The Chelsea at New City

Residency Agreement

Table of Contents

Table of Exhibits

The Chelsea at New City
269 N. Main St.
New City, NY 10956

RESIDENCY AGREEMENT

THIS RESIDENCY AGREEMENT (the "Residency Agreement" or "Agreement") is entered into as of this _____ day of _____**20**____, by and between _____ _____(the "Resident"),_____ _____ ("Resident's Representative", if any) and _____ _____ ("Your Legal Representative," the "Resident's Legal Representative", if any), and CSH New City Operator, Inc. d/b/a The Chelsea at New City (the "Operator").

RECITALS

The Operator is licensed by the New York State Department of Health (NYSDOH) to operate at 269 N Main St, New City, New York 10956 an Assisted Living Residence ("The Residence") known as The Chelsea at New City ("Chelsea") and as an Adult Home; the Operator is also certified to operate, at this location an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence; and

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

I. Housing Accommodations and Services

A. Housing Accommodations and Services.

Beginning on _____, _____ Chelsea shall provide the Resident with the use of a suite (the "Suite'"), a ☐ private or ☐ semi-private living space, identified in Exhibit A at a rate as described in the Schedule of Fees, attached as Exhibit B and made a part of this Agreement. The Resident agrees that only the Resident may occupy the Suite, except as described in Sections III.D.4 and III.D.5 below. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

B. Primary Services

The basic rate includes the following services (the "Primary Services"):

1. The use of the Suite and the personal property of Chelsea located in the Suite, including flooring, window coverings, a private or shared bath, a refrigerator with freezer, and an individually controlled heating and cooling system. (See Exhibit C: Furnishings/Appliances Provided by the Operator)

2. The unrestricted use of the common areas of the building 24 hours per day, which are provided by Chelsea for the common use and enjoyment of all

residents of Chelsea. These areas include the Bistro, Parlor, Library, Multi-Purpose Room and Sports Tavern.

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

4. Attached as Exhibit D and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by you in your Suite. Exhibit L: Rules of the Residence contains any limitations or conditions concerning what type of appliances may be permitted (e.g., due to amperage concerns, etc.)

5. Restaurant-style dining services for three (3) nutritionally well-balanced meals per day, served in the dining room of Chelsea and #3 nutritious snacks per day Food and Drink are available to you 24 hours per day, 7 days a week in the Bistro. The following diets will be available when ordered by Your Primary Care Physician and included in Your Individualized Service Plan: Regular, No Added Salt, and/or No Concentrated Sweets.

6. Weekly housekeeping services, consisting of vacuuming, dusting cleared surfaces, cleaning bathroom, and changing bed linens.

7. A minimum of two (2) sheets; one (1) pillowcase, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition.

8. Weekly personal laundry, including pickup and delivery, but not including dry cleaning services. Weekly fresh towels and weekly clean bed linens for a single bed.

9. 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 emergency needs or requests for assistance on a 24-hour a day, seven days a week basis), as well as other components of supervision as specified in law and required by the New York State Department of Health.

10. The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs.

11. The Operator will provide You with up to 3.75 hours per week of assistance with personal care to enable You to maintain good personal hygiene, including: wellness checks such as weight and blood pressure monitoring, dressing, bathing, and grooming, medication acquisition, storage and disposal, and assistance with self-administration of medication; to carry out activities of daily

living; to maintain good health; and to participate in the ongoing activities of Chelsea, as per Your individualized service plan.

12. The Operator will develop an individualized service plan to address Your needs. The individualized service plan will be updated every six months, and whenever ordered by Your physician, or as frequently as needed to reflect Your changing needs. Additional services, including certain skilled nursing tasks, are available to Residents admitted to the Enhanced Assisted Living Residence.

13. A periodic wellness assessment by a nurse that consists of blood pressure check, nutrition counseling, and health education. Wellness assessments are by appointment as scheduled by Chelsea.

14. Transportation as scheduled by Chelsea for shopping and other community services and for activities sponsored by Chelsea. If needed, staff will assist residents with arranging transportation for personal appointments. Residents will be responsible for fees incurred for transportation service for personal appointments as well as any escort necessary.

15. Regularly scheduled social, educational, religious, and recreational and wellness programs, designed to meet your physical, social, and spiritual needs. The program of planned activities and opportunities for community participation and services will be posted on a monthly schedule of activities in a readily visible common area of the Residence.

16. Water and sewer services, refuse disposal, electricity, gas, and pre-wiring providing access to telephone and cable television services. The Resident is responsible for monthly cable and telephone fees.

C. Additional Services

1. Levels of Care. Chelsea will make available to the Resident, for an additional charge, certain personal care and health care services. A Resident's level of care is determined through a resident evaluation by a Nurse and Case Manager, in consultation with Your physician. The terms and conditions applicable to the Level of Care Fee are explained in the addendum entitled "Level of Care Fee" attached as Exhibit E and F, which shall be made a part of this Agreement if signed by the Resident. The Level of Care Fee Addendum may be amended from time to time in the sole discretion of Chelsea or as required by applicable law. The Resident and/or Resident's Representative will be notified of any changes to the Level of Care Fee Addendum in writing and will be provided written notification of any rate or fee increase no less than forty-five (45) days prior to the effective date of the rate or fee increase.

2. Additional Services. Chelsea will make available to the Resident, at the Resident's request, subject to the terms and conditions of this Agreement,

additional services. The cost for additional services shall be as set forth in Exhibit B: Schedule of Fees, attached to and made a part of this Agreement. This Exhibit B 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 and states who will provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status

1. Enhanced Assisted Living. Chelsea is certified by the New York State Department of Health to provide aging in place by admitting and retaining Residents who desire to age in place by admitting them to the Enhanced Assisted Living Residence. The scope of services Chelsea will offer to Residents to accommodate a Resident's changing needs and preferences as long as the community is able and authorized to safely accommodate those current and changing needs, are described in Exhibits E and F.

   If it is determined that the Resident is in need of the Enhanced Assisted Living program either as a result of a report completed by the Resident's physician or through an evaluation completed by Chelsea, in consultation with Your physician, the Resident or his/her personal representative will be notified and The Enhanced Assisted Living Addendum, attached hereto as Exhibit G, must be signed, and which shall be made a part of this Agreement once signed by the Resident/Resident's Representative.

