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

June 4, 2018

Lori Sievers, Esq.
Hinman Straub PC
121 State Street
Albany, New York 12207

Project # 1646A
Promenade at Blue Hill

Dear Ms. Sievers:

Thank you for your email on June 4, 2018, outlining the corrections to your proposed Residency Agreement for Promenade at Blue Hill.

The amended main body of your Residency Agreement and the EALR/SNALR Addenda are approved contingent upon receipt of your Operating Certificate for AH/ALR/EALR/SNALR. 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, you must first submit the changes to my office for approval prior to implementing the changes. 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, Director
Division of Adult Care Facilities
and Assisted Living Surveillance

cc: B. Barrington
R. Dillon
H. Seney
M. Kolakoski

Enc. Approved Residency Agreement

The Promenade at Blue Hill
Assisted Living Residence

RESIDENCY AGREEMENT

March 2016

APPROVED
BY NYS Department of Health
4/1/16 (date)
(project manager)

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BY NYS Department of Health
4/1/16 (date)
(project manager)

Exhibits

RESIDENCY AGREEMENT

THIS AGREEMENT is made between Promenade Blue Hill LLC d/b/a The Promenade at Blue Hill, 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 582 Veterans Memorial Drive, Pearl River, NY 10965 an Assisted Living Residence ("The Residence") known as The Promenade at Blue Hill and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence ("EALR") and a Special Needs Assisted Living Residence ("SNALR).

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

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4/1/16 (date)
(project manager)

AGREEMENTS

I. **Housing Accommodations and Services.**

Beginning on the Effective Date, 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 Section XIII of this Agreement.

A. **Housing Accommodations and Services**

1. **Your Apartment/Room.** You may occupy and use the room identified on the signature page of this agreement, following Section XVIII, 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, activity rooms, patios etc.
3. **Furnishings/Appliances Provided By The Operator**

   Attached as Exhibit A and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your apartment/room.
4. **Furnishings/Appliances Provided by You**

   Attached as Exhibit B and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You in Your apartments/room. Such Exhibit also contains any

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limitations or conditions concerning what type of appliances may 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 nutritionally well-balanced meals per day and two snacks per day are included in Your Daily Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Regular, Chopped, Pureed, and No Added Salt

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**. Vacuuming, trash collection and general housekeeping services will be provided to You for Your room on a weekly basis or as otherwise needed in keeping with Your needs.

4. **Weekly Linen Service**. Towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition, are provided by the Operator. Linen changes will be

provided once a week, or as needed, and towel changes twice a week, or as needed

5. **Weekly Laundry of Your personal Washable clothing**. Upon Your request, Your personal washable clothing will be laundered weekly. You are responsible for cleaning any clothing that requires dry cleaning or pressing.

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. See Section III, below, for a full description of the available personal care and associated charges.

9. **Development of Individualized Service Plan.** The Operator will develop an Individualized Service Plan to address Your needs. The Individualized Service Plan will be updated every six months or when there is a change in Your needs.

C. **Additional Services.**

Exhibit C, attached to and made a part of this Agreement, describes in detail, any supplemental services or amenities available for an additional fee from the Operator directly or through arrangements with the Operator or outside vendors. 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 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 E, which is attached to and made part of this Agreement.

III. Fees

A. **Daily Basic Rate.**

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Your total Daily Basic Rate has three components: 1) The rate associated with the room You select, 2) the rate associated with the Medication Management plan for which You are assessed, and 3) the rate associated with the Personal Care plan for which You have been assessed. The room rate component is based on the room You select as described in Section XVIII of this Agreement. The rates for the Medication and Personal Care plan components are based on "tiers," where the rate is a function of the tier of service required, as more fully explained in Exhibit F. Such Exhibit describes the types of care or services provided in each "tier," and the fees for each "tier," and describes who will be providing the services if other than staff or affiliates of the Operator. The lowest tier level is Promenade Living, as detailed in Exhibit F. Residents are not charged any additional costs for the services made part of this tier, which includes up to 3.75 hours of weekly staff time for each resident.

The Resident, Resident's Representative and Resident's Legal Representative *(add any other party to be charged under the agreement)* agree that the Resident *(or other specified party)* will pay, and the Operator agrees to accept, the payment of the Daily Basic Rate in full satisfaction of the Basic Services described in Section I.B. of this Agreement.

Your Daily Basic Rate may increase annually. Pursuant to State Regulations, you will receive a notice 45 days prior to any such increase.

