



51 Mountainview Avenue, Nyack, NY 10960

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

This agreement is made between:

Tappan Zee Manor (the “Operator”),

_____ (the “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 an Assisted Living Residence known as Tappan Zee Manor, located at 51 Mountainview Avenue, Nyack, NY 10960 and as an Adult Home. The Community is also certified to operate, at this location, an Enhanced Assisted Living Residence. The Operator does not have any additional certifications at this location.
- B. You have requested to become a Resident at the Community and the Community has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services

Beginning on _____, 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 Living Space

You may occupy and use, subject to the terms of this Agreement:

Check One	☐ private		☐ semi-private
Check One	☐ one-bedroom, one-bathroom unit	☐ one-bedroom, two-bathroom unit	☐ studio unit

All as identified on Exhibit I.

2. Common Areas

You will be provided with the opportunity to use the general-purpose rooms at the Residence such as lobby, library, lounges, dining room and other common areas. You will be able to use the common areas at the Community between the hours of 9 am and 8 pm scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.

Note: Common Areas must be available at least 10 hours from 9a to 8p

Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations, at Section 485.14(b), coupled with federal regulation at Title 42 of the Code of Federal Regulations at Section 441.301(c)(5), for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m. you will be provided unrestricted access to common

areas at Tappan Zee Manor. Specifically, you will be provided with unrestricted access the following general-purpose rooms:

Lobby, Library, Lounges, Cafe.

Select One:

☐ Unrestricted access to at least one general purpose room is accessible 24 hours per day, seven days a week. Lobby area is available 24 hours a day for Resident use.

3. Furnishings/Appliances Provided by the Operator

Attached as Exhibit II. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in your room.

4. Furnishings/Appliances Provided by you

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

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 nutritious daily snacks each day are included in your Basic Rate. Two snacks are offered to residents. Food is available 24 hours a day upon request of Tappan Zee Manor staff. The following modified diets will be available to you if ordered by your physician and included in your Individualized Service Plan:

No Concentrated Sweets No Added Salt

Other – As Advised by physician

2. Activities

The Operator will provide a program of organized and diverse 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

Daily housekeeping services includes daily vacuuming, garbage removal, freshly made beds and cleaning of the bathrooms. Pursuant to Title 18 of New York Codes, Rules and Regulations at Sections 487.9(h) and 487.11(j).

4. Linen Service

Weekly linen services, including: Daily fresh towels and washcloths; weekly pillowcases, blankets, bed sheets and bedspread.

5. Laundry of Your Personal Washable Clothing

One (1) load of laundry per week (additional laundry services and dry cleaning are available for an additional charge). The Operator is not responsible for dry cleaning, lost or damaged clothing or other personal articles unless the loss or damage is due to the negligence or intentional acts by the Operator or his agents.

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 and required by the New York State Department of Health.

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

Personal care managers in attendance to provide, as applicable: assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage and disposal, assistance with self-administration of medication all up to the minimum hours per week required by law.

Personal care services available to all ALR residents will include up to 3.75 hours per week of direction and some assistance with grooming, dressing, bathing, toileting, walking and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of monthly weights. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Personal care services provided in excess of 3.75 hours/week may require that the resident pay a higher monthly fee. Detailed fees are included in Exhibit VII of this Agreement's rate or fee schedule.

9. Development of Individualized Service Plan

This plan will be reviewed and revised every six (6) months and whenever ordered by your physician or as frequently as necessary to reflect your changing care needs.

Depending on needs, an individualized service plan will be developed to provide additional hours of care in tiers as shown in Exhibit VII.

C. Additional Services

Exhibit IV, 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 V 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 VI, which is attached to and made part of this Agreement.

III. Fees

Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section III.C. are included in a single fee, or a tiered fee basis, where charges for Basic Services in Section III.C. are determined by the type of services provided or the number of hours of care provided. This is referred to as the "Basic Rate". This residence operates with a tiered fee Basic Rate.

A. Basic Rate

The Resident, Resident's Representative and Resident's Legal Representative and _____ agrees that the Resident or _____ 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 day).

B. Tiered Fee Arrangements

Any "Tiered" fee arrangements, in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care, are set forth in detail in Exhibit VII and made a part of the Agreement. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each "tier" of care, and describes who will be providing care, if other than staff of the Operator.

Tappan Zee Manor ☒ does ☐ does not utilize tiered fee arrangements.

C. Supplemental, Additional or Community Fees

The Residency Agreement includes a description of supplemental and additional fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees or charges. See Exhibit VII.

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. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. 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.

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 supplied to the Resident.

The Community fee is currently waived.

D. Rate or Fee Schedule

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

E. Billing and Payment Fees

Payment is due by the 1st day of the month and shall be delivered to Tappan Zee Manor at the front desk or via mail at TZ Manor LLC, 51 Mountainview Ave, Nyack, NY 10960. Payments Received by the Facility after the fifteenth (15th) day of the month when due, or any outstanding balance, will incur a late charge of one (1-1/2%) percent per month. A notification of any late charges, if necessary, will be sent with each monthly statement of charges.

In the event the Resident, Resident's Representative or Resident's legal representative, as applicable, is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, Insert Statement.

Please refer to Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xv).

Such procedures are in accordance with the provisions regarding termination of the agreement set forth in Section XIII.

F. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to you by the Operator, once you have been admitted as a resident.
3. If you, or your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through 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.
6. Residents will be charged for the day of Admission up through and including the day of discharge ("Discharge Date"). The Discharge Date is the day when all of the Resident's belongings and personal property are removed from the unit and from the Facility.

G. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1. above in the event of your absence. The charge for this reservation is the then current terms and conditions and then current Basic Rate with a meal credit commencing after the Resident is absent from the Facility for two consecutive weeks. 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 thirty (30) days prior to termination.

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 Tappan Zee Manor, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any, and any property or things of value held in trust or custody by the operator under Exhibit XI of this agreement operator shall also return to you any money that comes into operator's possession after your discharge by forwarding such funds to you. The operator shall contact you to retrieve any property or items of value that come into the possession of the operator after your discharge or transfer and allow you at least three (3) days to pick up such items.

The operator must also return at the time of your discharge, but in no case more than three business days any of your money or property which comes into the possession of the operator after your discharge. The operator must refund on the basis or a per diem pro- ration 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, 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-or-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

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 IX. 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 XI of this Agreement.

VII. Fiduciary Responsibility

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

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law. The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of offering (DOH-5195) with you or your Representative, you agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds. SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at <https://otda.ny.gov/programs/disability-determinations/>.

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 did not receive either SSI funds 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.

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. An operator shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state, and local laws.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of yourself and has determined that you are appropriate for admission to this Residence, and that the Operator is able to meet your care needs within the scope of services authorized under the law and within the scope of services determined necessary for you under your Individualized Services Plan.
4. If you are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If you are being admitted to a special needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. 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.

7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - a. Chronically require the physical assistance of another person in order to walk; or
 - b. Chronically required the physical assistance of another person to climb or descend stairs; or
 - c. Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
 - d. Have chronic unmanaged urinary or bowel incontinence.
 - e. Require EALR services offered by the community, which are listed in the EALR addendum.
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence (if applicable)

Attached as Exhibit XI and made a part of this Agreement are the Rules of the Residence. By signing this agreement, you and your representatives agree to obey all reasonable Rules of Tappan Zee Manor. By signing this agreement, you acknowledge that you have received a copy of the community's Resident Handbook.

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

1. You, or your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:
 - a. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
 - b. Supply of personal clothing and effects.