2. The Country Cottage. Chelsea at New City is certified by the New York State Department of Health to provide a program specifically designated to the care of residents with a diagnosis of Alzheimer's/Dementia by admitting them to the Special Needs Assisted Living Residence. The Country Cottage at Chelsea at New City provides all the services of the facility's assisted living and Special Needs care programs but also provides a program with staff trained to address each individual's special needs and provides stimulation to help preserve skills through daily activities. No outside agency or individual will be permitted to provide these services in The Country Cottage without prior approval from Chelsea at City.

   If it is determined that the Resident is in need of the program offered by The Country Cottage, either as a result of a report completed by the Resident's physician or through an evaluation completed by Chelsea at New City, in consultation with Your physician, the Resident or his/her personal representative will be notified and The Country Cottage Addendum (Special Needs Assisted Living Residence), attached hereto as Exhibit H, must be signed, and which shall be made a part of this Agreement once signed by the Resident/Resident's Representative.

3. Contracted Service Providers. 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 J of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. Disclosure Statement

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4) and (5), The Operator is disclosing information as required under Public Health Law Section 4568 (3). Such disclosures are contained in Exhibit K, which is attached to and made part of this Agreement. Among the items to be disclosed are a statement listing the residence's licensure status; a statement that the resident shall have the right to receive services from service providers with whom the Operator does not have an arrangement; a statement that the resident shall have the right to choose their health care providers, notwithstanding any agreements to the contrary; and a statement regarding the availability of Long-Term Care Ombudsman Services and the telephone number of the local and State Ombudsman.

III. Fees

A. Basic Rate/Primary Service Fees

Select all that apply
☐ The Resident ☐ The Resident's Representative
☐ The Resident's Legal Representative
☐ Other, please specify: ***Insert Other, if applicable.***

agree that they will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. A and B. of this Agreement (*the "Basic Rate").* The Basic Rate/ Primary Services Fee as of the date of this agreement is ($_____ per month) or ($ _____ per day).

The Primary Services Fee are billed in advance, on the 20th day of the previous month and payment is due by the 1st day of the month to which billing applies, except that the first payment of the Primary Service Fee is due at the time this Agreement is executed.

B. Tiered Fee Arrangements

The Residence uses a Tiered Fee system, wherein the Monthly Rate includes the Basic Rate/Primary Services Fee and Level of Care fee, if applicable. Any "Tiered" fee arrangements, in which the amount of the Monthly 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 Exhibits E and F and made a part of the Agreement. Such exhibits describe 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.

Level of Care Fee. In the event that Chelsea provides the Resident personal care beyond 3.75 hours a week and health care services beyond the periodic wellness assessment included in the Primary Services Fee as per an evaluation by the nurse and case manager, the Resident will pay to Chelsea a fee in an amount indicated in Exhibit E: Level of Care Fees and Exhibit F: Level of Care Fee in Special Needs Assisted Living (Memory Care).. The level of care fee arrangement is set forth in detail in Exhibit E and Exhibit F (Memory Care), and made a part of this Agreement. Such exhibit describes the types of services provided, the number of hours or care provided per week for such services, the fees for each "tier" of care, and describes who will be providing care, if other than staff of the operator. All care charged for in the tiers described in Exhibits E and F is provided by staff of the Operator.

Movement between tiers is determined by the Resident's increasing or decreasing needs. The charges for changed tiers will take effect on a pro-rated basis on the date the Residents needs change. If the Basic Rate/Primary Service Fee is adjusted or if the Monthly Rate is adjusted for reasons other than a change in the level of care, the Resident will be given the notice required (not less than 45-days written notice).

B. Supplemental, Additional or Community Fees

1. Suite Reservation Fee. A $_____ Suite Reservation Fee is required to reserve a suite during the application process. This fee is completely refundable within 30 days of the execution of this Agreement if the Resident decides not to take up residence at Chelsea. Once an individual has taken up residence at Chelsea, this fee is applied to the Community Fee

2. Community Fee. The Community Fee is a one-time fee the Operator may charge at the time of admission. Community Fee is used to help offset the costs associated with the furnishing and upkeep of the common areas, as well as the care of the gardens and landscaping. The Community Fee is a one-time fee equal to the daily Primary Service fee (as defined in Section III.A.1 and as shown on Exhibit B) times 30 days. It is non-refundable subsequent to thirty (30) days after the Move-In Date (defined in Section III.D.1). Within the first thirty (30) days, the Community Fee is refunded. 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.

3. Telephone Fees. If outside phone service is to be connected, the Resident must contact the telephone company to arrange for phone service. The Resident is responsible for all phone service charges, including cell phone charges. The telephone company will bill the Resident directly.

4. Additional Services Fee. 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). Any charges by the Operator, whether part of the Basic Rate, Supplement, Additional or Community fee (see Section III.B.2), shall be made only for services and supplies that are actually supplied to the Resident.

   In the event that Chelsea provides the Resident any additional services identified in Section I.C.3 of this Agreement, the Resident will pay to Chelsea a charge for each additional service, in amounts indicated in the Schedule of Fees. If Chelsea provides an additional service agreed to by the parties in writing, but not identified in Section I.C.3, the Resident will pay to Chelsea the agreed to charge for the service. The Operator agrees to provide these additional services and supplies to residents who receive Supplemental Security Income (SSI) or Home Relief (HR) payments at a charge that is reasonably related to the cost of the services or supplies. All charges for additional services, if any, are billed monthly and are due within 15 days of the statement date.

C. Rate or Fee Schedule

Attached as Exhibit B and made a part of this Agreement is a rate or fee schedule covering both the Basic Rate, as defined in Section III.A above, and any Additional, Supplemental or Community fees, with a detailed explanation of which services, supplies, and amenities are covered by such rates, fees, or charges.

D. Billing and Payment Terms

1. Move-In Date. This Agreement will commence on the date first set forth on Page 1 (the "Move-In Date") and will continue on a month-to-month basis, unless terminated by either party in accordance with the provision of Section XIII below.

2. Monthly Statement. Chelsea will provide the Resident with a monthly statement itemizing the month's fees, charges and payments received, and showing the balance due. Payment is due by the first of the month. Payments shall be delivered to Chelsea at New City, 269 N Main St, New City, New York 10956. The Resident will pay a late payment fee (the "Late Payment Fee") in an amount indicated in the Schedule of Fees for any month in which the entire balance due is not paid within 15 days of the statement date. The Resident or Responsible Party, if any, has the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties. The Resident will pay all costs and expenses, including without limitation, reasonable attorneys' fees, court costs, and collection fees incurred by Chelsea in collecting amounts past due under this Agreement as determined by a court of competent jurisdiction.