B. **Supplemental or Community Fees**

The Residence charges certain other fees, including Supplemental and Community Fees. Any charges by the Operator shall be made only for services and supplies that are actually supplied to the Resident.

1. **Supplemental Fees**. A Supplemental fee is a fee for service, care or amenities that is in addition to those fees included in the Daily Basic Rate. A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge a Supplemental fee without the express written approval of the Resident. See Section III.D.

2. **Community Fee.** A Community fee is a one-time fee that the Operator may charge at the time of admission. This Residence charges a one-time community fee as set forth in Exhibit C, payment of which is a condition of residency. You may choose whether to accept the community fee as a condition of Your residency in the Residence or to reject the community fee and thereby reject residency at the Residence. The Community Fee is non-refundable, except that the fee will be refunded, less a $250 administrative fee, if within 30 days from the date You signed this agreement, You have not been admitted to the Facility and you make a written request for the refund stating that You will not be seeking admission to the facility.

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C. **Billing and Payment Terms**

Payment is due by the first of the month and shall be delivered to The Promenade at Blue Hill. Payments are non-refundable except for in the case of an involuntary transfer pursuant to Section XIV, below. A late fee of 1.5% per month will be assessed on any payment due that is not received before the 10th of the month and on any outstanding balances.

In the event that a 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, the Operator will provide the Resident with notification of termination of the agreement and assist the Resident in finding another placement, in accordance with Section XIII of this Agreement.

D. **Adjustments to Daily Basic Rate or Additional or Supplemental Fees**

1. You have the right to written notice of any proposed increase of the Daily Basic Rate or any Supplemental Fees, as set forth in Exhibits C and F, not less than fortyfive (45) days prior to the effective date of the rate or fee increase, subject to the exceptions set forth in paragraphs 3, 4, 5 and 6 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in the 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

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amendment of this Agreement, 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 increase the Daily 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.

6. A change in Your tier of Personal Care plan or Medication Management plan and associated charges, due to Your need for additional services, is not considered an increase in rate or fees and is not subject to the forty-five (45) days' notice requirement.

E. **Bed Reservation**

The Operator agrees to reserve a residential space, as specified on the signature page of this agreement, following Section XVIII, in the event of Your absence. The daily charge for this reservation is equal to the Daily Basic Rate reflected on the signature page of this agreement. In the event You are absent for a period exceeding fourteen (14) days and your account is paid in full, beginning day fifteen (15) of Your absence, the daily charge for Your reservation shall equal the room component of Your Daily Basic

Rate. The length of time the space will be reserved is for as long as You or Your responsible party requests and the payment is maintained. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

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.

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Your date of discharge is the later of the date the Agreement has been terminated, the date You have left the Residence, or the date You have vacated the Residence of all Your belongings.

V. Transfer of Funds or Property to Operator

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

VI. Property or Items of Value Held 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 H.

VII. Fiduciary Responsibility

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

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X. Admission and Retention Criteria for an Assisted Living Residence

A. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.

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

C. 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.

D. 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.

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

F. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require

either Enhanced Assisted Living Residence services 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 Residence, 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 Residence.

G. 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 require 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) require the skilled nursing or home health aide services offered in the Operator's EALR level of care. See the EALR addendum for a description of services offered in the Operator's EALR.

H. 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.

I. Special Needs Assisted Living Care is provided to persons who require heightened supervision due to memory impairment. If You are residing in a "Basic" Assisted Living Residence or the EALR and Your care needs subsequently change in the future to the point that You require SNALR services, You will no longer be appropriate for residency in the Basic Residence or EALR. 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 Special Needs Assisted Living Residence, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Special Needs Assisted Living Residence. See the SNALR addendum for a description of services offered in the Operator's SNALR.

XI. Rules of the Residence

Attached as Exhibit I 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 Daily Basic Rate and any 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. Any additional responsibilities of the Resident's Representative or Resident Legal Representatives are listed on the signature page of this Agreement, following Section XVIII.

XIII. Termination and Discharge

A. 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. This notice is required regardless of Your reason

for termination of the agreement, including Your transfer to another facility or a higher level of care;

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.

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

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

2. 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

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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.

XIV. Transfer

A. 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 sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to 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 J 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.

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BY NYS Department of Health
(date)
(project manager)

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 K 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.

XVII. Miscellaneous Provisions

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

B. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.

C. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in

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files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

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

The remainder of this page is intentionally left blank

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BY NYS Department of Health
(date)
(project manager)

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, including the terms set forth in this paragraph.

