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

January 28, 2019

Ms. Nancy Sciocchetti, Esq.
Mercury Public Affairs
194 Washington Avenue, Suite 320
Albany, New York 12210

Re: Residency Agreement for The Sentinel of Port Jervis, Project # 3138OFD2

Dear Ms. Sciocchetti:

Thank you for your e-mail on Friday, January 18, 2019, outlining the corrections to your proposed Residency Agreement for The Sentinel of Port Jervis.

The main body of your Residency Agreement and the EALR Addendum is approved contingent upon receipt of your Operating Certificate for AH/ALR/EALR. Enclosed is a copy of the approved Residency Agreement for your records and immediate use.

Please be advised that the approved Residency Agreement may not be altered without prior Department approval, pursuant to 10 NYCRR 1001.8(f)(6). If you wish to propose any revisions to this agreement, prior to implementation, you must first submit the changes to my office for review and approval to:

Residency/Admission Agreement Coordinator
New York State Department of Health
Division of Adult Care Facility/Assisted Living Surveillance
Bureau of Licensure and Certification
875 Central Avenue
Albany, New York 12206

Failure to submit the revisions and receiving Department approval prior to implementing a Residency Agreement may result in enforcement action and the imposition of civil penalties.

As always, thank you for your cooperation.

Sincerely,

Valerie A. Deetz

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

cc: B. Barrington
R. Dillon
L. O'Connell

Enc. Approved Residency Agreement

THE SENTINEL OF PORT JERVIS
AN ASSISTED LIVING COMMUNITY

RESIDENCY AGREEMENT

Assisted Living
Enhanced Assisted Living
Assisted Living Program

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH CENTRAL OFFICE
INITIALS CO DATE 1/28/19

December 30, 2018

_____ Res.
_____ Rep.

MODEL RESIDENCY AGREEMENT
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DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH CENTRAL OFFICE
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TABLE OF EXHIBITS

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH CENTRAL OFFICE
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RESIDENCY AGREEMENT

This agreement is made between The Sentinel of Port Jervis, LLC the "Operator",

_____ (the "Resident" or "You"), _____(the "Resident's Representative", if any) and_____(the "Resident's Legal Representative", if any).

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 2247 Greenville Turnpike Port Jervis NY 12771 as an Assisted Living Residence ("The Residence") known as The Sentinel of Port Jervis.

The Operator is also certified to operate, at this location, an Adult Home, Assisted Living Program (ALP) and an Enhanced Assisted Living Residence (EALR).

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

AGREEMENTS

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.

Housing Accommodations and Services

Your Apartment/Room. You may occupy and use a: **(Check one) Private Room ( ) or Semi-Private Room ( )** identified on Exhibit I.A.1., subject to the terms of this Agreement.

Common areas. You will be provided with the opportunity to use the general purpose rooms at the Residence such as **Sun/Theater Rooms, TV Lounges, Resident Library, Resident Recreation Areas, Private Dining Room and Outdoor Patios.**

Furnishings/Appliances Provided By The Operator. Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in your room.

Furnishings/Appliances Provided by You
Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your **room**. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

_____ **Res.**

_____ **Rep.**

Basic Services

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

1. **Meals and Snacks. Three** nutritionally well-balanced meals per day and one snack per day (including a nutritious evening snack) are included in Your Basic Rate. The **following diets** will be available to you if ordered by your physician and included in Your Individualized Service Plan: **Regular, No Added Salt and/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.**
4. **Linen Service. Towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; will be provided clean and in good condition**.
5. **Laundry of Your personal Washable clothing.**
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as 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.** Include some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage and disposal, assistance with self-administration of medication.
9. **Development of Individualized Service Plan (ISP).** An ISP will be developed to address the resident's needs and will be updated every 6 months or when there is a change in health.

Additional Services

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional, supplemental or community fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

Licensure/Certification Status

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

Disclosure Statement

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

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DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
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Fees

Basic Rate

(1) Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement. (*the "Basic Rate").*

The Basic Rate as of the date of this agreement is: $_____ per month $_____ per week

Supplemental, Additional or Community, Fees

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

A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may chose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence.

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

Rate or Fee Schedule

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

Billing and Payment Terms

A late fee of 1.5% per month will be assessed on any payment due that is not received before the 7th of the month and on any outstanding balances, 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 such sums are actually due in 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. All payments should be mailed to the facility at 2247 Greenville Turnpike, Port Jervis, NY 12771 Attn: Business Office or dropped off at the front desk.