In the event the Resident, Resident's representative, or Resident's legal Representative is no longer able to pay for services as outlined in this Residency agreement and deemed necessary by the Resident's physician, the Resident, Resident's Representative, or Resident's Legal Representative, as appropriate, must inform the Administrator or designee as soon as possible. A failure to make payments may entitle Chelsea to terminate this Residency Agreement in accordance with the Termination provisions in Section XIII below.

3. Related Second Resident. A spouse or other immediate family member may occupy the Suite with Resident (the "Related Second Resident") subject to the following conditions all as determined by Chelsea in its sole discretion: (1) the Related Second Resident must meet all requirements for admission; (2) the Related Second Resident must sign a separate residency agreement; and (3) the Related Second Resident must pay the second person fee and all applicable level of care charges. If one person permanently vacates the Suite, the remaining resident shall have the option of: (1) retaining the same Suite, paying for private occupancy, less the second person fee and any other level of care charges; (2) relocating to a single occupancy suite, if available.

4. Unrelated Second Resident. A person unrelated to the Resident may occupy the Suite with Resident (the "Unrelated Second Resident") so long as the Unrelated Second Resident has signed a separate Residency Agreement. If one person permanently vacates the Suite, the remaining resident shall have the option of: (1) retaining the same Suite and paying for private occupancy; or (2) relocating to a single occupancy suite, if available.

5. Payor Information and Funding Source. If Chelsea has made a reasonable determination that the Resident either lacks the current capacity to manage his or her financial affairs or the financial means to assure payment due under this Residency Agreement, then Chelsea may request that the Resident identify an individual who is willing to provide certain assistance to or on behalf of the Resident in the event that such assistance is necessary, and who is willing to pay the Resident's financial obligations to Chelsea under the Residency Agreement in the event that the Resident does not make payments when due (the "Responsible Party"). The Responsible Party has joined in this Agreement by executing the Responsible Party Agreement attached as Exhibit L and made a part of this Agreement. By executing this Agreement, the Resident or his or her Responsible Party is obligated to make payments promptly under this Agreement.

6. Death. In the event of the Resident's death, this Agreement will terminate when all personal effects are removed from the Suite. Until the date the Suite is emptied of all personal property, the Resident or the Resident's Estate shall remain liable for an amount equivalent to the primary service fee.

E. Adjustments to Basic Services Rate or Additional or Supplemental Fees

1. Upon any change in fees and after the Operator gives the resident the required 45-day written notice of the increase (see Section III.E.3), Chelsea will provide the Resident with an amended Schedule of Fees or other amendment to this Agreement for signature. The Resident agrees to sign the amended Schedule of Fees or other amendment to this Agreement and pay all applicable new or increased fees and charges, unless the Resident terminates this Agreement prior to the effective date of the fee or charge increase.

2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to the Resident by the Operator, once the Resident has been admitted as a resident.

3. The Resident has the right to written notice of any proposed increase of the Primary Services Fee 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 following exceptions:

    a. If the Resident or the Resident's Representative or the Resident's Legal Representative agree in writing to a specific rate or fee increase through an amendment of this Agreement, due to the need for additional care, services, or supplies, the Operator may increase such rate or fee upon less than forty-five (45) days written notice.

    b. If the Operator provides additional care, services or supplies upon the express written order of the Resident's primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or any additional or supplementary fee upon less than forty-five (45) days' written notice.

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

F. Bed Reservation

1. Temporary Absences. Chelsea agrees to reserve the Resident's Suite as specified in Section I.A.1 in the event of the Resident's absence, including, but not limited to, times when the Resident is on vacation or when the Resident has been transferred temporarily to a skilled nursing facility, or if the Resident has been transferred to an outside health care facility. The charge for this reservation is $_____ per day, the Resident's Primary Services Fee (as defined in Section III.A.1 and as shown on Exhibit B; the total daily rate for a one-month period may not exceed the established monthly rate). Chelsea will reserve the

Resident's Suite for as long as the Resident continues to pay the Primary Services Fee. This provision to reserve the Suite does not supersede the requirements for termination set forth in Section XIII of this Agreement. The Resident may choose to terminate this Agreement rather than reserve such suite, but must provide Chelsea with the 30-days written notice required in Section XIII.B. The Resident is not entitled to any discounts from the Primary Services Fee during such absences. The Resident will not be billed for the Level of Care Fee or for additional services identified in Section I.C.3 beginning on the 15th consecutive day of absence. In the event of a temporary absence from the residence (more than 14 consecutive days) Chelsea will issue any applicable credit fees starting on the 15th day.

2. Notice of Absences. The Resident, the Resident's Representative, if applicable, and the Resident's Legal Representative, if applicable, shall notify the Executive Director or his or her designee if the Resident will be absent from Chelsea for any period of time. Chelsea assumes no responsibility for the Resident's welfare during times the Resident is away from Chelsea.

IV. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time the Resident's discharge, but in no case more than three (3) business days after the Resident is discharged from the Residence, the Operator must provide the Resident/Resident's Representative or any person designated by the Resident with a final written statement of the Resident's payment and personal allowance accounts at the Residence. The Resident will be charged for the day of Admission up through and including the day of discharge ("the Discharge Date"). If the Resident or the Resident's Representative or Legal Representative fail to remove the Resident's belongings and personal property from the Resident's room prior to the Discharge Date, the Operator will continue to assess the Primary Services Fee (as defined in Section III.A.1 and set forth on Exhibit B) until the Resident's belongings and personal property are removed from Chelsea. The amount charged will be prorated from the Discharge Date to the date the Resident's belongings and personal property are removed from Chelsea. The Resident agrees that Chelsea may dispose of any unclaimed property forty-five (45) days after the Discharge Date for any reason and by any part.

The Operator must also return at the time discharge, but in no case more than three (3) consecutive business days any of the Resident's money or property which comes in to the possession of the Operator after the Resident's discharge. The Operator must refund on the basis of a per diem proration of any advance payment(s) which the Resident has made.

If the Resident dies, the Operator must turn over the Resident's property to the legally authorized representative of the Resident's estate. If the Resident dies without a will and the whereabouts of the Resident's next of kin is unknown, the Operator shall contact the Surrogate's Court of Rockland County wherein the Residence is located in order to determine what should be done with property of the Resident's estate. The Residency Agreement will not terminate until the first full day after the Resident's Representative removes all of the Resident's belongings from the Unit.