- c. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third-party coverage; payment for all supplies and services actually provided to the Resident; and, payment for all other professional services or items of any kind ordered specifically for or by the Resident and/or Responsible party, including, telephone service, cable television, etc.
 - d. 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.
 - e. Informing the Operator promptly of change in health status, change in physician, or change in medications.
 - f. Informing the Operator promptly of any change of name, address and/or phone number.
2. The Resident's Representative shall be responsible for the following (To be completed upon admission):
 3. The Resident's Legal Representative, if any shall be responsible for the following (To be completed upon admission):

XIII. Termination and Discharge

This Residency Agreement and residency in Tappan Zee Manor may be terminated in any of the following ways:

1. By mutual agreement between you and the operator;
2. Upon thirty (30) days' 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.
4. Involuntary termination of a Residency Agreement is permitted only for the following reasons, and if you object to the termination, termination is permissible only if the

operator initiates a proceeding in a court of competent jurisdiction and that court rules in favor of the operator:

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If your behavior poses imminent risk of death or imminent risk of serious physical harm to you or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which you have agreed to pay under this Agreement. If your failure to make timely payment resulted from an interruption in your receipt of any public benefit to which you are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that you will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of yourself or any other Resident, or which substantially interferes with the orderly operation of Tappan Zee Manor;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of Tappan Zee Manor;
6. A receiver has been appointed pursuant to Section 46l-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in Tappan Zee Manor to other residences or is making other provisions for the Residents' continued safety and care.

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

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

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

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

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

The Resident and/or Responsible Party, if any, shall pay on behalf of, indemnify and save harmless the Community, its owners, the Operator, any manager and all representatives thereof, from all reasonable liabilities, obligations, losses, property damage, cost of repairs, services, and expenses, including court costs and attorney's fees allowed by a court of competent jurisdiction, and/or collection costs which may be reasonably imposed upon or incurred by the Community or the Operator by reason of resident's negligence or improper use of care of the Community's or others' property and/or failure of the Resident and/or Responsible Party, if any, to comply with any of the terms and conditions of the Residency Agreement; provided however, the preceding language shall not be construed as a waiver of the Resident's right to maintain an action for breach of the warranty of habitability or breach of this Residency Agreement, nor shall it preclude the Resident from, being able to assert a claim against the Operator for loss of personal property; nor shall it be deemed a waiver of the Resident's right to manage his/her financial affairs or right to express grievances.

XIV. Transfer

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

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

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

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 Right and Responsibilities

Attached as Exhibit XII 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 Tappan Zee Manor's operations and programs are attached as Exhibit XIII and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of Tappan Zee Manor. The Operator agrees that the Residents of Tappan Zee Manor 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.

Complaint Resolution Process

1. A Resident Grievance/ Suggestion Form will be available at the front desk for resident use.
2. If you wish to bring your concern to us in confidentially, you should fill out the form and place it in the suggestion box.
3. Grievances and suggestions may be made verbally and written to the Administrator.
4. An individual or group grievance may be submitted to the Resident Council by the Administrator following the meeting.
5. Within five (5) business days of the grievance for:
 - a. An individual grievance, an individual meeting will be held.
 - b. A group grievance, a group conference will be held with the Administrator to discuss details of the grievance or suggestion and attempt to work out a solution.
6. A copy of the determination made by the Administrator will be given to the resident or residents in writing. A copy may be posted on the bulletin board.

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, and the terms of applicable statutes and/or regulations will control.
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 and understand this Residency Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

_____	_____
Date	(Signature of Resident)
_____	_____
Date	(Signature of Resident’s Representative)
_____	_____
Date	(Signature of Resident’s Legal Representative)
_____	_____
Date	(Signature of the Operator)

OPTIONAL

Personal Guarantee of Payment

Personal Guarantee of Payment Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless 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 payments due under this Residency Agreement. _____,

personally, guarantees payment of charges for your Basic Rate. _____

_____, personally, guarantees payment of charges for the following services, materials, or equipment, provide to you, that are not covered by the Basic Rate: Insert the services, materials, or equipment not covered in the Basic Rate for which the Guarantor is responsible.

_____ Personally, guarantees payment of charges for your Basic Rate.

_____ Personally, guarantees payment of charges for the following services, materials or equipment, provided to you, which are not covered by the Basic Rate:

_____ Date _____ Guarantor's Signature

_____ Guarantor's Name (Print)

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 (SS1, 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 SS1, Safety Net, Social Security or other public benefits, to meet your obligations under this Agreement.

Date

Guarantor's Signature

Guarantor's Name (Print)

