approved by the Operators
- Installation or alteration of electrical equipment is prohibited
- Antennas that extend outside room windows or be attached to the outside of building
- Door stops or wedges
- Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Stern-o Cans
- Fire arms/weapons of any type/ammunition
- Fireworks
- Grills of any type
- Curtains made from material that is not a fire retardant material
- Gasoline powered equipment
- Heating units (space heater)
- Kerosene or Oil Lamps
- Sun lamps
- Heating elements (immersion type)
- Narcotics/illegal drugs
- Lamps without proper shades
- Waterbeds/water mattress

EXHIBIT I.C

SUMPPLEMENTAL SERVICES AVAILABLE

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
Professional Hair Grooming	As set by provider	Third Party Provider
Cable, Phone and Internet Bundle	$69.99/mo	Frontier
Optional Personal Emergency Response System (PERS) Pendant	$10.00/mo $100 one time charge	Operator Operator

EXHIBIT I.D

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

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

Hudson Valley Home Health Care LLC at Licensed Home Care Services Agency (the "LHCSA"), who provides services to ALP and EALR residents.

EXHIBIT II

DISCLOSURE STATEMENT

The Hamlet at Wallkill, LLC (The Operator) as Operator of Braemar Living Wallkill (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 XVII of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate at 21 Riverside Drive, Middletown, NY 10940, and an Assisted Living Residence, as well as an Adult Home.

3. The Operator is also certified to operate at the Residence as an Enhanced Assisted Living Residence, and a Special Needs Assisted Living Residence. The additional Enhanced Assisted Living certification will allow residents to age in place. The additional Special Needs Assisted Living certification 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 Special Needs Assisted Living services, as long as the other conditions of the 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 60 persons.

B. Special Needs Assisted Living services for up to a maximum of 24 persons.

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

It is important to note The Operator is currently approved to accommodate within the Enhanced Assisted Living and Special Needs Assisted Living programs, only up to the number of persons stated above. If You become appropriate for the Enhanced Assisted Living Residence services, or Special Needs Assisted Living Residence services, and one of those units is available, You may be eligible to be admitted into the Enhances Assisted Living Residence unit, or Special Needs Assisted Living Residence unit (or program). If

however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representative 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 (room, unit, apartment) within the Residence.

4. The owner of the real property upon which the Residence is located is Wallkill Realty Partners, LLC. The mailing address of such real property owner is 800 Westchester Avenue, Suite S-712, Rye Brook, New York 10573. The following individual is authorized to accept personal services on behalf of such real property owner, FilBen Development LLC, Administrative Assistant, 800 Westchester Avenue, Suite S-712, Rye Brook, NY 10573.

5. The Operator of the Residence is The Hamlet at Wallkill, LLC. The mailing address of the Operator is 800 Westchester Avenue, Suite S-712, Rye Brook, NY 10573. The following individual is authorized to accept personal services on behalf of such real property owner, FilBen Development LLC, Administrative Assistant, 800 Westchester Avenue, Suite S-712, Rye Brook, NY 10573.

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

7. 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.

8. All residents have the right to receive services from any provider of his/her own choice regardless of who the Operator uses, as long as these services can be

coordinated and benefits the care of the Resident, and do not interfere in the smooth operation of the Residence.

9. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

10. Public funds are available to individuals who qualify for payment of residential, supportive or home health services. Medicare provides limited coverage 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.

11. 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 or regarding Home Care Services is 1-866-893-6772.

12. 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. (845) 229-4680 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

EXHIBIT III.A

TIERED FEE ARRANGEMENT

The following services and amenities are available, and are further described on the next page.

Monthly Packages	Hours of Care & Frequency	Start of Care Date	Amount Payable by Resident (in addition to housing rate)
Tier I			$0
Tier II			$700
Tier III			$1620
Tier IV			$2250
Tier V			$2940
Dementia Day Program (SNALR)			$2940

- Housing Rate is $4250/month for a Friendship Suite (one room in a two-room suite) and $4750/month for a Private Room.
- Levels of Care are determined by the Nursing Functional Assessment.
- The rates above are the monthly rate per person.
- Residents admitted to the Assisted Living Program (ALP) will be subject to a different fee arrangement, which is set forth in the ALP addendum signed upon admission to the ALP.

ANY FEES LISTED UNDER SUPPLEMENTAL, ADDITIONAL AND COMMUNITY FEES (EXHIBITS I.C. AND III.B) ARE IN ADDITION TO THE MONTHLY TIER RATE YOU ARE REQUIRED TO PAY.

TIERED FEE ARRANGEMENT

The Operator uses a tiered fee arrangement ("Tier"), in which the amount of the Basic Rate depending upon the types of services provide. The fees for each Tier of care, are set forth in detail below. Each Resident is assigned a Tier of care upon admission after the completion of an assessment and an Individualized Service Plan. The Individualized Service Plan will be reviewed and revised and the assessment renewed whenever necessary, but not less than every six (6) 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. Any increases in the Basic Rate or any Additional or Supplemental Rate or Fees will be preceded by written notice no less than forty-five (45) days prior to the anticipated changes.