Effective Date: _____ Date of Occupancy: _____

Apartment Number: _____ Room Rate: $_____/day

Medication Tier: _____ Medication Rate: $_____/day

Personal Care Tier: _____ Personal Care Rate: $_____/day

Total Daily Basic Rate: $_____/day

- I have provided furnishings and appliances for my room: ____ yes ____ no
- You and the Operator have agreed that the Resident Representative and Resident Legal Representative shall have the following additional responsibilities:

_____[list responsibilities or write NONE]_____

_____

_____ _____

Date (Signature of Resident)

_____ _____

Date (Signature of Resident's Representative)

_____ _____

Date (Signature of Resident's Legal Representative)

_____ _____

Date (Signature of Operator or the Operator's Representative)

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Personal Guarantee of Payment (Optional)

Please note: The Operator may require that a resident or other person agree to a guarantor of payment as a condition of admission if the operator has reasonably determined, on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payment due under the residency agreement.

_____ personally guarantees payment of charges for Your Daily Basic Rate.

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

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

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4/4/16 (date)
(project manager)

Guarantor of Payment of Public Funds (Optional)

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 Daily Basic Rate and any agreed upon charges above and beyond the Daily 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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(date)
(project manager)

EXHIBIT A

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Bed, Mattress and Box Spring

Chair

Table

Lamp

Lockable storage facilities for personal articles and medications

Dresser

Closet

Pillow

Sheets

Pillowcase

Blanket

Bedspread

Towels and washcloths

Soap and toilet tissue

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EXHIBIT B

FURNISHINGS/APPLIANCES PROVIDED BY YOU

List all the furnishing/Appliance that will be furnished by You.

Residents are NOT ALLOWED to bring the items below:

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

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4/16/12 (date)
(project manager)

EXHIBIT C

SUPPLEMENTAL SERVICES, SUPPLIES OR AMENITIES, COMMUNITY FEE

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

Item	Additional Charge	Provided By
Professional Hair Grooming	Per provider charges	Outside vendor. You may charge this cost to your room and pay the charges monthly with your rent. The Operator will forward your payment to the vendor.
Basic Cable	$30/month	The Operator

The following services, supplies or amenities are available directly from outside vendors.

Item	Additional Charge	Provided By
Medical Transportation	Per provider charges	Outside vendors
Long Distance Telephone Service	Per provider charges	Outside vendor
Local Phone Service	Per provider charges	Outside vendor

Community Fee: **One Time Fee of $3,600 upon admission to Residence**

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4/1/16 (date)
(project manager)

EXHIBIT D

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

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

Balanced Home Care LLC d/b/a Balanced Care Licensed Home Care Agency is a Licensed Home Care Services Agency ("LHCSA"), which may provide services to ALR residents under a contract with the Operator.

APPROVED
BY NYS Department of Health
4/4/16 (date)
(project manager)

EXHIBIT E

DISCLOSURE STATEMENT

Promenade Blue Hill LLC ("The Operator") as operator of The Promenade at Blue Hill ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide for Assisted Living Residences developed by the Commissioner of Health is available at: http://www.nyhealth.gov/publications/1505.pdf. If you do not have access to a computer and would like a copy of the guide, please see the Administrator.
2. The Operator is licensed by the New York State Department of Health to operate 582 Veterans Memorial Drive, Pearl River, NY 10965 as an Assisted Living Residence as well as an Adult Home.

   The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

   The Operator is currently approved to provide:

   i. Enhanced Assisted Living services for up to a maximum of 40 persons.

   ii. Special Needs Assisted Living services for up to a maximum of 30 persons.

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BY NYS Department of Health
4/1/16 (date)
(project manager)

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

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

If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence program within this Residence, it may be necessary for You to change your (room, unit, apartment) within the Residence.

3. The owner of the real property upon which the Residence is located is Blue Hill Development, LLC. The mailing address of such real property owner is 582 Veterans Memorial Highway, Pearl River, NY 10965. The following individual is authorized to accept personal service on behalf of such real property owner: Benjamin Laufer at 582 Veterans Memorial Highway, Pearl River, NY 10965.

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BY NYS Department of Health
(date)
(project manager)

4. The Operator of the Residence is Promenade at Blue Hill, LLC. The mailing address of the Operator is 582 Veterans Memorial Highway, Pearl River, NY 10965.

   The following individual is authorized to accept personal service on behalf of the Operator: Executive Director at 582 Veterans Memorial Highway, Pearl River, NY 10965.

