Assisted Living Residence

RESIDENCY AGREEMENT

Adopted _____, 2010

10254416.4

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Div of Adult Care Facilities and
Assisted Living Surveillance

MAY 23 2019

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RESIDENCY AGREEMENT

A. **This agreement** is made between Assisted Living at Northern Riverview, Inc. (the "Operator"), _____ ("Resident" or "You"), _____ (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 87 South Route 9W Haverstraw, NY , an Assisted Living Residence ("The Residence") known as Assisted Living at Northern Riverview and as an Adult Home. The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence.

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

AGREEMENTS

I. <u>Housing Accommodations and Services.</u>

Beginning on _____, 201__, (*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 and Services

1. **Your Apartment/Room.** You may occupy and use the unit 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, craft room, library, computer room etc.

3. **Furnishings/Appliances Provided By The Operator**

   Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your unit.

4. **Furnishings/Appliances Provided by You**

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

B. Basic Services

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

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals and a nutritious evening snack per day are included in Your Basic Rate. The following modified diets will be available to you if ordered by your physician and included in Your Individualized Service Plan: Cut up, Ground, Chopped, Renal, No added sugar, No added salt, and Pureed.

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, washcloths, pillow, pillowcase, blanket, bed sheets, bedspread; all 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 *(if applicable),* ambulation *(if applicable*), transferring (*if applicable*), feeding, medication acquisition, storage and disposal, assistance with self-administration of medication.

9. **Development of Individualized Service Plan.**

An Individualized Service Plan will be developed to address your needs and will be updated every six months or whenever there is a change in Your needs.

C. Additional Services.

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

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

II. Disclosure Statement

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

III. Fees

A. Basic Rate.

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident (*or other specified party*) 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 day).

B. A 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 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. If the prospective Resident receives SSI benefits, the Community Fee is waived.

Such disclosures are contained in Exhibit III.B.

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.

Additional Fees: The Residence charges a one-time security deposit equal to one month's Basic Rate and due on or prior to admission. This fee, or a portion

thereof, will be refundable pursuant to Section IV of this Agreement. Refunds may be reduced by (a) amounts of any unpaid Basic Rate; (b) any other amounts due Operator under terms of this agreement. This security deposit is placed in an interest bearing account. If the prospective Resident receives SSI benefits, the security deposit is waived.

In the event Assisted Living at Northern Riverview increased the Basic Rate, Assisted Living at Northern Riverview may increase the Additional Fee by the amount equal to such increase upon forty five (45) days notification. The Additional Fee, together with interest earned thereon, less any charges or fees due the Operator under the terms of this agreement, shall be returned to the Resident not more than three (3) days following the Resident's vacating the unit upon the termination of this Agreement.

Community fee: A non-refundable, one-time fee equal to one month's rate, single occupancy, which is applied to items of benefit to Assisted Living at Northern Riverview community.

C. 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. A detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges are explained in Exhibit III.B.

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D. Billing and Payment Terms

Payment is due by the 10th of each month and shall be delivered to the rent box in Assisted Living at Northern Riverview. A late payment fee equal to five percent (5%) of the total monthly invoice shall be charged and payable if the monthly payment is not received by Assisted Living at Northern Riverview on or before the 10th day of the month provided, however, that the Resident or the Resident's representative or Resident's legal representative, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement. 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. (*In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, see provisions regarding termination of the Agreement set forth in section XIII.*)

E. Adjustments to Basic Rate or Additional Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional 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.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is Your total monthly Basic Rate as set forth in Section III.A above, prorated on a per diem basis. (The total of the daily rate for a one-month period may not exceed the established monthly rate). Your residential space will be reserved for as long as you continue to pay Your total monthly Basic Rate as set forth in Section III.A above and subject to this Section III.F . 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.

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IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made.

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

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

V. Transfer of Funds or Property to Operator

Subject to Section IX, the Residence will not hold in custody or accept responsibility for the Resident's money, property, or things of value.