If you or your representative or your legal representative is no longer able to pay for the services provided for in this agreement or additional services or care needed by you, then the administration will be available to meet with you to discuss alternative living arrangements to accommodate you at our facility or at other facilities. If an accommodation cannot be made, then this agreement will be terminated. Termination of this agreement will be in accordance with the provisions set forth in section XIII.

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Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.
3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.
5. 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.

Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. **The charge for this reservation is the agreed upon monthly rate.** (The total of the daily rate for a one-month period may not exceed the established monthly rate). Rooms may be reserved indefinitely, subject to any increase made pursuant to Section III. G. above. A provision to reserve a residential space does not supercede 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.

Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of your discharge, but in no case more than three business days after you leave the Residence, the Operator must provide you, Representative or Legal Representative or any person designated by you with a final written statement of your payment and personal allowance accounts at the Residence. The Operator must also return at the time of your discharge, but in no case more than three business days any of your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which you have made.
If you die, the Operator must turn over Your property to the legally authorized representative of your estate.
If you die without a will and the whereabouts of your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of your estate.

Transfer of Funds or Property to Operator

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

Res. _____
Rep. _____

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

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

Fiduciary Responsibility

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

Tipping

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

Personal Allowance Accounts

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with You or Your Representative.
You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

You must complete the following:

I receive SSI funds _____ or I have applied for SSI funds_____
I receive SNA funds____ or I have applied for SNA funds____
I do not receive either SSI or SNA funds _____

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

Admission and Retention Criteria for an Assisted Living Residence

1. 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.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

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5. If You are residing in the Basic Assisted Living Residence and Your care needs subsequently change in the future to the point that You require, either, Enhanced Assisted Living care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living Unit.
6. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
   (a) chronically require the physical assistance of another person in order to walk; or
   (b) chronically required the physical assistance of another person to climb or descend stairs; or
   (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
   (d) have chronic unmanaged urinary or bowel incontinence.
7. Enhanced Assisted Living Care is provided at The Sentinel of Port Jervis.
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

Rules of the Residence (if applicable)

Attached as Exhibit XI. and made a part of this Agreement are the Rules of the Residence. By signing this agreement, You and Your representatives agree to obey all reasonable "Rules of the Residence".

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

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

- Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
- Supply of personal clothing and effects.
- Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third party coverage.
- 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.
- Informing the Operator promptly of change in health status, change in physician, or change in medications.
- Informing the Operator promptly of any change of name, address and/or phone number

Termination and Discharge

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

1. By mutual agreement between You and the Operator;
2. Upon **30** days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;

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3. Upon 30 days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

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

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

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

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

Both You and the Operator are free to seek any other judicial relief to which they may be entitled. The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

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Transfer

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

1. When You develop a communicable disease, medical or mental condition, or sustains and injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself or others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been moved. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

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

Resident Rights and Responsibilities

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

Complaint Resolution

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

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

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

Miscellaneous Provisions

This Agreement constitutes the entire Agreement of the parties.

1. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
2. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

Res. _____

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

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)

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NYSDOH CENTRAL OFFICE
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(Optional) **Personal Guarantee of Payment**

_____ personally guarantees payment of charges for Your Basic Rate.

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

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

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(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)

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NYSDOH CENTRAL OFFICE
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_____ **Rep.**

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

Room # _____

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

❖ **Bedroom furnishings**

1. Resident's rooms contain no more than two beds.

2. Each resident is provided with a standard size bed with a mattress and box spring, pillow, bed linens, bed spread and blankets maintained by the facility.

3. A wardrobe or closet is provided along with a desk and a desk lamp. A lamp is also provided over the bed.

4. A chair is provided for each resident.

5. A dresser is provided for each resident.

6. The room is equipped with a Television and basic cable television

7. A lockable storage cabinet for personal articles and medications.

8. A hinged entry door.

9. Microwave (a signed form will be required from resident physician attesting to resident's ability to properly use the microwave. In the event of a shared room, both residents will need the form).

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I _____ **Res.**

_____ **Rep.**

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents are encouraged to furnish their suite to their liking, as long as their furnishings and appliances do not pose a fire or safety hazard.

_____

_____

_____

_____

_____

_____

You may not have the following items in your room:

Hot plates or other cooking devices,

Coffeemakers

Irons

Check here if this page is not presently relevant: [ ]

_____

Operator Signature

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NYSDOH CENTRAL OFFICE
INITIALS lo DATE 1/28/19

_____ **Res.**

_____ **Rep.**

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

Item	Additional Charge	Provided By
Dry Cleaning	Vendor Cost	Outside Providers
Professional Hair Grooming	Vendor Cost	Outside Providers
Personal Toilet Articles	Vendor Cost	Outside Providers
Commissary Goods	Cost Varied	Facility
Medical Transportation	As agreed upon	Outside Providers
Cultural/Activities Transportation	As agreed upon	Outside Providers
Long Distance Telephone Service	Vendor Cost	Outside Providers
Local Phone Service	Vendor Cost	Outside Providers
Air Conditioning (if available)	**No Charge**	Facility
Basic Cable T.V. (if available)	No Charge	Facility
*Medical	As agreed upon	Outside Providers
**Companions	As agreed upon	Facility
Other (Specify)		

* Except where payment is available under Medicare, Medicaid or third party coverage.