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.

   Blue Hill Development, LLC – owner of real property and landlord
   Balanced Home Care LLC – Licensed Home Care Services Agency – available to provide services to residents under individual contracts, and provides services to ALR residents under a contract with the operator.

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.

   Blue Hill Development, LLC – owner of real property and landlord

7. All residents have the right to receive services from any provider, regardless of whether the Operator of this residence has an arrangement with the provider.

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

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4/1/16 (date)
(project manager)

9. All residents should be aware that public funds for the payment of residential, supportive or home health services are available for eligible individuals. Residents should also be aware that the facility does not accept public funds payments as payment in full. Therefore, if the facility rate exceeds the amount of public funds available to the resident, and the resident is unable to pay (in full) the balance of the facility's Daily Basic Rate, the facility will assist the resident in securing placement at another facility, pursuant to applicable law and regulation.
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 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 1-800-342-9871 to request an Ombudsman to advocate for the resident. 845-364-2109 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

12. It is the policy of the Operator to provide equal housing opportunities for all qualified residents and applicants, and there shall be no discrimination against any person on the grounds of race, color, religion, national origin, sex, disability, sexual orientation, age, familial status, marital status, military status, alienage, or citizenship status.

APPROVED
BY NYS Department of Health
4/1/16 (date)
(project manager)

EXHIBIT F

TIERED FEE ARRANGEMENTS

The Promenade at Blue Hill maintains a Town House neighborhood (for ALR, and EALR residents) and a Country Cottage (for SNALR residents who may additionally require EALR services). Promenade uses a tiered billing arrangement under which tiers of additional medication management or personal care services are available should You require services beyond those included in Promenade Living, the first level of service, which is offered at no additional charge. The Daily Basic Rate is comprised of three components: The room rates (as set forth in Section XVIII of the Agreement), the rate for Your Tier of Personal Care, and the rate for Your Tier of Medication Services, as set forth below. The need for such services will be determined by an assessment of your Individualized Service Plan.

Tiered Personal Care Services: Town House

Service Plan:	For Residents Who Require:	Additional Daily Fee:
Promenade Living	Supervision of personal care and self-administration of medication, case management, activities, housekeeping, and occasional reminders for personal care, up to 3.75 hours staff time per resident, per week.	$0 per day
Promenade Supportive Living	Intermittent Care at various points during the day. This includes personal care beyond what is included in the Promenade Living tier, such as minor assistance with supervision of showering/dressing, laying out clothing. Residents in this category have needs that exceed those services provided in the Promenade Living tier, but are independently ambulatory and do not need hands-on assistance	$25 per day
Promenade Enriched Living	Continuous Care throughout the day. This includes personal care beyond what is included in the Promenade Supportive Living tier. Residents in this category require continuous hands-on care or guidance for ADLs such as dressing, showering, ambulation and some assistance with toileting.	$50 per day
Promenade Comprehensive	Total comprehensive care	$75 per day

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4/14/16 (date)
(project manager)

Living	throughout the day. This includes personal care beyond what is included in the Promenade Enriched Living tier above. Residents in this category require regular and comprehensive assistance or monitoring to perform ADLs.	

Tiered Medication Management Services: Town House

Service Plan:	Includes:	Additional Daily Fee:
Promenade Medication Management	Detailed medication management services including ordering, receiving, organizing, observing, and documenting of self-administration of medications. *[Note: medications requiring nurse administration require Enhanced Living Plus; see below.]*	$20 per day

EALR Tiered Service Plans: Town House

Promenade Enhanced Living	EALR services, including services included in the Promenade Living tier above but excluding those services that must be delivered by a nurse or supervised by a nurse	$100 per day
Promenade Enhanced Living Plus	All EALR services, including services included in the Promenade Living tier above and including those services that must be delivered by a nurse or supervised by a nurse.	$150 per day

SNALR Tiered Service Plans: Country Cottage only

Promenade Country Cottage Supportive Living (SNALR)	Admission in the SNALR, plus Promenade Supportive Living above, medication management included in rate.	$ 60 per day
Promenade Country Cottage Enriched Living (SNALR)	Admission in the SNALR, plus Promenade Enriched Living above, medication management included in rate.	$ 80 per day

Promenade Country Cottage Comprehensive Living (SNALR)	Admission in the SNALR, plus Promenade Comprehensive Living above, medication management included in rate.	$ 100 per day
Promenade Country Cottage Enhanced Living (EALR and SNALR)	Admission in the SNALR, plus Promenade Enhanced Living above, medication management included in rate.	$125 per day
Promenade Country Cottage Enhanced Living Plus (EALR and SNALR)	Admission in the SNALR, plus Promenade Enhanced Plus Living above, medication management included in rate.	$175 per day

*These rates are subject to change upon forty-five (45) days written notice. Please note that a change in your level of personal care or medication management services and associated charges, due to your need for additional services, is not considered an increase in rate or fees and is not subject to the forty-five (45) day notice requirement.