VI. Property or Items of Value Held in the Operator's Custody for You

Subject to Section IX, the Residence will not hold in custody or accept responsibility for the Resident's money, property, or things of value.

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 held for You and held for You by the Operator shall be Your property.

VIII. Tipping

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

IX. Personal Allowance Accounts

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

You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Allowance (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 the signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

X. Admission and Retention Criteria for an Assisted Living Residence

1. 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 Special Needs Assisted Living Residence, the additional terms of the "Special Needs Assisted Living Residence Addendum" will apply.
5. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has 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.

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XI. Rules of the Residence

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

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

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

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
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 change 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. Assisting the Resident with meeting his/her obligations under this Agreement.

2. Acting in such a manner that does not cause a disturbance to any resident of Assisted Living at Northern Riverview. Should any such disturbance occur, a Representative agrees to immediately leave the premises upon the request of any staff member.

3. Be aware of and follow visiting hours: 8:00 a.m. to 8:00 p.m.

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

1. Assisting the Resident with meeting his/her obligations under this Agreement, including accessing the Resident's finances to pay all of the Resident's fees pursuant to the terms of the Agreement.

2. Assisting the Operator in obtaining all third party benefits, including but not limited to private insurance, Medicare and Medicaid, for the purpose of meeting the Resident's financial obligations under this Agreement.

3. Acting in such a manner that does not cause a disturbance to any resident of Assisted Living at Northern Riverview. Should any such disturbance occur, a Representative agrees to immediately leave the premises upon the request of any staff member.

4. Be aware of and follow visiting hours: 8:00 a.m. to 8:00 p.m.

XIII. <u>Termination and Discharge</u>

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 written notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;

3. Upon 30 days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.
4. In the event of the Resident's death during the term of this Agreement, this Agreement shall terminate thirty (30) days after the date of the Resident's death. All of the Resident's personal property shall be removed by Your Representative and all unit keys shall be returned to Assisted Living at Northern Riverview during said 30 days. If Your Representative fails to remove Your belongings and personal property from Your room within the 30 days after your death, the Operator may elect to remove Your personal property from the room and place it in storage at Your or Your estate's expense

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.

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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.

XIV. <u>Transfer</u>

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 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 yourself or others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

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

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

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Grievances and recommendations may be directed to the Office of the Director of Assisted Living at Northern Riverview. Grievances and recommendations may be made in person, in writing, or by telephone (845-429-4300). All grievances and recommendations will be treated confidentially and investigated and addressed in writing within ten (10) days of receipt. The individual submitting a grievance or recommendation should provide their name and contact information so that a response may be provided directly to the individual. However, grievances and recommendation may be made anonymously and a timely response statement will be posted in the Office of Director. 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. Residents will be informed of grievances and recommendations as well as actions and resolutions at regularly scheduled Resident Council meetings.

XVII. Miscellaneous Provisions

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

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

XVIII. Agreement Authorization

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

Dated: _____ _____
(Signature of Resident)

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

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

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

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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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EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

You may occupy Unit/Bed Number _____. Unit Number _____ is a

_____ unit.

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EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

1. Bed
2. Dresser
3. Night Table with one lockable storage compartment
4. Lamp
5. Mirror
6. Chair
7. Towels, sheets, blankets, bedspread(s), mattress pad(s), pillows, toilet papers, tissues, wastepaper baskets, soap, and light bulbs.

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EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

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
Pharmacy Services & Delivery	Established by Pharmacy	Pharmacy of Choice
Dry Cleaning	Fees set by Cleaners	Cleaners of Choice
Commissary Goods	Set by Residents	Available by Resident Store
Medical Transportation	Set by vendor *	Provider of Choice
Local Phone Service	Rate set by phone co.	Verizon
Cable.	Rates set by Cablevision	Cablevision
Hairdresser	Prices set by beautician	Facility Salon

*except when payment is available under Medicare, Medicaid or other third party coverage

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EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Northern Home Care, a licensed home care services agency, provides home care services on behalf of the Operator.