** As per NYS DOH 487.5(d)(6) the service of a private companion are not to be furnished and/or are not the responsibility of the facility and as such requires a separate contract with the companion. This service is upon the request of the resident or the resident's representative and not required by the facility. At no time does the facility receive any remuneration for such services. The facility agrees to provide all services required under NYS DOH Regulations when and if they are needed.

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_____ **Res.**

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EXHBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The Eliot at Erie Station LHCSA: License # 1751001L

Offers the following Service:

Nursing

Home Health Aides

Personal Care Aides

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NYSDOH CENTRAL OFFICE
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_____ Res.

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EXHIBIT II

DISCLOSURE STATEMENT

The Sentinel of Port Jervis, LLC ("The Operator") as operator of The Sentinel of Port Jervis ("The Residence") , hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the NYS Department of Health to operate The Sentinel of Port Jervis **located at 2247 Greenville Turnpike Port Jervis, New York 12771** an Adult Home, Assisted Living Residence, Enhanced Assisted Living Residence and an Assisted Living Program. These additional certifications may permit individual 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, as long as the other conditions of residency set forth in this agreement continue to be met. The Operator is currently approved to provide Enhanced Assisted Living Services for up to a maximum of 40 persons. The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services, and one of those units is available, You will be eligible to be admitted in to the Enhanced 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 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, it may be necessary for You to change your room within the Residence.
3. The owner of the real property upon which the Residence is located is **The Sentinel Realty at Port Jervis, LLC**. The mailing address of such real property owner is **2247 Greenville Turnpike Port Jervis, New York 12771. The individual who is the current administrator of the facility is authorized to accept personal service on behalf of such real property owner and will forward it to the property owner.**
4. The Operator of the Residence is The Sentinel of Port Jervis, LLC. The mailing address of the Operator is **2247 Greenville Turnpike Port Jervis, New York 12771. The individual who is the current administrator of the facility is authorized to accept personal service on behalf of the Operator**.
5. The Sentinel of Port Jervis, LLC has no ownership interest in excess of 10% (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence.
6. No entity which provides care, material, equipment or other services to residents of The Sentinel at Amsterdam, has ownership interest in excess of 10% in the Operator
7. All residents and/or their responsible parties must inform The Sentinel of Port Jervis Administration before contracting services with an outside provider. Residents are only able to receive services from outside providers that comply with state regulations. Residents can receive services from service providers with whom the Operator does not have an arrangement.

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8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. The Sentinel of Port Jervis accepts private funds, Long Term Care Insurance plans, Veteran's Aide and Attendance Allowance Benefits and in select cases SSI reimbursement as payment towards the services provided. ***Residents may receive, and are encouraged to receive, public funds for residential, supportive or home health services, from any source of public funds if they are so entitled.***
10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-855-582-6769 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 the resident. **1-212-962-2720** is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

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EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

A one-time community fee of $5,000 rent is charged upon admission. This fee is non-refundable.

Check here if this page is not presently relevant: [ ]

Operator Signature

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EXHIBIT III.C

RATE OR FEE SCHEDULE

Private Pay

1) Twin Quarters – First Floor
   $ 2600.00 per month

2) Twin Quarters – Second Floor
   $2500 per month

3) Private Quarters – First Floor
   $4,900.00

4) Private Quarters – Second Floor
   $4,600.00 per month

SSI

1) Twin Quarter with Shared Bathroom
   SSI Rate for Congregate Care Level III per month

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EXHIBIT V.
TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

_____

_____

_____

_____

Check here if this is not presently relevant: [ ]

_____

Operator Signature

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

_____

_____

_____

_____

Check here if this is not presently relevant: [ ]

_____

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EXHIBIT X.I.
RULES OF THE RESIDENCE

In order to create the most enjoyable experience for each and every resident of The Sentinel and as a Licensed Assisted Living Facility we must establish a few guidelines to maintain compliance and more importantly create a safe environment for our residents and staff.

Proper attire is required at all times. Street clothes and casual outfits are appropriate. Pajamas and bathrobes are not permitted at any time. We ask for your full cooperation.