EXHIBIT I

Identification of Apartment/Room

Residents Name: -----

Unit# -----

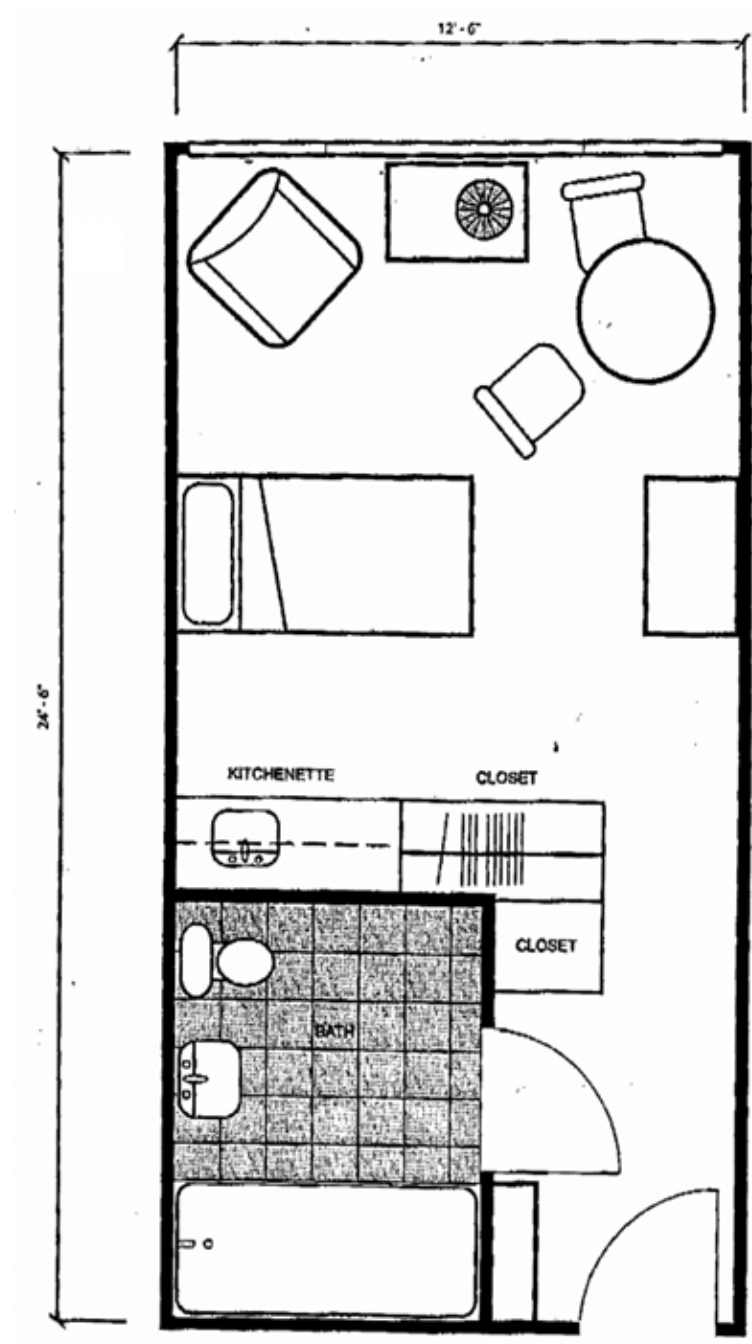
Unit Type: -----

Unit Location: -----

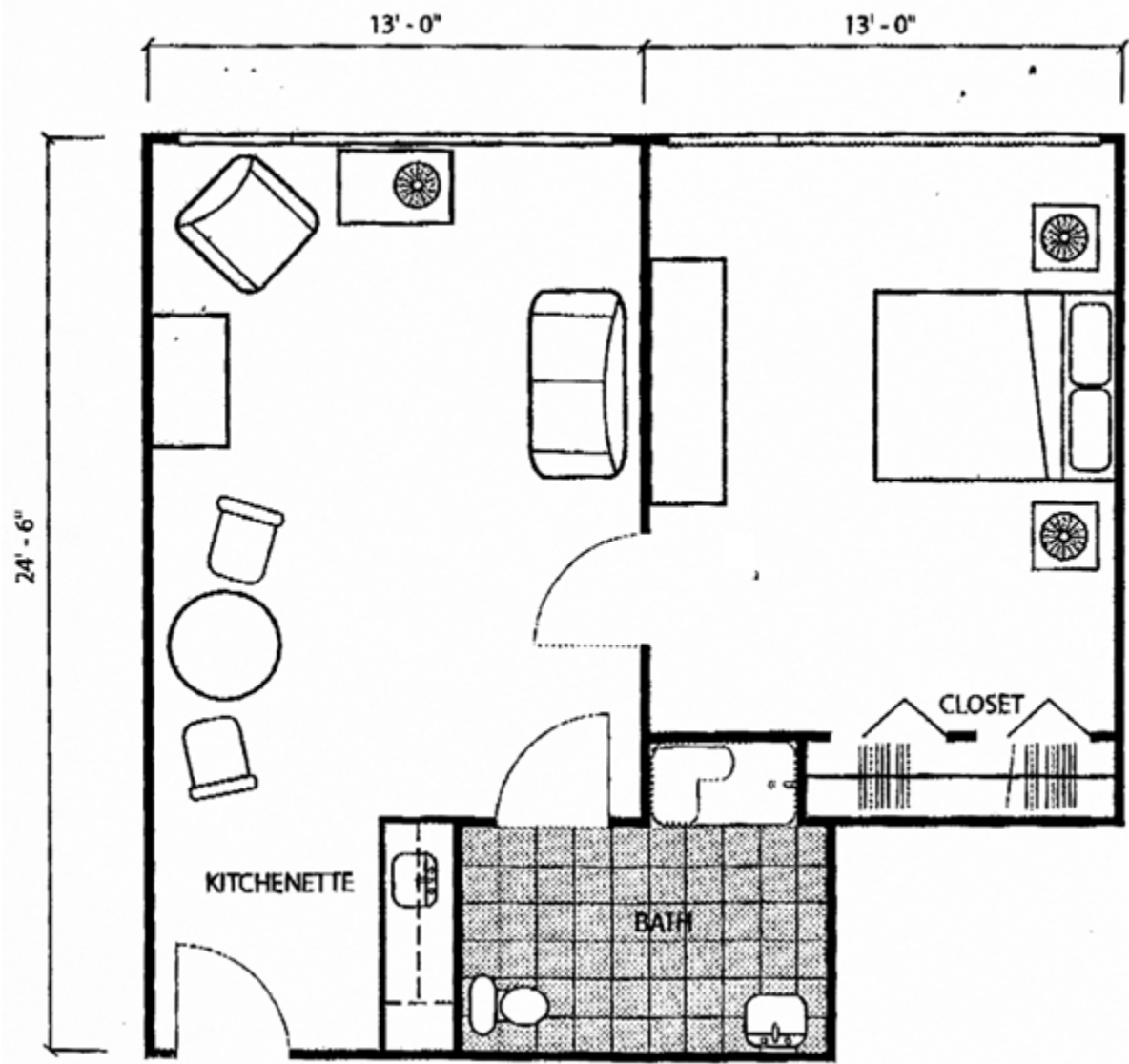
Unit Description: -----

Semi Private, Studio and Deluxe Studio

Floor Plan – Studio



Floor Plan – One bedroom, one bath



Floor Plan – One bedroom, two bath

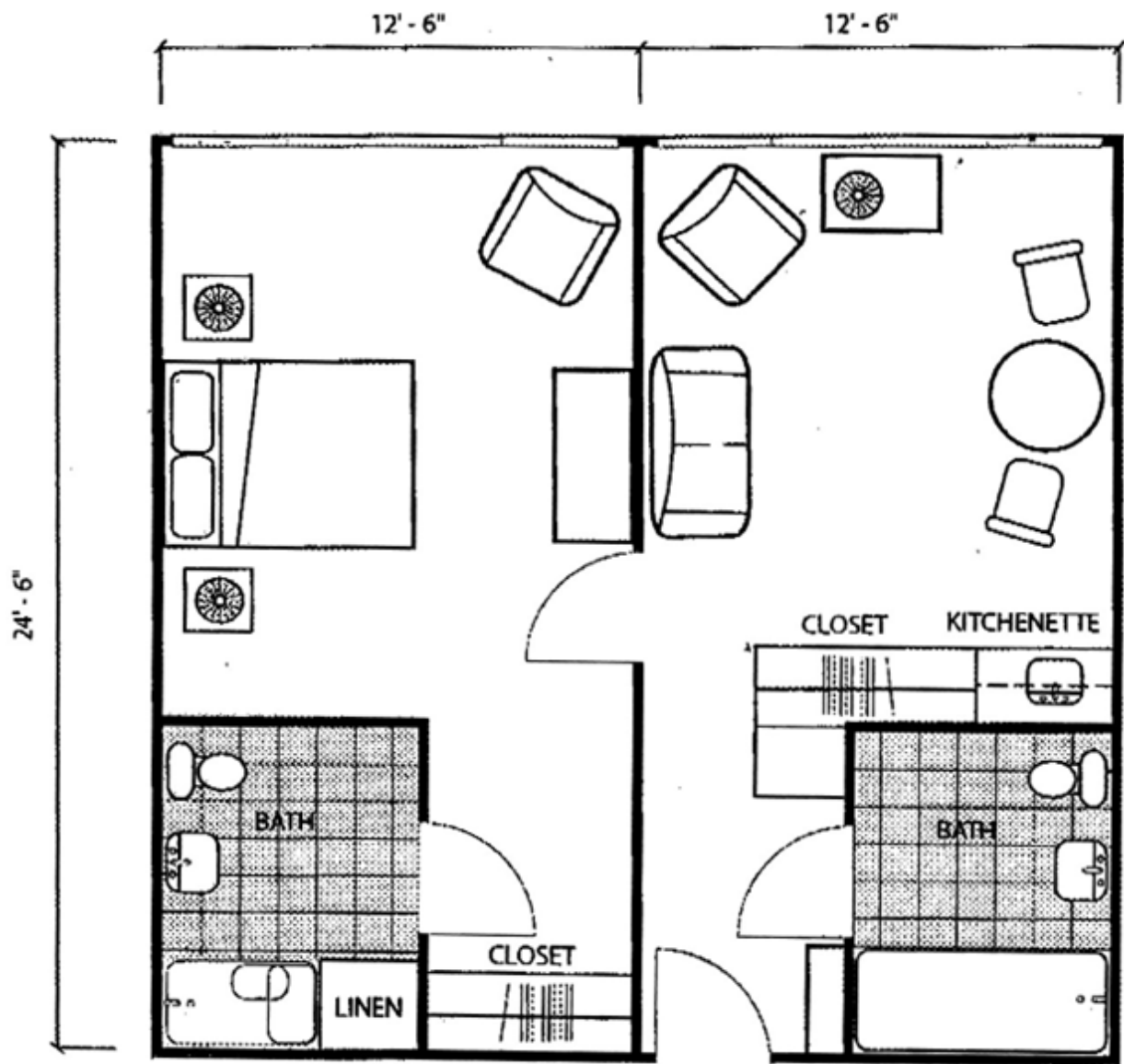


EXHIBIT II

Furnishings/Appliances Provided by Operator

As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with:

- Furniture:
 - A Standard Single Bed with mattress and springs
 - A pillow
 - Café Table with two dining chairs
 - Lamp
 - Dresser
 - Armoire
 - Upholstered Chair
 - Kitchen Cabinets
 - Wardrobe Closet
 - Kitchenette Sink
 - Lockable storage facilities, which cannot be removed at will, for personal articles and medications
 - A hinged, lockable entry door
 - In the case of shared bathrooms, a hinged, lockable bathroom door to ensure privacy
 - Two (2) Sheets
 - Pillowcase
 - At least one (1) blanket
 - A bedspread
 - Towels and washcloths
 - Soap
 - Toilet tissue
- Appliances:
 - Mini Refrigerator