EXHIBIT II

DISCLOSURE STATEMENT

Assisted Living at Northern Riverview, Inc. ("The Operator") as operator of Assisted Living at Northern Riverview, an Assisted Living Residence ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate 87 S Route 9W an Assisted Living Residence as well as an Adult Home.

The Operator is also certified to operate at this location a Special Needs Assisted Living Residence. This additional certification 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 Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide Special Needs Assisted Living services for up to a maximum of 18 persons.

Optional Provision Begins.

Below is a list of the needs/conditions that The Operator is able to service and accommodate under its Special Needs Assisted Living Certification:

- diagnosis of dementia, Alzheimer's or significant cognitive impairment;
- needs assistance with toileting and the use of a supervised toileting schedule;

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- requires nursing staff to monitor MD appointments, medication administration, and coordinate medical and mental health needs;
- require reminders and prompting to reorient to place, and attend meals

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

It is important to note that The Operator is currently approved to accommodate within The Special Needs Assisted Living program only up to the numbers of persons stated above. If you become appropriate for Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into The Special Needs Assisted Living program. If, however, such units are at capacity and there are no vacancies, The Operator will assist You and Your representatives in identifying and obtaining other appropriate living arrangements in accordance with New York State's regulatory requirements.

Northern Home Care is a home care agency licensed by the State of New York. Assisted Living at Northern Riverview is also licensed as an Assisted Living Program (ALP) in the State of New York.

3. The owner of the real property upon which the Residence is located is Assisted Living at Northern Riverview, Inc. The mailing address of such real property owner is 87 South Route 9W Haverstraw, NY 10927. The following individual is authorized to accept personal service on behalf of such real property owner: Morris Klein, Executive Director, at 12 College Road, Monsey, New York 10952.

4. The Operator of the Residence is Assisted Living at Northern Riverview, Inc. The mailing address of the Operator is 87 South Route 9W, Haverstraw, New York 10927. The following individual is authorized to accept personal service on behalf of the Operator: Morris Klein, Executive Director at 12 College Road, Monsey, New York 10952, The Secretary of the State, State of New York, c/o 12 College Road, Monsey, New York 10952.
5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence: None
6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator: None
7. Residents shall have the option to select any service provider of their choice. (For a list of area licensed or certified home care providers, please inquire at the office of the Director of Assisted Living at Northern Riverview.)
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. This is a market rate community. We accept long term care insurance that covers some home health services and, in certain circumstances after a qualified hospital stay, Medicare covers limited home health aide services provided through a contract with Nyack Home Care. We accept SSI for rent as well.
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

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1-866-893-6772 or regarding Home Care Services is 1-800-628-5972..

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. (845) 364-2109 is the Local LTCOP telephone number. The NYSLTCOP web site is ltcombudsman.ny.gov

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EXHIBIT III.B.

ADDITIONAL OR COMMUNITY FEES OR PRIORITY RESERVATION DEPOSIT

Additional fee: The Residence charges a one-time security deposit equal to one month's Basic Rate and due on or prior to admission. This fee, or a portion thereof, will be refundable pursuant to Section IV of this Agreement. Refunds may be reduced by (a) amounts of any unpaid Basic Rate; (b) any other amounts due Operator under terms of this agreement. This security deposit is placed in an interest bearing account. If the prospective Resident receives SSI benefits, the security deposit is waived.

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EXHIBIT III.C

RATE OR FEE SCHEDULE

FEE SCHEDULE

Semi-private room: $4,340/month

Private room: $4,805/month

- First month's rent plus one month's security deposit payable upon admission.
- SSI eligible residents pay a monthly rent of $1,261.00 (2019 Rate) and the security deposit is waived.