- Residents are of course, permitted to leave the premises. We ask that you sign the register at the desk prior to leaving and upon return. Should you plan on being away and missing a meal, please notify the office. The doors are locked promptly at 9:00 PM. If you plan on returning later than 9:00 PM, prior notice should be given at the reception desk. However, a phone call to The Sentinel advising of your late return may save you some inconvenience. Residents must inform the Administration of all overnight visits. Advanced notification is required any needed medicine to be prepared. Residents must take the prepared medication at the appropriate time (s) as per the prescriptions.
- Residents must maintain their room and personal belongings in an orderly and safe manner and according to Fire and Health codes. Facility will not be responsible for lost or stolen items left outside of residents' lockable area, unless due to the negligence of facility staff. Valuables should be kept in lockable storage.
- We highly discourage any Lending or Borrowing between residents.
- Tipping is not allowed. Please inform administration immediately if any staff member asks for a tip.
- Residents are not permitted in the kitchen at any time. Visitors are not allowed in the Dining Room during meal times.
- Residents keeping medications in their room must have documentation from their physician attesting to the fact that they are capable of self-administering their medication and it must be keep it locked in their personal area. Residents should take all medications prescribed by physicians.
- Residents must permit designated staff to enter their room for housekeeping and maintenance.
- Personal hygiene is very important. Bathing assistance is provided, if needed, by a staff member. At times, it may become necessary to remind a resident to bathe, no offense is intended.
- Perishable foods are to be placed in refrigerator. Reluctantly, we will, on periodic inspections, remove any food not in compliance. For the comfort of yourself, and if there is a roommate, as well as for safety purposes, an accumulation of

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newspapers, magazines and any additional items that are improperly stored or cluttering the room, may be removed at management discretion.

- ❖ Flammable materials and products are not permitted, and is a direct violation of the facility safety policy. Clutter in the rooms relating to fire and safety code violations will not be permitted.
- ❖ Hot plates, portable cookers, toasters, coffeepots and any other cooking appliances are not allowed in resident rooms. Cooking in any form is strictly forbidden. Portable Heaters and heating appliances are not allowed in the facility. Any heating appliance found will be confiscated. Extension cords are not allowed and if found will be confiscated.
- ❖ In the case of two individuals sharing a room, its occupants must share the room in its entirety. No visitors are allowed in the room without the consent of all the roommates.
- ❖ No washing of clothing is permitted in the room's lavatory.
- ❖ Fire drills are held, at a minimum, quarterly. All residents, without exception, must participate by the order of the Fire Marshall. Exits are clearly marked for assistance.
- ❖ There will absolutely NO smoking in the rooms and bathrooms. The Building is smoke free. Residents may smoke at least 15 feet outside the building entrances and exits. It is recommended to smoke in the designated smoking area on the South side of the property. Residents causing any building deterioration through unauthorized smoking will be held financially accountable. Any smoke-related paraphernalia such as ashtrays etc., will be removed from residence suites. This rule is strictly enforced. Violation is a reason for termination of your Residency agreement with our facility.
- ❖ Under no circumstances are Alcohol, Drugs, Drug paraphernalia or weapons permitted in the facility. Any Alcohol, Drugs or Drug Paraphernalia or weapons that are found anywhere in the facility, including suites, will be removed and destroyed by Administration. Local Law Enforcement may be called as well.
- ❖ Residents will be financially responsible for any deliberate damage or vandalism
- ❖ Since the majority of our public areas are being cleaned during the night, we ask that you refrain from staying in the lobby or recreation room during the hours of 1:00 AM to 6:00 AM.
- ❖ Our dedicated staff is on duty 24 hours a day, every day, to assist you. They are extremely committed to providing you with the highest level of quality care. Should you have any complaint or recommendation concerning a staff member, please present it to administration at any time. We respectfully request of all residents' total cooperation and courtesy towards our staff in return. In doing so, you will find The Sentinel of Port Jervis a very pleasant home in which you live.

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EXHIBIT XV
Rights of Residents in Assisted Living Residences

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;

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(m) every resident and visitor shall have the responsibility to obey all reasonable regulations of the residence and to respect the personal rights and private property of the other residents;

(n) every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident in any report of such accident or incident;

(o) every resident shall have the right to receive visits from family members and other adults of the resident's choosing without interference from the assisted living residence; and

(p) every resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, providing additional services to a resident shall not be considered a fee increase pursuant to this 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 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.

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.

_____ **Res.**

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EXHIBIT XVI
OPERATOR PROCEDURES
RESIDENT GRIEVANCES AND RECOMMENDATIONS

In an effort to The Sentinel a pleasant and comfortable place to live, we would like to you share your concerns with us. The following has been developed to receive and respond to grievances and recommendations for change or improvement in the home by our residents.