Amenities & Services

Residential Accommodations

- Choice of fully furnished private deluxe studios or elegant 2 room suites
- 24 Hour Medical Security Network in each bedroom and bath
- State of the art Fire Detection and Automatic Sprinkler System
- Full safety-appointed bathrooms
- Individually controlled heat and air conditioning
- Large windows
- Plush wall to wall carpeting
- Spacious closets
- Kitchenette with sink and refrigerator
- Pre-wired basic cable TV and telephone service

Residential Services

- Daily housekeeping
- Weekly linen service
- Personal laundry pick-up and delivery
- Assistance with activities of daily living
- Medication Management
- Case Management
- Prescription drug delivery
- Room service for short term illnesses
- Social, cultural and recreational activity program planned and conducted by a full-time Social Director and Staff

Residential Services (additional fees apply)

- Home Care Services, Including intermittent nursing services, aides, physical and occupational therapy
- Medical appointments
- Guest accommodations and meals
- Transportation to medical appointments

Amenities of The Manor

- 24 Hour Concierge Service

- Elegant, full-service dining room plus a separate dining room for private parties and special occasions
- Three gourmet meals daily, and snacks served under the supervision of an Executive Chef and Nutritionist
- Panoramic 180-degree views of the lower Hudson River Valley
- Wellness Center
- On site Physicians
- Exercise Room
- Centrally located elevators
- Library
- Creative Arts Centers
- Beautiful Fireside Lounge
- Cafe/Coffee Shop
- Lounge area with wide screen TV
- Reflections Hair Salon
- Scheduled transportation to town, shopping, and medical appointment;
- Ample parking for you and your guests

Convenient Location

- Within minutes of the Tappan Zee Bridge
- Convenient to routes 287, 87, Garden State Parkway, and Palisades Interstate Parkway
- Minutes to outstanding medical facilities
- Convenient to places of worship
- Near major shopping malls
- Access to a County full of natural resources, diverse cultural heritage, and enduring historical sites

EXHIBIT III

Furnishings/Appliances provided by you

Items supplied by the Resident

The residents may decorate to taste.

Appliances which are not permitted

- Stove / Hot Plate
- Coffee Maker
- Toaster Oven

EXHIBIT IV

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.

Supplemental Services and Amenities at Additional Charge

(Services are not included in the resident's monthly fee, but will be included in the monthly bill)

Dinning Services

Room Service (excluding 3 day-short term illness)	\$1.50 per meal
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Guest Services

Breakfast	\$8.00 per meal
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Lunch	\$12.00 per meal
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Dinner	\$15.00 per meal
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Guest Accommodations for overnight stays and meals served in the Main and Private Dining Room (based on availability). Please inquire.

Laundry Services

Additional personal laundry services include washing, drying and folding. \$10.00 per load
White laundry and color laundry are Serviced separately. (Services are based availability)

Additional bed linen charges. (More than once a week)	\$10.00 per change
---	-----------------------

Dry Cleaning Services

Dry Cleaning Services may be coordinated through the concierge desk. Fees are based upon Individual items and vary. Service charges will be added to the resident's monthly statement.

Transportation Services

Transportation for the purpose of medical appointments is available and may be coordinated through the case management office. \$20.00 per trip plus \$25.00 per hour if accompanied by a care manager.

Additional Personal Services

- **Medical Services/Physician Services/Therapy Services** – Services will be billed directly from provider.
- **ADL Supplies** – for residents that need assistance with daily care a monthly charge will be Included on the statement for supplies. Gloves \$4.00 per box. Disposable washcloths \$3.49 per box.
- **Pharmacy Services** – Medications and additional personal supplies will be billed to the residents directly from the pharmacy. Mail order pharmacy services processed by the wellness center through the resident's personal provider will be billed at \$10.00 per prescription per month.
- **Special Recreational Activities** – Offsite activity event fees are the responsibility of the resident.
- **Private Home Health Services** – Personal payment or Insurance coverage will be billed directly from the provider.
- **Hair Salon** – fees for services will be added to the resident's monthly statement. (See salon fees)
- **Cablevision/Verizon** – Resident is responsible for payment of service to provider.
- **Telephone** – Resident is responsible for payment of service to provider.
- **Personal Items** – Orders from the pharmacy for personal items will be billed directly from the Pharmacy to the resident.

EXHIBIT V

Licensure/Certification Status of Providers

At this time there are no providers offering home care or personal care services under any arrangement with The Operator. We will, however, make every effort to assist our Residents with obtaining from outside providers, any home care or personal services they may desire.

EXHIBIT VI

Disclosure Statement

T Z Manor, LLC ("The Operator") as operator of Tappan Zee Manor ("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.I of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate Tappan Zee Manor, 51 Mountainview Avenue, Nyack, NY 10960 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/or Special Needs Assisted Living Residence. This additional certification (or 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, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of 15 persons.

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

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If you become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, you will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living 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 or Special Needs Assisted Living Residence program within this Residence, it may be necessary for you to change your (room, unit or apartment) within the Residence.

Following is a list of other health related licensure or certification status of The Operator or others providing services at Tappan Zee Manor:

3. The owners of the real property upon which the Residence is located are Pondview Corp. and Parkfield Properties. The mailing address of such real property owner is 33 Hubbells Drive, Mount Kisco, NY 10549. The following individual is authorized to accept personal service on behalf of such real property owner:

Robert B. Almeida
51 Mountainview Ave
Nyack, NY 10960

4. The Operator of the Residence is T Z Manor, LLC. The mailing address of the Operator is 51 Mountainview Ave, Nyack, NY 10960. The following individual is authorized to accept personal service on behalf of the Operator:

Robert B. Almeida
51 Mountainview Ave
Nyack, NY 10960

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 may receive services at any time from providers with whom the Operator does not have an arrangement.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. Residents shall have available to them the ability to seek public funds for payments of residential, supportive, or home health services, including but not limited to the availability of Medicare coverage of home health services
10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772.
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 call Theona Jensen, the local LTCOP at telephone number (845) 364-2109. The NYSLTCOP web site is www.LTCombudsman.state.ny.us.

EXHIBIT VII

Tiered Fee Arrangements Supplemental, Additional or Community Fees

Tiered Enhanced Care Services

(Services not included in the resident's monthly fee, but will be included in the monthly bill)

Benefits and Features of Tiered Enhanced Care Services

Basic Services

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication.

As an Adult Home Resident, you will be provided up to three and three-quarter (3.75) hours per week of Personal Care, as outlined above.

Tiered Enhanced Care

Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with your physician, during the following events: prior to move-in; whenever there are significant changes in your needs; upon your physician's request; and every 6 months after your move-in. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, you will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees, as follows:

For Resident who may need additional levels of care, either temporarily or on a permanent basis, Tappan Zee Manor has enhanced personal care services available allowing the resident to function as independently as possible within our community.

Tiered Enhanced Care Services can provide different levels of support to include physical care, assistance with medication, meals, daily showering, grooming, toileting, ambulation and transfers. Monitoring, supervision and reporting of functional performance and cognitive

behaviors are also available. Tiered levels of care provide the required intervention to allow each resident to maximize the quality of their life regardless of their needs.

Assessment of residents are made by our wellness and case management departments and a care plan is coordinated with the resident and family to determine the appropriate needs.

Level 1

All services provided in the Basic Rate, plus above 3.75 Hours to 15 Hours per Week. This level may include:

- Additional baths/showers available
- Assistance with daily eating
- Assistance with daily ambulation

Monthly Fee: \$500.00

Level 2

All services provided in the Basic Rate, and Level 1, plus: Above 15 Hours to 40 Hours per Week. This level is most beneficial for residents with incontinence and may include:

- Daily Bathing/showering
- Assistance with toileting every 2 hours
- Regular skin checks for redness and skin breakdown

Monthly Fee: \$1,000.00

Readjustment Care

This level of care is most beneficial for those residents who after a prolonged hospital or rehabilitation stay need some readjustment or redirection to the routine of the community. Hourly personal checks may be provided between the hours of 7:00 am and 8:00 pm, and assistance with bathing/showering, grooming, toileting and eating.