The fees include:

- Fully furnished room featuring universal design and handicapped accessibility with an emergency call system.
- Personal Care Services including assistance with self administrated medications, bathing and dressing assistance.
- Three kosher style meals per day, plus snacks.
- Recreation, social activities and special events.
- Daily housekeeping, laundry and linen services.
- Private Dining Room for parties and occasions.
- All utilities including gas, electric, water, heat and air-conditioning.
- All rooms cable and telephone ready.
- Large spacious closets.
- Special scenic views, patio area.
- 24-hour security.
- Library with computer internet access
- 24 hour security and centralized mail service

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EXHIBIT XI

RULES OF THE RESIDENCE

All residents must abide by the following facility rules:

1. No resident should loiter in the breezeway connecting the Assisted Living building with the Northern Riverview Healthcare Center.

2. No perishable food will be allowed to be stored in the residents' rooms.

3. No refrigerators or other electric food appliances may be stored in the rooms.

4. No items may be hung out the windows.

5. Rooms must be kept accessible at all times thereby requiring the removal of all obstructions such as furniture and boxes. Rooms must be clean & free of clutter.

6. In case of emergency, a resident should attempt to contact staff by way of the call bell system and inform them of the emergency.

7. No resident shall leave the premises without informing staff and receiving sufficient medications for the duration of their leave.

8. Smoking is prohibited within the building. Smoking is only allowed outside of the building in designated areas.

9. Clothing will be labeled upon admission and when any new clothing is purchased, in an effort to eliminate loss of clothing.

10. Visiting hours are daily at the resident's convenience except when visits infringe on the rights of other residents. All visitors must sign The Visitor's Log Book at the front desk in the lobby.

11. Meals will be offered only in the dining room. Please be punctual.

_____ _____

Resident/Representative Signature Date

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(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 CONSEQUECES OF SUCH REFUSAL;

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

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

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

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

(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 PROGRAM.

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EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

(D) EVERY RESIDENT, RESIDENT'S REPRESENATATIVE 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;

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

EXHIBIT XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

It is the policy of Assisted Living at Northern Riverview to provide each resident with a procedure to report grievances and recommendations. This procedure is posted in public areas of Assisted Living at Northern Riverview and is also available in the Office of the Director of Assisted Living at Northern Riverview.

Anyone with a grievance or recommendation may address their concern in person or in writing to the Director of Assisted Living at Northern Riverview. The Director's office is located at 87 S Route 9W Haverstraw, NY 10927. A grievance or recommendation may also be made by telephone to 845-429-4300. Grievances and recommendations may be made anonymously through the suggestion box located in the main lobby, by calling 845-429-4300, or through the Resident Council, although individuals are encouraged to provide their name and contact information so that a response may be provided directly to the individual. Replies to anonymous grievances and recommendations will be posted in the Office of the Director and provided to the Resident Council. All grievances and recommendations will be treated confidentially and investigated and addressed in writing within ten (10) days of receipt.

Residents will be informed of grievances and recommendations as well as actions and resolutions at regularly scheduled Resident Council meetings.

Anyone who does not wish to direct a grievance or recommendation to the Office of the Director may address their concerns with the Long Term Care Ombudsman Program, telephone (845) 364-2109.

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SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Assisted Living at Northern Riverview (the "Operator"), _____, (the "Resident" or "You"), _____ (the "Resident's Representative"), _____, (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 Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This addendum must be attached to the Residency Agreement between the parties.

I. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Assisted Living at Northern Riverview
(Name of Residence)
located at 87 S Rt 9W Haverstraw, NY 10927.
(Address)

II. Request for and Acceptance of Admission

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

III. Specialized Programs, Staff Qualifications and Environmental Modifications

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

- Specialized services to be provided in the Special Needs Residence;
- Staffing levels

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- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs;
- Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

IV. Addendum Agreement Authorization.

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

Dated:_____

_____
(Signature of Resident)

Dated:_____

_____
(Signature of Resident's Representative)

Dated:_____

_____
(Signature of Resident's Legal Representative)

Dated:_____

_____
(Signature of Operator or Operator's Representative)

EXHIBIT S.N #1

Specialized Services:

- A comprehensive and coordinated program to regularly observe and assess the need for services in a professional, respectful, competent, and timely manner.
- Services will be provided by individuals that are appropriately trained, experienced and licensed or certified.
- Initial and ongoing efforts will be made to establish community – based individual and agency linkages and contacts specific to this special needs population.
- There will be specialized supervision including the knowledge of the general whereabouts of each resident.
- If the whereabouts are unknown, immediate effort shall be taken to locate the resident, including immediate notification to the appropriate law enforcement agencies and the Department of Health's regional office.
- Notification will also be made immediately to the resident's family if their whereabouts is unknown.
- Sufficient supervision will be available on all shifts.
- Medication assistance.
- Case management.
- Case management services also to include maintaining family ties through assistance with the adjustment process, encouraging family to establish recommendations for change, and remaining active in the residents care planning process.
- Activities geared specifically for Special Needs residents.
- Sufficient staff to provide the ongoing activities, including trips outdoors.
- Food Service, including snacks and nutritional supplements.

Staffing Levels:

On a regular week from Sunday to Saturday the staffing on the 2nd floor remains the same daily.

- On the 7 a.m – 3 p.m shift there are 2 Home health aides or Personal care aides (HHA's or PCA'S). On the Evening and night shift there is 1 HHA or PCA.
- There is one med tech on the day shift that goes to the floor 3x's per day for medication pass and to assist in bringing the residents down to daily activities and exercise programs.
- The recreation staff provides a daily exercise program in the main dining room for 45 minutes. The recreation staff also provides specialized Alzheimer/dementia activities on the unit for 4 hours per day.

- The Director of Patient services oversees all nursing operations.
- The Nurse Case Manager assists the residents in managing their medical needs including Doctor appointments, treatments, and follow-ups.
- Assistant administrator (also a licensed social worker) has specialized Alzheimer's training and provides case management and ongoing family support and counseling.
- Housekeeping services on a daily basis
- Food service personnel on an as needed basis to adjust diets and food preferences.
- Administrator oversees all operations in the Assisted Living Facility.

Staff Education:

All staff members involved with the Alzheimer/Dementia Special Care Unit shall receive specialized training. Staff will learn skills necessary to develop a cohesive staff team of persons who are able to share ideas, plan together and work toward common goals. They will learn about possible roles that families may play in the program to enhance the lives of the relative living in the unit, as well as gain insight and knowledge about residents and methods they can use to help families feel more comfortable while visiting. Staff members will learn to view family members as partners in care rather than adversaries, as well as the value of enlisting the help of families in solving any difficult problems encountered in working with residents. Training will emphasize the need for developing a repertoire of approaches and responses to difficult behaviors. Annual retraining of staff on all these issues and updates based upon new research and/or identified /developing best practices.

The curriculum for the staff development and training program has included the following topics and issues:

- Alzheimer's Care Philosophy
  - creating a person centered care system
- Overview of Alzheimer's Disease and related dementias
  - Normal aging process vs. disease process
- Evaluation and Diagnosis
  - Alzheimer's; what we do know and treatment vs. management
- Behavior Challenges
  - Course of the disease, what to expect
- Understanding Behavior as communication
  - Factors that contribute to behavior difficulties
  - Communication Strategies

- Practical and creative problem solving exercises

- Activities of Daily Living
  - Bathing, dressing, toileting, grooming, eating, sleeping: needs, issues and strategies.

- Redefining Activities
  - Goals of programming
  - Creative ideas and scheduling
  - How to involve staff in programming

- Working with families
  - Impact of dementia on the family
  - Sharing the caregiver role
  - Common problems and effective solutions

- Caring for Caregivers
  - Education and training needs, staff support
  - Support and stress management
  - Building and keeping your team

Environmental Modifications:

- Both exit doors are fixed with alarms that sound to the touch.
- Residents have wanderguard bracelets that will set off the wanderguard if they attempt to go out the front door, breezeway or back exit.
- The elevator is run by a key pad that will not allow the elevator to come unless the password is keyed in.