We encourage all residents to bring all questions, concerns and recommendations to the Administrator or Case Manager for a quick resolution.

1. Resident Grievance/Suggestion Forms are available in the front lobby.

2. If you wish to bring your concern to us confidentially and/or anonymously, please write them down and place them in our Suggestion box located in the lobby. Responses to Confidential and/or Anonymous Grievances will be given to the President of the Resident Council within five (5) business days.

3. Grievances are to be made to the Administrator or Case Manager.

4. An individual or group grievance may be submitted to your Resident Council Representative or presented through the resident council. The Administrator/Case Manager following the meeting will submit a written response to the Resident Council. Verbal grievances may be given at the meeting if requested or available.

5. Within five (5) business days, for:

a. An individual grievance, an individual meeting will be held.

b. A group grievance, a group conference will be held, with the Administrator/Case Manager to discuss the details of the grievance or suggestion, and an attempt to work out a solution to the concern.

c. A copy of the determination made by the Administrator/Case Manager will be given to the resident or residents in writing.

We will treat each concern seriously and work with you to improve the quality of life in your home.

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THE SENTINEL OF PORT JERVIS
AN ASSISTED LIVING COMMUNITY

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between The Sentinel of Port Jervis (the "Operator"), _____, (the "Resident's Representative or You"), _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at The Sentinel of Port Jervis located at 2247 Greenville Turnpike Port Jervis NY 12771

II. Physician Report

You have submitted to the Operator a written report from Your physician, which reports states that:
a. Your physician has physically examined You within the last month prior to Your admission into The Sentinel's Enhanced Assisted Living Residence; and
b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

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

IV. Specialized Program, Staff Qualifications and Environmental Modifications

Attached as EALR and made a part of this Agreement is a written description of:
Services to be provided in the Enhanced Assisted Living Residence;
o Ostomy care
o Artificial limb care
o Incontinency care
o Mobility assistance; including mechanical lifts
o Wound care
o Catheter care
o The following Diets; Regular, No Added Salt & Low Concentrated Sweets as well as the following modified diets; Chopped, Ground and Pureed
o Assistance with feeding
o Daily redirection, prompting, orientation and closer observations.
o Skilled nursing observation and documentation
o Injections

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Staffing levels;
The Sentinel's current plan of staffing:
The Sentinel intends to utilize the The Eliot at Erie Station Licensed Home Care Services Agency (LHCSA) for all Nursing and Resident Care Staffing & Needs.
o For Enhanced Assisted Living: capacity 60 beds: Projected plan of staffing, provided by the LHCSA, at full capacity will have a minimum of 5 resident aides on duty. Evening shift will have a minimum of 4 resident aides on duty and night shift will have a minimum of 3 resident aides on duty.
o At least 1 Registered Nurse, provided by the LHCSA, will be on duty 40 hours a week at eight hours a day and a registered nurse is always on call 24 hours/7 days a week.
Home Health Aides are staffed as resident care needs indicate.
Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; will be provided to you upon request.
o Administrator
o RN – Provided by the LHCSA
o Case Manager
o Resident Aides and/or Home Health Aides (each with 75 hours of training, 12 hours of in-service training a year and CPR, first aid certification and blood borne pathogen training)- Provided by the LHCSA
o Recreation & Volunteer Coordinator
o Recreation Assistant(s)
The NYS Department of Health approves Administrators and Case Managers. Recreation Directors must meet minimum education or work experience described in NYS ACF regulations.
Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.
o The Sentinel is ADA accessible (wheelchairs, motorized scooters).
o All 100 Resident rooms have 2 emergency call bells, one in the bathroom and one in the bedroom. Each Aide Station, on each floor, and the receptionist is equipped with a Nurse Call Monitoring System.
o The Sentinel maintains a fully operational fire detection system. The system includes both smoke detectors and sprinkler system. To assure your safety and security, The Sentinel contracts with an outside contractor to inspect the fire detection system to assure its' proper operation.

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

VI. If 24 Hour Skilled Nursing or Medical Care is Needed
If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:
a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND
b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the

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Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article
28 or Mental Hygiene Law Articles 19, 31, or 32; AND
c. The Operator agrees to retain You as Resident and to coordinate the care provided by the operator and the additional nursing, medical or hospice staff; AND
d. You are otherwise eligible to reside at the Residence.

VII. Addendum Agreement Authorization

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

Dated:_____
(Signature of Resident)

Dated:_____
(Signature of Resident's Representative)

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

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

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