Any refunds due and issued after the Resident's demise will be made payable to the Resident's estate, or to the following representatives:

_____

_____

V. Transfer of Funds or Property to Owner/No Transfer of Ownership

Except for the payment of those fees and charges identified in Section III or elsewhere in this Agreement, Chelsea does not require the Resident to transfer to Chelsea ownership of any property, real estate, money, or financial investments, either at the time of admission or at any future date. Chelsea does not accept residents transfer of ownership.

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

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

VII. Fiduciary Responsibility

If the Operator assumes management responsibility over the Resident's funds pursuant to Section IX of this Agreement, the Operator shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for the Resident by the Operator shall be the Resident's property.

VIII. Tipping

The Operator must not accept, nor allow staff or agents of Chelsea at New City 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 the resident or his/her representative.

The resident agrees to inform the operator if he/she receives or has applied for SSI or 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/.

SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at https://otda.ny.gov/programs/temporary-assistance/.

The resident or the resident's representative shall complete the following:

I receive SSI funds ( ) or I have applied for SSI funds ( )
I receive SNA funds ( ) or I have applied for SNA funds ( )
I do not receive either SSI or SNA funds ( )
Other:_____

If a signatory to this Agreement other than the Resident chooses not to place the Resident's personal allowance funds in an account maintained by Chelsea, 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 Assisted Living Residence

A. Admission and Retention Criteria. Under the law, which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit nor retain 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 Service Plan (ISP). The Operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility, and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et. seq. and with the provisions of those sections. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the Resident is appropriate for admission. The Operator has conducted this evaluation of the Resident and has determined that the Resident is appropriate for admission to Chelsea and that the Operator is able to meet the Resident's care needs within the scope of services authorized under the law and within the scope of services determined necessary for the Resident under the Resident's individualized services plan.

1. If the Resident is being admitted to the Enhanced Assisted Living Residence (EALR), the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

2. If the Resident is being admitted to the Special Needs Assisted Living Residence (SNALR), the additional terms of the "Special Needs Assisted Living Residence Addendum" will apply.

3. If the Resident, who is residing in the Basic Assisted Living Residence care needs have changed and requires either Enhanced Assisted Living care or 24-hour skilled nursing care, the resident 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. The Operator will evaluate whether or not the residence is able to provide and/or arrange an adequate and safe plan of care in accordance with the Resident's Individualized Service Plan. Should the Operator determine the Resident is no longer appropriate for residency in either the Basic Residence or under the Enhanced Assisted Living certificate, the Operator will take appropriate action to terminate this Agreement, pursuant to Section XIII. of the Agreement.

4. The Enhanced Assisted Living Residence is available to Residents who are admitted to the EALR directly from the community and those residents 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; and/or
    b. Chronically require the physical assistance of another person to climb and/or descend stairs; and/or
    c. Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; and/or
    d. Have chronic unmanaged urinary and/or bowel incontinence.

5. If the Resident reaches a point where he/she is in need of twenty-four (24) hour skilled nursing or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge the Resident from residency, unless each of the following conditions are met:

    a. The Resident/Resident's Representative / Legal Guardian hires appropriate nursing, medical or hospice staff to care for the Resident's increased needs; and
    b. The Resident's physician and home care services agency both determine and document that with the provision of such additional nursing, medical, or hospice care, the Resident can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 20 or Mental Hygiene Law Articles 19, 31, 0r 32; and
    c. The Operator agrees to retain the Resident and to coordinate the care provided by the Operator and the additional nursing, medical or hospice staff.

B. Discharge Criteria and Policies. The Resident acknowledges that he or she may be deemed to have needs beyond those Chelsea is licensed to provide. If it is determined through an evaluation completed by a physician or licensed nurse and documented in the Resident's record that a Resident's needs meet any of the below characteristics (and any other characteristics set forth in Public Health Law Article 28, Mental Hygiene Law Articles 19, 31, or 32; N.Y.C.R.R Title 10: Part 1001 Section 1001.7; or N.Y.C.R.R Title 18: Part 488 Section 488.4), Chelsea will consult with the Resident's physician, and if confirmed, notify the Resident that he or she must be transferred to the appropriate care setting:

1. The Resident requires 24-hour, seven day a week nursing supervision;
2. The Resident suffers from a serious and persistent mental disability sufficient to warrant placement in an acute care or residential treatment facility operated or certified by an office of the Department of Mental Hygiene;
3. The Resident requires health, mental health, or other services which cannot be provided by local service agencies;
4. The Resident causes, or is likely to cause, a danger to himself/herself or others;
5. The Resident repeatedly behaves in a manner which directly impairs the well-being, care, or safety of the Resident or other Residents or which substantially interferes with the orderly operation of the Community;
6. The Resident requires continual skilled observation of symptoms and reactions or accurate recording of such skilled observations for the purpose of reporting on a medical condition to the Resident's physician;
7. The Resident refuses or is unable to comply with a prescribed treatment program, including but not limited to a prescribed medications regimen when such refusal or inability causes, or is likely to cause, in the judgement of a physician, life-threatening danger to the Resident or others;
8. The Resident is chronically bedfast and not on Hospice Program;
9. The Resident suffers from a communicable disease or health condition which constitutes a danger to other Residents and staff;
10. The Resident is dependent on medical equipment unless it has been demonstrated that:
    a. The equipment presents no safety hazard;
    b. Use of the equipment does not restrict or impede the activities of other Residents;
    c. The Resident is able to use and maintain the equipment with only intermittent or occasional assistance from medical personnel;
    d. Assistance in the use or maintenance of the equipment, if needed, is available from local social services agencies or approved community resources;
    e. Each required medical evaluation attests to the Resident's ability to use and maintain the equipment;
11. The Resident has chronic personal care needs which cannot be met by adult home staff or approved community providers; or
12. The Resident engages in alcohol or drug use which results in aggressive or destructive behavior.

XI. Rules of the Residence

Attached as Exhibit M, and made part of this Agreement, are the Rules of the Residence. The Resident, the Resident's Representative, if applicable, and the Resident's Legal Representative, if applicable, understand that the Resident must comply with all reasonable rules and regulations of Chelsea regarding resident conduct at Chelsea, as they may be amended from time to time. Chelsea will notify the Resident and/or Resident's Representative in writing of any changes to the Rules of the Residence.

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

A. Personal Effects. The Resident is responsible for supplying the Resident's personal clothing and effects. The Resident's Representative or Legal Representative, if applicable, will supply resident with enough sets of clothing, undergarments, etc., as necessary.

B. Monthly Payments. The Resident, Resident's Representative, if applicable, and Resident's Legal Representative, if applicable, will make appropriate monthly payments as agreed to in this Residency Agreement.