Weekly Fee: \$300.00

Companion Care

This level of care is beneficial with residents who may have the need for additional personal attention, may have orientation issues or who may need to be monitored on a regular basis. Services may include:

Tappan Zee Manor

Residency Agreement



- Personal checks every 30 minutes between 7:00 am and 8:00 pm.
- Personal checks every 60 minutes between 8:00 pm and 7:00 am.

Weekly Fee: \$400.00

EXHIBIT VIII

Rate or Fee Schedule

Resident Name:	
Unit#	

Your Basic Rate \$_____

Housing Accommodations and services + Basic Services

The Basic Rate includes costs associated Housing Accommodations and Basic Services as outlined in Section 1.A and B of this Agreement. Fees associated with this Basic Rate are outlined below:

Housing Accommodations and services \$_____

Living Space	Daily Fee
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Semi Private – 160 sq. ft.	\$100
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Studio – 320 sq. ft.	\$140
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Deluxe Studio – 320 sq. ft.	\$155
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Private Suites:

One Bedroom One Bath – 640 sq. ft.	\$205
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Deluxe One Bedroom One Bath – 640 sq. ft.	\$230
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One Bedroom Two Baths – 640 sq. ft.	\$215
-------------------------------------	-------

Deluxe One Bedroom Two Baths – 640 sq. ft.	\$250
--	-------

Basic Services:

Including a minimum of 3.75 hours of personal care services including include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable),

ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self- administration of medication.

Your Tiered Billing Rate

\$_____

Tappan Zee Manor ☐ does ☐ does not utilize tiered fee arrangements.

The assessment conducted, in consultation with your Physician has determined that the following Level of Care is appropriate to provide you with the services you need. you, your Representative, or your Legal Representative agree to pay the additional fees required.

Your Supplemental or Additional Fees

\$_____

Extra Linen Change – \$10, Room Service – \$2.50 a meal, Extra Laundry – \$10.

You have opted to receive the following supplemental or additional fees, outlined in Exhibit VIII:

Your Total Monthly Rate

\$_____

Your Basic Rate + Your Tiered Billing Rate + Your Supplemental or Additional Fees

Community Fee

\$_____

Tappan Zee Manor ☐ does ☐ does not charge a one-time Community Fee, as outlined in Exhibit VIII of this Agreement. A Community Fee is due

Your Total Move-In Costs \$_____

Assisted Living

The daily fees cover 3 meals a day, 2 nutritious snacks and beverages, housekeeping, towels, linens, laundry services, scheduled transportation, activities, and the use of common space amenities such as grand lobby, great room, library, scoops café, coffee shop, game room, fitness and therapy center and more. In addition, services include 24-hour security call system, medication management and assistance with activities of daily living up to 3.75 hours per week based on the resident’s assessment and needs.

Accommodations	Daily Fee
Semi Private	\$100
Studio	\$140
Deluxe Studio	\$155
<u>Private Suites:</u>	
One Bedroom One Bath	\$205
Deluxe One Bedroom One Bath	\$230
One Bedroom Two Baths	\$215
Deluxe One Bedroom Two Baths	\$250
Second Occupant	\$70

Basic Assisted Living Rate

The daily fees cover the services listed above excluding and personal care or wellness services offering safe living environment with minimal assistance.

Accommodations	Daily Fee
Semi Private	\$125
Studio	\$140
Deluxe Studio	\$190

Private Suites:

One Bedroom One Bath	\$215
Deluxe One Bedroom One Bath	\$215
One Bedroom Two Baths	\$200
Deluxe One Bedroom Two Baths	\$230
Second Occupant	\$60

EXHIBIT IX

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. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____

EXHIBIT X

Property/Items held by Operator for You

Facility Name:	Tappan Zee Manor
Operating Certificate Number:	

Resident Name						
Item	Quantity	Estimated Value (if known)	Description	Inventory Date	Date Returned to Resident	Resident Initials

EXHIBIT XI

Rules of the Residence

Residential House Rules of Tappan Zee Manor

As residents of Tappan Zee Manor, you are responsible for abiding by all Residential House Rules. These policies are designed to benefit individual residents as well as the entire residential community. Failure to abide by Residential House Rules violates your admission agreement and may constitute a violation of your Residency Agreement and could result in termination of your Residency Agreement.

Cleanliness

Living in a community where we are in close proximity to each other, all residents are expected to maintain a decent standard of cleanliness in and around their living unit and in the community areas.

Changes in Personal Data

We need to maintain up to date information about you so we would be able to aid you and contact your family in matters of emergency. Changes in health information should be given to the wellness center or case management promptly.

Destruction/Misuse/Theft of Property

Property damage is inappropriate and demonstrates a lack of respect for the community and the property of others. Unauthorized possession, use or misuse, removal, defacement and/or tampering of Tappan Zee Manor owned or leased property/equipment or any property belonging to a community member or guest is prohibited. Any resident who maliciously or accidentally damages Tappan Zee Manor owned property will be held responsible for the cost of the damage and/or the cost of the labor to restore or repair the property to its original condition. Residents will also be held responsible for the actions of and/or damages incurred by their guests. Residents are prohibited from physically repairing damages to Tappan Zee Manor property. If property is damaged, please report the damage to the concierge staff immediately. Tappan Zee Manor furniture may not be removed from resident apartments or common areas. Residents are responsible for the condition of their apartment and the furnishings provided for them by Tappan Zee Manor.

Dangerous Behavior

For the protection of everyone, any activity that can be interpreted as endangering to oneself, any community member, or guest, whether on purpose or by accident is prohibited.

Disorderly Conduct

For the protection of our community, behaviors whether through conduct or expression which are not civil or respectful and which breach the peace within or around the residence halls or at any residence community area related function are not permitted.

Medication Management

Medication Management is included in the services that Tappan Zee Manor provides to their residents. This service includes ordering, and supervised distribution and administration of oral or topical medications if needed. The staff at Tappan Zee Manor does not administer injectable. Any resident needing an injectable medication must self-administer or make additional arrangements.

Tappan Zee Manor orders medication for our residents through a pharmacy service. The pharmacy service bills residents directly for medications ordered. If a resident wishes to use their own pharmacy or mail order service for prescriptions they or their family is responsible for ordering and /or picking up their medication, and delivering it to the wellness center.

Please note: The wellness center must have at least 4 days of all medications in their possession for the resident or an order will be processed through the pharmacy and be billed to the resident. All medications including over the counter medications (aspirin, ibuprofen, cough medication) including vitamins and antacids must be processed through the wellness center with a prescription. Medications including over the counter medications are kept in our wellness office and administered at specific times based on the prescribed scripts.

Self-medication is allowed with written authorization from the residents' personal physician. The wellness staff supervises all residents' medication consumption.

Payment of Required Fees

Residents Monthly Fee is payable in advance by the first (1st) day of each month.

Payments received by the facility after the seventh (15th) day of the month when due, or any outstanding balance, will incur a late charge of one and one half (1-½ %) percent per month. A notification of any late charges, if necessary, will be sent with each monthly statement of charges. If resident is in default of any term or condition of this admission agreement, all charging

privileges for supplemental services and supplies (such as personal care supplies, hair salon services, additional laundry, dry cleaning, transportation, etc.) may be suspended at the option of the Facility.

Resident Communication

Residents are required to sign in and out when leaving the facility. Whenever possible notify your server when you will not be attending a meal. (For special event trips, the activities dept. will notify the dining room). If a resident does not attend a regular scheduled meal a representative of the Manor will locate the resident if in the house. The resident shall notify the concierge staff when out for any length of time including vacations and overnight stays

Notice of Absence

The resident shall notify the Home of any absence of the Resident from the property for a period of overnight or longer.