Assisted Living Residence Tiered Services Levels

Services	**Tier I***	**Tier II***	**Tier III***	**Tier IV***	**Tier V***	**Dementia Program (SNALR)**
Bathing	No supervision required.	Minimal assistance with showering and bathing. Verbal cues to initiate bathing/showering, including setup of supplies. Assistance with safe care moving in and out of the tub or shower.	Intermittent hands on assistance with showering and bathing (undressing, washing, drying and redressing). Assistance with self care moving in and out of shower. Set up of supplies.	Regular hands on assistance with showering and bathing (undressing, setting up supplies, washing, drying and redressing). Assistance moving in and out of shower. Set up of supplies.	Same as Tier IV	Per SNALR addendum.
Personal Grooming	No assistance required.	Cues to initiate and complete grooming. May include set up of grooming materials. Hands-on assistance with shaving and denture care, if required.	Intermittent assistance to complete grooming.	Regular hands on assistance to complete grooming.	Same as Tier IV	Per SNALR addendum.

Dressing	No supervision required.	Cues to initiate dressing. May have to offer and encourage proper selection of clothing choices.	Intermittent assistance with dressing, laying out clothing and cueing to get dressed or undressed.	Regular hands on assistance with dressing.	Same as Tier IV	Per SNALR addendum.
Mobility	No mobility impairments.	No mobility impairments.	Uses assistive device (cane, walker, etc.) for ambulation. May need to monitor for perceptual difficulties.	Uses assistive device (cane, walker, etc.) for ambulation. May need to monitor for perceptual difficulties.	Same as Tier IV	Per SNALR addendum.
Toileting	No assistance required.	No assistance required.	Requires intermittent supervision for safety. Minor physical assistance with continence management, up to 12 hours per day. (Clothing adjustment or washing hands.)	Extensive assistance with regular management. Please note, the Facility is only able to assist with managed incontinence. Incontinent care provided 24 hours per day.	Same as Tier IV	Per SNALR addendum.
Eating	No assistance required; however, accountability as to presence at mealtime.	No assistance required; however, accountability as to presence at mealtime. Escort to meals.	May required intermittent assistance with meals, such as cutting food, buttering bread or using condiments.	Requires continual help (encouragement, assistance) with eating or meal will not be completed. Requires assistive devise to complete	Same as Tier IV	Per SNALR addendum.

				meal (i.e. divided plate, built up utensils).		
Medication Management	Can self-administer mediations and requires coordination with medical appointments. Includes all medication passes.	Requires assistance with coordination of medical appointments. Includes all medication passes.	Requires assistance with coordination of medical appointments. Includes all medication passes.	Requires assistance with coordination of medical appointments. Includes all medication passes.	Same as Tier IV	Per SNALR addendum.
Skilled Nursing	Not applicable	Not applicable	Not applicable	Not applicable	Requires skilled Nursing services listed in the EALR addendum	Not applicable

*Placement into Tier II or above is for those residents identified as requiring more than 3.75 hours of personal care per week.

EXHIBIT III. B.
COMMUNITY FEE AND SECURITY DEPOSIT

1. A Community Fee (i.e. Move-In Fee) is a one-time fee that is charge at the time of admission to all new Residents of the Residence. This fee is $1000.00. This fee is non-refundable.
2. The Operator collects a security deposit in the amount of $1,000.00 from each resident.

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

EXHIBIT XI.
RULES OF THE RESIDENCE

1. The Operator is committed to ensuring the well-being and safety of Residents and thus, NO SMOKING is permitted in the Residence. Smoking is permitted in designated area outside the building.

2. All visitors and Residents must sign in and out when entering or leaving the Residence. For Your safety, all absences past 9:00 pm, overnight absences and planned missed meals should be reported to the front desk.

3. All meals are served in the dining room.

4. No storage of perishable food is permitted in Resident rooms outside of the refrigerator.

5. Vitamins, herbal medications and over-the-counter medications (collectively "Medications") must always be kept under lock and key. In addition, the Operator's Wellness staff must be aware of all these items, in order to avoid adverse reactions with Your regular medication regimen. This is for Your own safety. All Medications must have a physician's order on file with the Operator's Wellness staff.

6. If You are handling Your own Medications, the Operator's Wellness staff must be informed of Your Medications. Any Medications stored in Your room must be under lock and key.

7. Fire drills, as per fire department regulations, must be attended.

8. You must submit to the Operator, at least on an annual basis, a medical evaluation completed by a provider of Your own choice.

9. You must submit to the Operator proof of all immunizations, TB testing and all other health information to the extent required by the New York State Department of Health within thirty (30) days prior to admission to the Residence.

10. No pets of any kind are permitted in the facility.

11. No alcoholic beverages or recreational drugs are permitted on the premises or in Residents' units.

12. No overnight visitors are permitted in the Resident's units.

13. Quiet hours are from 10:00 PM to 7:00 AM.

EXHIBIT XV.