C. Personal Profile. The Resident will inform Chelsea promptly of any change of name, address, and/or phone number. The Resident's Representative or Resident's Legal Representative, if applicable, will advise Chelsea of any change of contact person, address, telephone number, etc., including designating an alternate contact person for periods when the Resident's Representative or Resident's Legal Representative is absent or otherwise unavailable.

D. Medical Profile. The Resident will provide a medical evaluation (NYS DOH-3122) to Chelsea at the time of admission and at least 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. The Resident, Resident's Representative, if applicable, and Resident's Legal Representative, if applicable, agree to provide the initial and annual signed and dated medical evaluations to Chelsea and to provide prompt notification to Chelsea of any changes in health status, health care proxy, physician, or medications.

E. Furnishing of Health/Medical/Home Health Care Services. Except as otherwise expressly stated in this Agreement, the Resident, the Resident's Representative, if applicable, and the Resident's Legal Representative, if applicable, are responsible for furnishing or paying for any health and medical and/or home health care services, including, without limitation,

hospital services, physicians' services, nursing services including skilled nursing services through a Certified Home Health Care Agency or skilled nursing facility charges, private duty personnel, medications, vitamins, eye glasses, eye examinations, hearing aids, ear examinations, dental work, dental examinations, orthopedic appliances, laboratory tests, x-ray services, or any rehabilitative therapies. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third-party coverage. A Resident has the right to receive such services from a service provider of his/her choice and with whom Chelsea does not have an arrangement.

XIII. Termination and Discharge

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

A. By mutual, written agreement between You and the Operator.

B. Termination by Resident. The Resident may terminate this Agreement at any time and for any reason upon thirty (30) days prior written notice to Chelsea's Executive Director. The notice must identify the date when the termination is to become effective, which must be at least thirty (30) days after the date of the notice, and the Resident's intent to terminate this Agreement and leave Chelsea. The Resident will be responsible for Chelsea's charges until the end of the notice period.

C. Termination by Chelsea. Chelsea may terminate this Agreement upon thirty (30) days' prior written notice to the Resident, the Resident's Representative, the Resident's next of kin, the Responsible Party, and any other person designated by Resident. Involuntary termination of this Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator. The reasons for involuntary termination are:

1. The Resident requires continual medical or nursing care or services that Chelsea is not licensed to provide (see Section X.B: Discharge Criteria and Policies);

2. The Resident's behavior poses imminent risk of death or imminent risk of serious physical harm to the Resident or others;

3. Failure of the Resident or Responsible Party to make timely payment for any authorized fees and charges when due; if the failure to make timely payment resulted from the interruption of the Resident's receipt of any public benefit to which the Resident is entitled, the Operator must assist the Resident in obtaining such public benefits or other available supplemental public benefits during the thirty (30) day period of notice of termination before termination of this Residency Agreement can take place. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.

4. The Resident is habitually disruptive, creates unsafe conditions, or is physically or verbally abusive to other residents or staff, or repeatedly behaves or socializes in a way that directly impairs the well-being, care, or safety of the Resident or that substantially interferes with the orderly operation or enjoyment of Chelsea by other residents; or

5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;

6. A receiver is appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety.

If Chelsea decides to terminate the Residency Agreement for any of the reasons stated above, Chelsea must give the Resident a notice of termination and discharge. The notice will include: the date of termination, which must be at least 30 days after delivery of notice, the reason for the termination, a statement of the Resident's right to object and a list of free legal advocacy resources approved by the New York State Department of Health.

The Resident may object to the proposed termination and may be represented by an attorney or advocate. If the Resident challenges the termination, Chelsea must institute a special proceeding in court in order to terminate the Residency Agreement, and Chelsea cannot discharge the Resident unless the court rules in favor of the Operator. While legal action is in progress, Chelsea cannot 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 the Resident.

Both the Resident/Resident's Representative/Resident's Legal Representative and the Operator are free to seek any other judicial relief to which they may be entitled.

The Operator will assist the Resident/Resident's Representative/Legal Guardian, to the extent necessary to assure, whenever practicable, the Resident's placement in a care setting, which is adequate, appropriate and consistent with the Resident's/Resident's Representative/ Legal Guardian's wishes.

D. Delivery of Suite at Termination of Agreement. If this Agreement is terminated pursuant to this Section XIII, the Resident will vacate the Suite at the termination of this Agreement and deliver possession of the Suite and its equipment, appliances, and fixtures to Chelsea in good condition, ordinary wear and tear expected. The Resident, Resident's Representative, if applicable, and Resident's Legal Representative, if applicable, will remove all of the Resident's property and will pay the cost of removing and storing any property of the Resident remaining in the Suite after the termination of this Agreement.

XIV. Transfer

Chelsea may seek appropriate evaluation and assistance and may arrange for the Resident's transfer to an appropriate and safe location, prior to termination of the Residency Agreement and without thirty (30) days' written notice or court review, for the following reasons:

1. When the Resident develops a communicable disease, medical or mental condition, or sustains an injury such that continual skilled medical or nursing services are required;
2. In the event the Resident's 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 the Resident is transferred, in order to terminate the Residency Agreement, Chelsea will proceed with the termination requirements set forth in Section XIII of this agreement, except that the written notice of termination must be hand delivered to the Resident at the location to which the Resident has been moved. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

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

XV. Resident Rights and Responsibilities

A. Resident Rights and Responsibilities. Attached as Exhibit N 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 the Resident in accordance with such Statement of Rights and Responsibilities.

B. Hiring of Private Pay Home Care Services. Attached as Exhibit O and made a part of this Agreement is the Operator's policy regarding the hiring of private duty aides. The Resident agrees to comply with the requirements of Exhibit O in the event that the Resident chooses to employ a private duty aide.

C. Use of Recording Devices. The Resident acknowledges:

1. Among each resident's rights at Chelsea are the right to privacy and the right to be treated with respect, courtesy, consideration, and dignity. The right to privacy extends to, among other things, accommodations, medical treatment, written and telephone communications, visits, and meetings of family and resident groups. Resident shall not

be permitted to use electronic devices for the purpose of recording a video or audio image of another person, and shall not permit any of his representatives, agents, visitors, or guests at Chelsea to use electronic devices for this purpose, without the express prior written consent of Chelsea, which consent may be granted or withheld in Chelsea's sole discretion. An "Electronic Device" shall include but not be limited to, monitoring systems, recording systems, cameras, video surveillance cameras, video equipment, cellular telephones equipped with a camera feature, web-based cameras or phones, video phones, audio devices or any other device, technology or mean of communication that can be used to monitor a person or record a video or audio image of a person.