APPROVED
BY NYS Department of Health
4/1/16 (date)
(project manager)

EXHIBIT G

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Listed below are items (i.e. money, property or things of value) that You wish to transfer voluntarily to the Operator upon admission or at any time:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

APPROVED
BY NYS Department of Health
4/1/16 (date)
(project manager)

EXHIBIT H

PROPERTY/ITEMS HELD BY THE OPERATOR FOR YOU

A New York State Department of Health Form, Adult Care Facility Inventory of Resident Property (DSS-3027), is attached for listing all of the Resident's property held by the Operator.

APPROVED
BY NYS Department of Health
4/1/16 (date)
(project manager)

EXHIBIT I

RULES OF THE RESIDENCE

POLICY:

The resident and responsible party agrees to abide by the following to ensure the safety and comfort of all residents of Promenade at Blue Hill.

PROCEDURE:

1. All residents and their guests must respect the rights of other residents and treat other residents, their guest and staff with respect. Residents must respect the property of other residents and of the residence.
2. Promenade is a smoke-free residence.
3. For the safety of our residents, the front entrance door is always locked. To gain entrance to the residence, please ring the doorbell. All guests **must** register upon entering the residence and sign out when leaving.
4. Residents leaving the residence must notify their resident assistant and sign out and in at the reception desk.
5. Due to the safety rules, certain items are not to be permitted in resident rooms. These include coffee pots, toasters, electric blankets, extension cords, etc. Participation in fire drills is mandatory.
6. To avoid accidents and promote safety, residents should keep their apartments neat by refraining from leaving items on the floor like clothing, books and shoes that might cause a fall. Residents should advise staff if they notice anything in their apartment in need of repair.
7. Residents should refrain from storing any personal items in the hallways or other common areas.
8. Meal Service:

Breakfast:	8:30am
Lunch (main meal):	12:00pm
Supper:	5:00pm

Residents are encouraged to invite guests for meals. Please notify the dietary department at least 24 hours in advance. Charges for guest meals are as follows:

Breakfast:	$7.00
Lunch:	$10.00
Supper:	$8.00

Residents requesting room service shall be assessed a fee of $5.00 per meal. The fee shall be waived if the request is made due to illness.

9. **There is a phone located at the front desk for the residents use and accessibility** at all times. In addition every resident suite is equipped with

a telephone jack. If the service is desired, it is the responsibility of the resident and/or the responsible party to arrange for and pay telephone charges, but please contact residence staff if you require assistance.

10. All pet visits must be pre-approved by the Residence Director. All visiting pets must have current shots and vaccinations and be carried or on a leash at all times to avoid disturbing other residents.

APPROVED
BY NYS Department of Health
4/4/16 (date)
(project manager)

EXHIBIT J

RIGHTS AND RESPONSIBILITIES 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;

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BY NYS Department of Health
4/1/16 (date)
(project manager)

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

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

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

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

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

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

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

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

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

(Q) EVERY RESIDENT OF ANY 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.

EXHIBIT K

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

The Operator welcomes Your recommendation for changes and improvements in the Facility, and is open to receiving resident grievances, in accordance with the following procedure.

The Residence has an active Resident Council which maintains various subcommittees to provide feedback to the Residence regarding Resident interests, tastes, and recommendations for improvement. Residents are encouraged to attend the Resident Council meetings in order to give voice to all opinions.

If a Resident has a specific grievance, the Resident shall submit the grievance in writing to the Case Manager. All grievances will remain confidential, unless the resident submitting the grievance otherwise requests. If a Resident prefers to submit a grievance anonymously, he or she may do so through the Resident Council or deposit his/her comment in the Suggestion Box located in the Town Square.

The Case Manager, after consulting with the Administrator, shall respond in writing to the grievance in a reasonable timeframe, but in all cases a response shall be made within 21 days. The Resident shall receive a written response from the Operator or its designee directly, except where the grievance was submitted through the Resident Council or anonymously through the Suggestion Box, in which case, the Resident Council shall receive the written response.