Fire Hazards and Safety

For the protection of our community, the following constitutes a list of fire safety violations:

- Tampering with or damaging fire equipment or intentionally misusing fire alarms, smoke detectors, fire sprinklers, fire extinguishers, emergency exit signs or pulling the fire alarm when the cause is unrelated to notification of a fire.
- Intentionally or negligently causing and/or creating a fire, explosion or release of poisonous gas or fumes.
- Failure to evacuate a building immediately following the sounding of an alarm, unless otherwise instructed by Tappan Zee Manor staff, fire-safety or other emergency response personnel.
- Possessing or storing gasoline, combustible decorations, chemicals, explosives, and/or fireworks.
- Storing fuel-driven engines including motorcycles, mopeds, scooters, etc. in residential housing.
- Microwaves, coffee pots, toaster ovens, hot pots, and all cooking appliances are prohibited in residences units.
- Open flames (including candles and incense), combustible decorations and chemicals, space heaters and halogen lamps are prohibited.
- Disabling, opening, damaging, or propping exits used exclusively as fire exits when not used for an emergency situation

Gratuities and Gifts

Gratuities and Gifts for services rendered for staff members and volunteers are neither expected nor permitted. We kindly request that you conform to this policy.

Harassment

Verbal, written, electronic, or other types of harassment that causes injury to, distress, or emotional or physical discomfort to community members and/or Tappan Zee Manor staff members will be considered a violation of this policy. Threatening remarks towards one's family or loved ones is also prohibited under this policy.

Harm or Threat of Harm to Self or Another

Any community member who threatens to commit harm or who commits harm to themselves or others is in violation of this policy.

Intolerance

Acts of intolerance towards a community member and/or any Tappan Zee Manor staff member disrupts our environment. Acts of intolerance, or bias-related incidents, are behaviors, which by intent, action and/or outcome harm or threaten to harm a person or a group of people. Acts of intolerance include but are not limited to:

- Acts motivated by prejudice toward a person or a group of people because of their race, religion, ethnicity, disability, national origin, age, gender, and/or sexual orientation.
- Overt actions such as verbal attacks and physical assaults on residents, Tappan Zee Manor staff and/or their property.
- Physical or written defacement or destruction of residential property and/or Tappan Zee Manor postings and posters.

Littering/Trash Removal

The Tappan Zee Manor staff work extremely hard to keep our community attractive and well maintained. Littering, inappropriate disposal of trash, and/or sweeping debris into a public hallway or area in our complex or the surrounding grounds is not permitted. Please assist us in maintaining a clean home for you and others.

Locks

For your own safety and security, installation of any door locks other than those provided by our Maintenance staff and approved by said staff is prohibited.

Pets

Pet visits are welcome at Tappan Zee Manor. If visitors choose to bring pets into the home for a visit, please keep in mind that all residents may not be pet friendly. Leashes are required in all community areas.

Noise Levels

Our community is a residential community and this policy intends to create a peaceful atmosphere. Residents and family members are expected to maintain a reasonable or moderate noise level in all of our surrounding grounds, and community areas.

Safety/Security

Safety/Security policies are necessary for the safety of residents and therefore must be followed. The following is a list of security/security violations:

- The unauthorized use, possession, or duplication of room keys including lending keys to any person;
- Bypassing or tampering with any electronic locking mechanisms;
- Unauthorized entry into a resident's unit or unauthorized area of the building other than the one for which a resident has key access;
- Unauthorized presence on rooftops, ledges, or areas marked for restricted access;
- Providing access to buildings or units within buildings to those other than residents with key access, staff, or attended guests by any means;
- Failure to lock or secure doors, entrance doors, or allowing a person entrance into a building and leaving them unattended in a public area;
- Removal of any window screens (except for evacuation due to a fire).
- Throwing, dropping, or projecting any objects from any residence hall building, doorway, window or balcony;

Sexual Assault

Sexual assault, sexual battery, or rape of a community member or guest thereof is prohibited. Note: This behavior is defined as any sexual activity that is carried out without the expressed consent of the parties involved.

Smoking

Smoking is prohibited in our building, community rooms, residential hallways, restrooms, lounges, stairs, and all other public areas. Smoking areas are available outside.

Solicitation

For safety purposes, and to avoid harassment situations towards members of our community, door-to-door solicitation for commercial purposes is prohibited.

Visitation

This visitation policy is designed with the safety and consideration of our community members and property in mind. Residents are permitted to host guests as long as the rights and privacy of the other persons living in the community are taken into consideration.

Visitors and guests are welcome anytime. For the safety of our residents please have all visitors/guests stop at the concierge desk and sign in and out. You are welcome to invite guests to join you in daily activities. Dining services are available for guests, for a nominal charge. Guests must receive a dining voucher, from the concierge desk, to join us in the main dining room for any meal. Guest accommodations are available for overnight stays. Fees for dining services are charged to your monthly bill.

Weapons, Firearms, Ammunition

For obvious reasons, the possession or use of firearms, ammunition, pistols, revolvers, pellet guns, air guns, and/or injury-threatening weapons deemed by law enforcement to be deadly are strictly prohibited. This also includes but is not limited to: dirks, daggers, machetes, slingshots, switchblade knives, weapons commonly known as blackjacks, sand-clubs, Billy clubs, and metal knuckles. Metal pipes, bars, razors with an unguarded edge or any knife being used for a purpose other than the preparation of food are also considered deadly weapon.

EXHIBIT XII

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, residents' 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 our residents or individuals within or outside of the residence to work for improvements in resident care;
- E. Every resident shall have the right to manage his or her own financial affairs;
- F. Every resident shall have the right to have privacy in treatment and in caring for personal needs;
- G. Every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;
- H. Every resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as-needed basis;
- I. Every resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the operator or any person affiliated with the operator;
- J. Every resident shall have the right not to be coerced or required to perform work of staff members or contractual work;
- K. Every resident shall have the right to have security for any personal possessions if stored by the operator;
- L. Every resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed

treatment, unless medically contraindicated, and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided that an operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a resident who has been fully informed of the consequences of such refusal;

- M. Every resident and visitor shall have the responsibility to obey all reasonable regulations of the residence and to respect the personal rights and private property of the other residents.
- N. Every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident in any report of such accident or incident;
- O. Every resident shall have the right to receive visits from family members and other adults of the resident's choosing without interference from the assisted living residence; 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, that if a resident, resident representative or legal representative agrees in writing to a specific rate or fee increase through an amendments of the residency agreement due to the resident's need for additional care, services or supplies, the operator may increase such rate or fee upon less than forty-five days written notice.
- Q. Every resident of an assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have a right to be informed by the operator, by a conspicuous posting in the residence, on at least a monthly basis, of the then-current vacancies available, if any, under the operator's enhanced and/or special needs assisted living programs.

Waiver of any of these resident rights shall be void. A resident cannot lawfully sign away the above-stated rights and responsibilities through a waiver or any other means.

EXHIBIT XIII

Operator Procedures: Resident Grievances and Recommendations

All grievance forms are located at the front desk

Once administration receives the completed form a written response from the administrator will be given to the complainer.

Please refer to complaint resolution located on page 19

Please fill out the required information and place it in grievance/suggestion box at the reception.

Name (Optional):		Date:	
Would you like to discuss this matter with facilities grievance facilitator? Circle one. (If yes, please include name above)	Yes	No	
Description / Grievance / Suggestion: ----- ----- ----- ----- ----- -----			
Action taken by Tappan Zee Manor: ----- ----- ----- ----- ----- -----			
Name			
Signature:		Date:	

EXHIBIT XIV

Consumer Information Guide: Assisted Living Residence (ALR)

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Introduction

This consumer information guide will help you decide if an assisted living residence is right for you and, if so, which type of assisted living residence (ALR) may best serve your needs.

There are many different housing, long-term care residential and community based options in New York State that provide assistance with daily living. The ALR is just one of the many residential community-based care options.