2. In the event Chelsea does consent to the use of an Electronic Device, the following provisions shall apply:

   i. Resident or Resident's legal representative shall be required to sign a separate, written consent. The Resident shall have the right to refuse consent and this refusal shall take precedence over the insistence of any family member's or third party's request to monitor or record such Resident. If the Resident is in a multi-person room, the separate, prior written consent of each roommate must be obtained prior to the installation or use of an Electronic Device. If the roommate will not provide consent, the Resident shall not be permitted to install or use an Electronic Device. Chelsea shall be under no obligation to provide reasonable accommodation or relocation to Resident for the purpose of installing or using an Electronic Device.

   ii. Chelsea may direct the installation and placement of the Electronic Device, at the sole cost of the Resident. Once installed, Chelsea shall have no responsibility for the maintenance of the Electronic Device, which shall be at sole cost of the Resident.

   iii. Chelsea shall post conspicuous notices that an Electronic Device is in use in the Resident's room.

   iv. Resident shall not hold Chelsea liable for any violations of the Resident's right to privacy, excepting Chelsea's gross negligence or willful misconduct.

   v. All recordings must be for Resident's sole personal use. Resident shall not hold Chelsea liable for Resident's use of any recordings made and in Residents possession.

   vi. Any recording purporting to show any act of abuse, neglect, or other willful misconduct must be immediately provided to Chelsea. Any recording to be used in any proceeding alleging a claim or complaint against Chelsea must be immediately provided to Chelsea.

vii. Chelsea may, but has no obligation to, make requests for copies of recording from the use of an Electronic Device. In the event Chelsea does request a copy of any recording, such copy shall be provided to Chelsea no later than one day after request. Any recording provided to Chelsea shall become part of the Resident's file. Resident acknowledges that copies of any recordings in Chelsea's possession may be subject to inspection by government agencies or may be requested as part of any litigation or adverse proceeding.

viii. Resident acknowledges that other individuals may be captured on any recordings made and that those individuals may have certain legal protections with respect to their privacy that must be respected. The legal protections of other individuals may supersede Chelsea's consent to Resident's use of an Electronic Device.

3. Monitoring or recording without the consent of Resident, Resident's legal representative, or Chelsea (including but not limited to covert monitoring or recording) is prohibited. If discovered, Chelsea can require Resident or Resident's legal representative to immediately remove the Electronic Device or to take all action to comply with that section, and Chelsea further reserves all other rights available in law and equity.

4. Resident, Resident's Representative, or Resident's legal representative, if any, agree to defend, indemnify and hold harmless Chelsea and its employees and agents (each, an "Indemnitee," and collectively, the "Indemnitees") from and against any and all losses, claims, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees, and expenses) (collectively, "Losses") relating to or arising from or in connection with (i) any breach of this Section XV.B by Resident, his representatives, agents, visitors, or guests; (ii) any litigation, action, claim, proceeding or investigation by any third party relating to or arising out of the use of an Electronic Device by Resident, his representatives, agents, visitors, or guests; and (iii) the enforcement by the Indemnitees of its rights pursuant to this Paragraph 4, and any litigation, proceeding or investigation relating to any of the foregoing. The Resident, Resident's Representative, and Resident's Legal Representative, as applicable, understands that they retain any and all rights under law and equity to contest the imposition of any Losses and to assert any actions or claims they have against the Operator for losses, damages, liabilities, obligations, property damages or other expenses of any type (including attorney's fees and court costs) as ordered by a court of competent jurisdiction resulting from, arising out of, or related to the acts or omissions of the Operator or its employees, agents or contractors.

XVI. Complaint Resolution

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

The Operator agrees that the residents of the Residence may organize and maintain councils or such other self-governing body as the residents may choose.

The Operator agrees to address any complaints, problems, issues or suggestions reported by the residents' organization(s) and to provide a written report to the residents' organization(s) 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 Resident complaints in order to assist the protection and exercise of the Resident's rights.

XVII. Miscellaneous Provisions

A. Maintenance. The Resident acknowledges that he or she has had an opportunity to inspect the Suite and the Resident accepts the Suite in "as is" condition. Chelsea will maintain the Suite in a fit and habitable condition, will maintain all common areas in a clean and structurally safe condition and will maintain all equipment, appliances, and fixtures, and all electrical, plumbing, heating, ventilating, and air conditioning equipment in good and safe working order and condition.

B. Notices. Any notices, excluding Notice of Discharge or Termination, to be given under this Agreement will be deemed to have been properly given when delivered personally or when mailed by first class mail, postage prepaid, addressed as follows:

If to the Resident:

Addressed to the Suite or such other address as the Resident may designate by notice;

If to Chelsea:

Addressed to the Executive Director at Chelsea.

C. Assignment. This Agreement is not assignable by the Resident without the prior written consent of Chelsea. The rights and obligations of Chelsea may be assigned to any person or entity, which person or entity will be responsible to see that the obligations of Chelsea under this Agreement are satisfied in full from and after the date that the Resident is notified of such assignment. Chelsea may engage another person or entity to perform any or all the services under this Agreement.

D. Amendment. Subject to any provisions of this Agreement to the contrary, no modification, amendment or waiver of any provision of this Agreement will be effective unless set forth in writing and signed by the Executive Director of Chelsea and the Resident, and the Responsible Party if applicable. Any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void. Waiver by the parties of

any provision of this Agreement which is required by statute or regulation shall be null and void

E. Entire Agreement. This Agreement, including the Schedules and Exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided herein.

F. Governing Law, Enforceability, and Severability. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles. This Agreement is subject to the provisions of all applicable laws governing Assisted Living Residences and to all lawful implementing regulations, as amended from time to time. In the event any portion of this Agreement is in conflict with State law, the remainder of the Agreement shall be enforceable and the conflicting provision shall be amended to be consistent with State law. In addition, this Agreement and the rights of the Resident are subject to Chelsea's policies, which may be amended from time to time in the sole discretion of Chelsea or as required by applicable law.

G. Non-Discrimination. Chelsea operates under, and in compliance with, the terms of Title VI of the Civil Rights Act of 1964 and will not discriminate on account of race, sex, color, creed, religion, national origin or ancestry, marital status, civil union status, sexual orientation or affectation, age, genetic information, physical or mental disability or any characteristics protected by law in the admission of or treatment of residents, the accommodations provided, the use of equipment and other facilities, and the assignment of personnel to provide services.