STATEMENT OF RESIDENT RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER

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

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

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

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

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

(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 A THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING RESIDENCE 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. IF THE RESIDENT HAS BEEN FOUND TO LACK CAPACITY TO EXERCISE THESE RIGHTS, AS FOUND BY A COURT OF COMPETENT JURISDICTION TO EXERCISE THESE RIGHTS, THE RIGHTS SHALL BE EXERCISED BY AN INDIVIDUAL, GUARDIAN, OR ENTITY LEGALLY AUTHORIZED TO REPRESENT THE RESIDENT;

EXHIBIT XVI

OPERATOR PROCEDURE: 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 concerns to the Operator confidentially, You should write them down and place them in the Residence's 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 or Activities Director.

5. Upon receipt of the written grievance or suggestion, the Administrator or Activities Director will evaluate and initiate the action or resolution 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 maybe 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 suggestion will be responded to in writing.

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

The Facilities policy and procedures regarding resident concerns, complaints and grievances are as follows:

Resident Concerns, Complaints and Grievances

A. Purpose

To ensure that resident concerns, complaints and grievances are responded to in an appropriate and timely manner and to provide a mechanism for the receipt, documentation, investigation and response to such complaints and grievances.

B. Policy

Residents will have the opportunity to express their concerns regarding the services provided by Braemar Living at Wallkill without threat or fear of reprisal or discrimination. Complaints, written or verbal, will be investigated and its resolution documented in a timely manner.

C. Procedure

1. At the start of care, the resident will be provided with verbal and written information concerning the procedure by which to voice concerns regarding services provided by Braemar Living at Wallkill.
2. The resident will be informed that complaints can also be submitted to the New York State Department of Health and given the telephone number of the local area office. The resident will also be informed that they may contact the Orange County Ombudsman and be provided with that contact phone number.
3. Braemar Living at Wallkill staff will encourage residents to contact the Braemar Living at Wallkill Administrator to discuss their concerns. These concerns shall be documented in the complaint log.
4. Upon receipt of a complaint or grievance, facility staff will:
    a. Listen to the complaint expressed by the resident
    b. Provide Resident Complaint forms to the resident and assist the resident in returning the written complaint to the Braemar Living at Wallkill Administrator
    c. Notify the appropriate director of the complaint
5. The Director or their designee will:
    a. Review all returned resident complaint forms
    b. Maintain a complaint log manual that indicates the date and receipt of the complaint, the name of the resident, nature of the complaint and the resolution of the complaint. When a complaint is received, whether written or verbal, it is to be documented in the log.
    c. In order to clarify oral complaints the facility may request that the complainants express their concern in writing or sign the written statement on the Resident Complaint form. However, a complainant's refusal or inability to express a complaint in writing does not absolve the facility from responsibility for its investigation.

6. The Director or their designee will initiate a problem solving process to deal with the resident complaints:
    a. Inform the resident that the complaint has been received within 72 hours of receipt

b. Assess with the resident the exact nature of the complaint and the probable cause of the complaint
c. Review and provide a written response to all written complaints and a verbal response (documents as such) to oral complaints within 15 days of the complaint
d. Plan appropriate corrective action. Implement a corrective action plan, including an explanation of the complaint investigation findings and the decisions rendered to date in the written response.
e. Evaluate the outcome of the implemented corrective action to determine if the cause of the resident concern has been corrected
f. The facility notifies the complainant that he/she may complain to the New York State Department of Health or the Orange County Ombudsman at any time
g. If the complainant files an appeal, it is to be reviewed and responded to by a member of the governing authority within thirty (30) days of the appeal.

7. The facility Administrator must take appropriate action to expeditiously resole any deficiencies noted. The records of the complaints and appeals are to be retained for three (3) years from resolution in the facility's corporate site and are made available to representatives of regulatory agencies upon request.

8. The Director will:
    a. Present information regarding the resident' complain/concern to the facility's Quality Improvement Committee
    b. Respond to the recommendation of the Quality Improvement Committee regarding resident complaints as appropriate
    c. File completed Resident Complain forms in the facility's Resident Complaint Administrative file
9. The Quality Improvement Committee will:
    a. Review all resident complaints/concerns as appropriate
    b. Make recommendations relative to resident complaints as appropriate
    c. Audit all charts of residents who have expressed a complaint, at their next scheduled meeting
    d. As appropriate, begin the appeals process with review by a member or committee of the governing body within 30 days of receipt of the appeal of the complaint.

10. A locked suggestion box will be provided for further opportunity for residents to offer any anonymous thoughts, suggestions, grievances or complaints by residents at any time. The locked box will be opened by the Administrator and/or Director of Resident Services, and any suggestions or complaints will be documented and reviewed. Such suggestions or complaints will be investigated and, if necessary, corrective actions will be implemented in a timely manner, while protecting the rights of those involved and confidentiality of the resident. In addition, suggestions will be reviewed monthly at the resident council meetings and appropriate department head notification will be made. Complaints will be reviewed at the Resident Council meetings, and a resolution presented within twenty-one days, in a manner that protects Resident privacy.

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