The New York State Department of Health's (DOH) website provides information about the different types of long-term care at www.nyhealth.gov/facilities/long_term_care/

More information about senior living choices is available on the New York State Office for the Aging website at www.aging.ny.gov/ResourceGuide/Housing.cfm

A glossary for definitions of terms and acronyms used in this guide is provided on pages 67 to 70.

What is an Assisted Living Residence (ALR)?

An Assisted Living Residence is a certified adult home or enriched housing program that has additionally been approved by the DOH for licensure as an ALR. An operator of an ALR is required to provide or arrange for housing, twenty-four-hour on-site monitoring, and personal care services and/or home care services in a home-like setting to five or more adult residents.

ALRs must also provide daily meals and snacks, case management services, and is required to develop an individualized service plan (ISP). The law also provides important consumer protections for people who reside in an ALR.

ALRs may offer each resident their own room, a small apartment, or a shared space with a suitable roommate. Residents will share common areas, such as the dining room or living room, with other people who may also require assistance with meals, personal care and/or home care services.

The philosophy of assisted living emphasizes personal dignity, autonomy, independence, privacy, and freedom of choice. Assisted living residences should facilitate independence and helps individuals to live as independently as possible and make decisions about how they want to live.

Who operates ALRs?

ALRs can be owned and operated by an individual or a for-profit business group or corporation, a not-for-profit organization, or a government agency.

Paying for an ALR

It is important to ask the ALR what kind of payment it accepts. Many ALRs accept private payment or long-term care insurance, and some accept Supplemental Security Income (SSI) as the primary method of payment. Currently, Medicaid and Medicare will NOT pay for residing in an ALR, although they may pay for certain medical services received while in the ALR.

Costs vary among ALRs. Much of the variation is due to the types and level of services provided and the location and structure of the residence itself.

Types of ALRs and Resident Qualifications

There are three types of ALRs: Basic ALRs (ALR), Enhanced ALRs (EALR), and Special Need ALRs (SNALR). The services provided, offered or permitted vary by type and can vary from residence to residence. Prospective residents and their representatives should make sure they understand the type of ALR, and be involved in the ISP process (described below), to ensure that the services to be provided are truly what the individual needs and desires.

Basic ALR

A Basic ALR takes care of residents who are medically stable. Residents need to have an annual physical exam, and may need routine medical visits provided by medical personnel onsite or in the community.

Generally, individuals who are appropriately served in a Basic ALR are those who:

- Prefer to live in a social and supportive environment with 24-hour supervision;
- Have needs that can be safely met in an ALR;
- May be visually or hearing impaired;
- May require some assistance with toileting, bathing, grooming, dressing or eating;
- Can walk or use a wheelchair alone or occasionally with assistance from another person, and can self-transfer;
- Can accept direction from others in time of emergency;
- Do not have a medical condition that requires 24-hour skilled nursing and medical care; or
- Do not pose a danger to themselves or others.

The Basic ALR is designed to meet the individual's social and residential needs, while also encouraging and assisting with activities of daily living (ADLs). However, a licensed ALR may also be certified as an Enhanced Assisted Living Residence (EALR) and/or Special Needs Assisted Living Residence (SNALR) and may provide additional support services as described below.

Enhanced ALR (EALR)

Enhanced ALRs are certified to offer an enhanced level of care to serve people who wish to remain in the residence as they have age-related difficulties beyond what a Basic ALR can provide. To enter an EALR, a person can “age in place” in a Basic ALR or enter directly from the community or another setting. If the goal is to “age-in- place,” it is important to ask how many beds are certified as enhanced and how your future needs will be met.

People in an Enhanced ALR may require assistance to get out of a chair, need the assistance of another to walk or use stairs, need assistance with medical equipment, and/or need assistance to manage chronic urinary or bowel incontinence.

An example of a person who may be eligible for the Enhanced ALR level of care is someone with a condition such as severe arthritis who needs help with meals and walking. If he or she later becomes confined to a wheelchair and needs help transferring, they can remain in the Enhanced ALR.

The Enhanced ALR must assure that the nursing and medical needs of the resident can be met in the facility. If a resident comes to need 24-hour medical or skilled nursing care, he/she would need to be transferred to a nursing facility or hospital unless all the criteria below are met:

- The resident hires 24-hour appropriate nursing and medical care to meet their needs;
- The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR;
- The operator agrees to provide services or arrange for services and is willing to coordinate care; and
- The resident agrees with the plan.

Special Needs ALR (SNALR)

Some ALRs may also be certified to serve people with special needs, for example Alzheimer's disease or other types of dementia. Special Needs ALRs have submitted plans for specialized services, environmental features, and staffing levels that have been approved by the New York State Department of Health.

The services offered by these homes are tailored to the unique needs of the people they serve. Sometimes people with dementia may not need the more specialized services required in a Special Needs ALR, however, if the degree of dementia requires that the person be in a secured environment, or services must be highly specialized to address their needs, they may need the services and environmental features only available in a Special Needs ALR. The individual's

physician and/or representative and ALR staff can help the person decide the right level of services.

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

	ALR	EALR	SNALR
Provides a furnished room, apartment or shared space with common shared areas	X	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities	X	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities	X	X	X
Medication management assistance	X	X	X
24-hour monitoring by support staff is available on site	X	X	X
Case management services	X	X	X
Individualized Service Plan (ISP) is prepared	X	X	X
Assistance with walking, transferring, stair climbing and descending stairs, as needed, is available		X	
Intermittent or occasional assistance from medical personnel from approved community resources is available	X	X	X

Assistance with durable medical equipment (i.e., wheelchairs, hospital beds) is available			X
Nursing care (i.e., vital signs, eye drops, injections, catheter care, colostomy care, wound care, as needed) is provided by an agency or facility staff		X	
Aging in place is available, and, if needed, 24-hour skilled nursing and/or medical care can be privately hired		X	
Specialized program and environmental modifications for individuals with dementia or other special needs			

How to choose an ALR

Visiting ALRs

Be sure to visit several ALRs before making a decision to apply for residence. Look around, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.

Ask to examine an “open” or “model” unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available or can be installed. Remember charges may be added for any special modifications requested.

It is important to keep in mind what to expect from a residence. It is a good idea to prepare a list of questions before the visit. Also, taking notes and writing down like or dislike about each residence is helpful to review before making a decision.

Things to consider

When thinking about whether a particular ALR or any other type of community-based housing is right, here are some things to think about before making a final choice.

Location

Is the residence close to family and friends?

Licensure/Certification

Find out the type of license/certification a residence has and if that certification will enable the facility to meet current and future needs.

Costs

How much will it cost to live at the residence? What other costs or charges, such as dry cleaning, cable television, etc., might be additional? Will these costs change?

Transportation

What transportation is available from the residence? What choices are there for people to schedule outings other than to medical appointments or trips by the residence or other group trips? What is within safe walking distance (shopping, park, library, bank, etc.)?

Place of worship

Are there religious services available at the residence? Is the residence near places of worship?

Social organizations

Is the residence near civic or social organizations so that active participation is possible?

Shopping

Are there grocery stores or shopping centers nearby? What other type of shopping is enjoyed?

Activities

What kinds of social activities are available at the residence? Are there planned outings which are of interest? Is participation in activities required?

Other residents

Other ALR residents will be neighbors, is this a significant issue or change from current living arrangement?

Staff

Are staff professional, helpful, knowledgeable and friendly

Resident satisfaction

Does the residence have a policy for taking suggestions and making improvements for the residents?

Current and future needs

Think about current assistance or services as well as those needed in several years. Is there assistance to get the services needed from other agencies or are the services available on site?

If the residence offers fewer Special Needs beds and/or Enhanced Assisted Living beds than the total capacity of the residence, how are these beds made available to current or new residents? Under what conditions require leaving the residence, such as for financial or for health reasons? Will room or apartment changes be required due to health changes? What is the residence's policy if the monthly fee is too high or if the amount and/or type of care needs increase?

Medical services

Will the location of the facility allow continued use of current medical personnel?