H. Attorneys' Fees. In the event any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred therein from the non-prevailing party, in addition to such other relief as the court may deem appropriate.

I. Confidentiality of Records. Chelsea maintains a separate Resident record for each of its Residents, which may contain personal and medical information, including information protected by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). All records regarding Residents are confidential. Each Resident has the right to review his or her Resident record. Information contained in such records may only be released pursuant to a duly authorized written consent, including but not limited to a Power of Attorney only if such Power of Attorney authorizes the attorney-in-fact to receive Resident's personal or medical records. The Resident may approve or refuse the release of personal and medical records to any individual outside Chelsea. The right to refuse release of personal and medical records does not apply when the Resident is transferred to another health care facility or release is required by law (e.g. authorized agencies, third party payors). The Resident hereby authorizes Chelsea to release personal and medical records to any facility the Resident is transferred, in connection with any illness of, or treatment to be rendered.

J. Maintenance and Examination of Records. The Resident acknowledges that the Operator must maintain assisted living residency agreements and related documents executed by the parties in files of Chelsea from the date of execution until three years after this Agreement is terminated. The representatives of state regulatory authorities may, as part of their evaluation of Chelsea, inspect any of Resident's records maintained by Chelsea.

K. Review of Documents. The Resident/Resident Party acknowledges:

1. The Resident has reviewed the admission and discharge criteria and by executing this document acknowledges that they have been reviewed by the Resident

2. The Resident has received a copy of the Resident's Rights in accordance and that the provisions of these rights have been explained to him/her.

L. Accuracy of Statements. The Resident, Resident's Representative, if applicable, and the Resident's Legal Representative, if applicable, represents that all oral or written statements made or furnished by or on behalf of the Resident in connection with his or her application for admission to Chelsea were true and accurate when made and continue to be true and accurate in all respects.

M. No Proprietary Interest. The Resident's rights under this Agreement are the rights and privileges expressly granted, and do not include any proprietary interest in Chelsea or other properties of Chelsea.

N. Notification Requirements. The Resident's family, guardian, and/or designated person or applicable State agency shall be notified immediately in the event of the following

1. The Resident acquires an acute illness requiring medical care.
2. Any serious accident, criminal act, or incident occurs which involves the Resident and results in serious harm or injury or results in the Resident's arrest or detention. NYSDOH shall also be notified of these events
3. The Resident is transferred from Chelsea.
4. The death of the Resident. NYSDOH shall also be notified of this event.

Such notification shall be given at the time of occurrence, and then documented in the Resident's record.

O. Damage to Premises or Injury to Persons, Disruption of Service. In the event of damage to the Suite or common areas or injury to any person caused by an act or omission of the Resident or by members of the Resident's family, visitors, guests or employees, whether intentional or unintentional, the Resident shall be responsible for reimbursing Chelsea for all actual damages associated with such damage or injury. The Resident shall not repair any damage to the Suite unless and until the damage is first inspected and Chelsea authorizes repairs. The Resident shall reimburse Chelsea on or before the first of the month following receipt of any itemized statement of costs incurred by Chelsea to repair damages covered in this Section. Upon written request, Chelsea shall provide substantiation of all

such costs to the Resident. The Resident and/or the Resident's Representative or Legal Representative have the right to dispute and contest any charges in accordance with Section XVI above or in accordance with applicable law.

In the event the Suite is damaged and services are disrupted by fire, floods, windstorm, or other events categorized as "Acts of God", Chelsea shall affect repairs and restore services within a reasonable period of time and at its expense. Chelsea shall not be obligated to restore the Resident's Suite if Chelsea determines in its sole and absolute discretion, that it is not economically feasible for Chelsea to do so. Should Chelsea determine not to restore the premises, this Agreement may be terminated upon written notice from Chelsea to the Resident.

P. Release of Chelsea by Resident. The Resident hereby releases Chelsea from liability for any personal injury or property damage suffered by the Resident or the Resident's agents, guests or invitees, unless caused by the negligence or reckless or intentional acts of Chelsea or its employees or agents.

Q. No Personal Liability. Notwithstanding anything in this Agreement to the contrary, no personal liability shall accrue against Chelsea or any agent, subsidiary or affiliate of Chelsea or any individual, officer, director, member, partner, fiduciary of Chelsea or any heir, personal representative, successor, or assign of the foregoing, nor shall any personally-owned property of the foregoing individuals be realized for the satisfaction of any claims to the extent such limitation is consistent with the New York State Social Services Law. Resident understands and agrees that he or she shall look solely to Chelsea for the satisfaction of any and all claims arising out of or relating to this Agreement or from the negligent, reckless, or intentional acts of the Chelsea or its employees or agents. Chelsea shall not be liable for any personal injury or property damage from the action of any employee or agent of Chelsea acting outside the scope of their employment or agency.

R. No Tenancy Interest or Management Rights. This Agreement gives the Resident the right to live in Chelsea and to have as much freedom and choice regarding the Resident's life at Chelsea as possible. However, it does not give the Resident the rights of a "tenant" as state law defines that term. Nothing in this Agreement is intended or shall be construed to create a lease or a landlord/tenant relationship. Resident acknowledges that the relationship between Chelsea and the Resident is not that of a landlord/tenant and the Resident acquires no rights of tenants. Resident's rights to the premises are solely as is set forth in this Agreement. Chelsea reserves the sole right to provide management of Chelsea in the best interests of all residents and reserves the right to manage or make all decisions concerning the admission, terms of admission or dismissal of other residents consistent with state law.

XVIII. Agreement Authorization

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on his or her behalf, as of the day and year first above written.