Meals

During visit, eat a meal. This will address the quality and type of food available. If, for cultural or medical reasons, a special diet is required, can these types of meals be prepared?

Communication

If English is not the first language and/or there is some difficulty communicating, is there staff available to communicate in the language necessary? If is difficulty hearing, is there staff to assist in communicating with others?

Guests

Are overnight visits by guests allowed? Does the residence have any rules about these visits? Can a visitor dine and pay for a meal? Is there a separate area for private meals or gatherings to celebrate a special occasion with relatives?

Who can help you choose an ALR?

When deciding on which ALR is right, talk to family members and friends. If they make visits to the residences, they may see something different, so ask for feedback.

Physicians may be able to make some recommendations about things that should be included in any residence. A physician who knows about health needs and is aware of any limitations can provide advice on your current and future needs.

Before making any final decisions, talking to a financial advisor and/or attorney may be appropriate. Since there are costs involved, a financial advisor may provide information on how these costs may affect your long-term financial outlook. An attorney review of any documents may also be valuable. (e.g., residency agreement, application, etc.)

Admission criteria and Individualized Service Plans (ISP)

An evaluation is required before admission to determine eligibility for an ALR. The admission criteria can vary based on the type of ALR. Applicants will be asked to provide results of a physical exam from within 30 days prior to admission that includes a medical, functional, and mental health assessment (where appropriate or required). This assessment will be reviewed as part of the Individualized Service Plan (ISP) that an ALR must develop for each resident.

The ISP is the “blueprint” for services required by the resident. It describes the services that need to be provided to the resident, and how and by whom those services will be provided. The ISP is developed when the resident is admitted to the ALR, with the input of the resident and his or her representative, physician, and the home health care agency, if appropriate. Because it is based on the medical, nutritional, social and everyday life needs of the individual, the ISP must be reviewed and revised as those needs change, but at least every six months.

Applying to an ALR

The following are part of entering an ALR:

An Assessment- Medical, Functional and Mental

A current physical examination that includes a medical, functional and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required form.

An application

An application and any other documents that must be signed at admission (get these from the residence). Each residence may have different documents. Review each one of them and get the answers to any questions.

Residency Agreement (Contract)

All ALR operators are required to complete a residency agreement with each new resident at the time of admission to the ALR. The ALR staff must disclose adequate and accurate information about living in that residence. This agreement determines the specific services that will be provided and the cost. The residency agreement must include the type of living arrangements agreed to (e.g., a private room or apartment); services (e.g., dining, housekeeping); admission requirements and the conditions which would require transfer; all fees and refund policies; rules of the residence, termination and discharge policies; and resident rights and responsibilities.

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department's website at:

http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf

Review the residency agreement very carefully. There may be differences in each ALR's residency agreement, but they have to be approved by the Department. Write down any questions or concerns and discuss with the administrator of the ALR. Contact the Department of Health with questions about the residency agreement. (See number under Information and Complaints)

Disclosure Statement

This statement includes information that must be made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services. The disclosure statement should be reviewed carefully.

Financial Information

Ask what types of financial documents are needed (bank statements, long term care insurance policies, etc.). Decide how much financing is needed in order to qualify to live in the ALR. Does the residence require a deposit or fee before moving in? Is the fee refundable, and, if so, what are the conditions for the refund?

Before Signing Anything

Review all agreements before signing anything. A legal review of the documents may provide greater understanding. Understand any long-term care insurance benefits. Consider a health care proxy or other advance directive, making decision about executing a will or granting power of attorney to a significant other may be appropriate at this time.

Resident Rights, Protection, and Responsibilities

New York State law and regulations guarantee ALR residents' rights and protections and define their responsibilities. Each ALR operator must adopt a statement of rights and responsibilities for residents, and treat each resident according to the principles in the statement. For a list of ALR resident rights and responsibilities visit the Department's website at http://www.nyhealth.gov/facilities/assisted_living/docs/resident_rights.pdf. For a copy of an individual ALR's statement of rights and responsibilities, ask the ALR.

Licensing and Oversight

ALRs and other adult care facilities are licensed and inspected every 12 to 18 months by the New York State Department of Health. An ALR is required to follow rules and regulations and to renew its license every two years. For a list of licensed ALRs in NYS, visit the Department of Health's website at www.nyhealth.gov/facilities/assisted_living/licensed_programs_residences.htm.

Information and Complaints

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871.

Glossary of Terms Related to Guide

Activities of Daily Living (ADL)

Physical functions that a person performs every day that usually include dressing, eating, bathing, toileting, and transferring.

Adult Care Facility (ACF)

Provides temporary or long-term, non-medical, residential care services to adults who are to a certain extent unable to live independently. There are five types of adult care facilities: adult homes, enriched housing programs, residences for adults, family-type homes and shelters for adults. Of these, adult homes, enriched housing programs, and residences for adults are overseen by the Department of Health. Adult homes, enriched housing programs, and residences for adults provide long-term residential care, room, board, housekeeping, personal care and supervision. Enriched housing is different because each resident room is an apartment setting, i.e., kitchen, larger living space, etc. Residences for adults provide the same services as adult homes and enriched housing except for required personal care services.

Adult Day Program

Programs designed to promote socialization for people with no significant medical needs who may benefit from companionship and supervision. Some programs provide specially designed recreational and therapeutic activities, which encourage and improve daily living skills and cognitive abilities, reduce stress, and promote capabilities.

Adult Day Health Care

Medically-supervised services for people with physical or mental health impairment (examples: children, people with dementia, or AIDS patients). Services include: nursing, transportation, leisure activities, physical therapy, speech pathology, nutrition assessment, occupational therapy, medical social services, psychosocial assessment, rehabilitation and socialization, nursing evaluation and treatment, coordination of referrals for outpatient health, and dental services.

Aging in Place

Accommodating a resident's changing needs and preferences to allow the resident to remain in the residence as long as possible.

Assisted Living Program (ALP)

Available in some adult homes and enriched housing programs. It combines residential and home care services. It is designed as an alternative to nursing home placement for some people. The operator of the assisted living program is responsible for providing or arranging for resident services that must include room, board, housekeeping, supervision, personal care, case management and home health services.

This is a Medicaid funded service for personal care services.

Disclosure Statement

Information made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services.

Health Care Facility

All hospitals and nursing homes licensed by the New York State Department of Health.

Health Care Proxy

Appointing a health care agent to make health care decisions for you and to make sure your wishes are followed if you lose the ability to make these decisions yourself.

Home Care

Health or medically related services provided by a home care services agency to people in their homes, including adult homes, enriched housing, and ALRs. Home care can meet many needs, from help with household chores and personal care like dressing, shopping, eating and bathing, to nursing care and physical, occupational, or speech therapy.

Instrumental Activities of Daily Living (IADL's)

Functions that involve managing one's affairs and performing tasks of everyday living, such as preparing meals, taking medications, walking outside, using a telephone, managing money, shopping and housekeeping.

Long Term Care Ombudsman Program

A statewide program administered by the New York State Office for the Aging. It has local coordinators and certified ombudsmen who help resolve problems of residents in adult care facilities, assisted living residences, and skilled nursing facilities. In many cases, a New York State certified ombudsman is assigned to visit a facility on a weekly basis.

Monitoring

Observing for changes in physical, social, or psychological well-being.

Personal Care

Services to assist with personal hygiene, dressing, feeding, and household tasks essential to a person's daily living.

Rehabilitation Center

A facility that provides occupational, physical, audiology, and speech therapies to restore physical function as much as possible and/or help people adjust or compensate for loss of function.

Supplemental Security Income (SSI)

A federal income supplement program funded by general tax revenues (not Social Security taxes). It is designed to help aged, blind, and disabled people, who have little or no income; and it provides cash to meet basic needs for food, clothing and shelter. Some, but not all, ALRs may accept SSI as payment for food and shelter services.

Supervision

Knowing the general whereabouts of each resident, monitoring residents to identify changes in behavior or appearance and guidance to help residents to perform basic activities of daily living.



State of New York
Department of Health

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