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

CSH New City Operator Inc.
d/b/a The Chelsea at New City

_____
(Signature)

_____
(Print Name/Title)

_____
(Date)

Resident

_____
(Signature)

_____
(Print Name)

_____
(Date)

Resident's Representative

_____
(Signature)

_____
(Print Name/Title)

_____
(Date)

Resident's Legal Representative

_____
(Signature)

_____
(Print Name)

_____
(Date)

BQS Digitally signed by BQS Date: 2024.01.29 13:48:00 -05'00'

EXHIBIT A

IDENTIFICATION OF UNIT

1. The selected unit number is: _____

2. The unit is (__) private (_) semi-private [select one]

3. This unit is provided subject to terms of this Agreement.

EXHIBIT B

SCHEDULE OF FEES

Resident Name _____

Suite Number: _____

Primary Services Fee	$ _____ per day
Level of Care Fee (Based on Nurse's Evaluation)	$ _____ per day
Additional Services Fee:	
Special Maintenance Assistance	$ _____ per hour
Scooter Deposit ($250)	$ _____ non-refundable, one-time fee
Return Check Fee ($25)	$ _____ per item
Pet Fee ($250)	$ _____ one-time fee
Salon Services	As posted in Salon
Guest Meals:	
Breakfast	$ 10 per meal
Lunch	$ 20 per meal
Dinner	$ 20 per meal
Late Payment Fee	One-and-one-half percent (1.5%) of balance due* **See Section III.D.2*

ACKNOWLEDGED AND AGREED

CSH New City Operator Inc. d/b/a The Chelsea at New City	**Resident/Resident's Representative**
_____ (Signature)	_____ (Signature)
_____ (Print Name/Title)	_____ (Print Name)
_____ (Date)	_____ (Date)

EXHIBIT C

FURNISHINGS / APPLIANCES PROVIDED BY THE OPERATOR

The Operator provides the following furnishings as indicated:

- One (1) Standard Single Bed
- One (1) Single Size Mattress
- One (1) Single Size Headboard
- One (1) Chest of Drawers and closet space for the storing of resident clothing
- One (1) Non-removable, Lockable Storage Box
- One (1) Bedside Table
- One (1) Bedside Lamp
- One (1) Refrigerator
- One (1) Microwave Oven (not provided in Memory Care)
- One (1) Lounge Chair
- One (1) Single Size Bedspread
- One (1) Set of Single Size bed linens (flat sheet, fitted sheet, pillowcase, blanket)
- One (1) Pillow
- A hinged, lockable entry door
- In the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy
- Towels and washcloths; soap; and toilet tissue.

EXHIBIT D

FURNISHINGS/APPLIANCE PROVIDED BY THE RESIDENT

Residents are welcome to bring their own furniture and personal items into their accommodations at Chelsea.

Chelsea reserves the right to request removal of certain items from a Resident's room or not bring certain items into the Resident's room for the health and safety of the Resident and the Resident population of Chelsea.

Due to New York State Department of Health regulations, the Resident is not permitted to bring into the apartment extension cords, multi-plugs adaptors or portable electric heaters. Any electric device without an automatic shut –off capacity is not permitted in the Resident's apartment. In addition, side-rails are not permitted in Chelsea.

EXHIBIT E

LEVEL OF CARE FEES

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.

A. **Services**. A Resident's Level of Care is determined by the Resident's participation in a comprehensive assessment by a licensed representative of the Residence, in consultation with Your physician, prior to move-in and 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 the Resident requires services in excess of the basic personal care level, the Resident will be placed in one of the following care levels and will be required to pay the additional rate set forth in Exhibit B: Schedule of Fees

These care levels and charges also apply to Residents enrolled in the Enhanced Assisted Living Residence (EALR) program. Enrollment into EALR is determined by the Resident's specific need(s) as described in Section I.D.1.

The Chelsea provides five levels of specialized care in addition to our primary services (Basic Care):

Basic Care:	$0.00 per day
Level 1:	$ 25.00 per day
Level 2:	$ 45.00 per day
Level 3:	$ 65.00 per day
Level 4:	$ 85.00 per day
Level 5:	$105.00 per day

In the event of a temporary absence from the residence (more than 14 consecutive days) The Chelsea will credit the Level of Care fees as listed above on the 15th day.

B. **Medication Assistance Services**. Assistance with self-administration of medication is available to those residents who need or desire Chelsea to help them self-administer their medications that are prescribed by their personal licensed physician. A Resident may self-administer his/her own medications, including over-the-counter medications, without assistance from Chelsea only when there is a statement from the Resident's physician stating that the Resident can administer certain medications him/herself and can keep that medication in his/her room. Chelsea will conduct medication reviews for residents not receiving assistance with medication administration. Medication Assistance Services are included in the per day rates listed above.

If the Resident is able to self-administer his or her own medications as determined by the Resident's physician, the medications must be kept in a double-locked box or area.

C. **Financial Arrangements**. The Resident will pay the Level of Care Fee ("Program Fee") of $ _____ _____per day. The Program Fee is payable in advance on a monthly basis, and is due within 15 days of the statement date except that the first payment is due at the time this Addendum becomes effective.

D. **Term and Termination**. This Addendum will continue until the Agreement between the Resident and The Operator is terminated, unless either party terminates this Addendum for any reason by giving seven (7) days prior written notice to the other party.

Assisted Living Basic Care Level **Included in Primary Services Fee**

- Choice of apartment with individual kitchenette (microwave not included in memory care)
- Utilities
- Maintenance of Resident apartments, common areas, and grounds including all necessary repairs and replacements
- Daily trash removal
- Weekly laundering of personal laundry
- Weekly laundering of bed and bath linens
- Weekly housekeeping services
- Emergency Response System with 24-hour response (PalCare Pendant System)
- Three nutritious, balanced, restaurant-style meals
- Twenty-four hours access to nutritious snacks and beverages
- Twenty-four hour, seven days per week availability of professional and para-professional staff
- Daily well-being checks
- Full access to Lifestyles Activities (social, recreational, spiritual)
- Pharmacy delivery services
- Wellness Program with Monthly Health and Wellness Checks
- Medication Assistance
- PhD Pharmacologist Reviews (monthly)
- Registered Dietician Reviews (initially upon admission thereafter upon referral as indicated)
- Case Management Services (up to 3.5 hours each week)
- Assistance with personal care (up to 3.75 hours each week) as indicated by and specified on the Resident's individualized service plan.

Assisted Living Care Level 1 **$ 25.00 per day**

Includes Basic Care services, plus Minimal Assistance with care *as indicated by and specified on the Resident's individualized service plan. Individual is able to independently manage most activities of daily living however, may require intermittent verbal reminders to maintain hygiene, grooming, and/or use assistive device. May need occasional orientation assistance (meal and activity reminders) yet is able to independently navigate the community. Individual is able to call for assistance when needed.*

Assisted Living Care Level 2 **$ 45.00 per day**

Includes Basic Care services, plus Intermittent to Frequent Assistance *as indicated by and specified on Resident's individualized service plan. Individual requires frequent reminders and/or cueing to initiate activities of daily living and assure hygiene, socialization and recreation. May require set up assistance for showers and/or grooming yet is able to independently complete tasks.*

Assisted Living Care Level 3 **$ 65.00 per day**

Includes Basic Care Services, plus Ongoing Limited Assistance *as indicated by and specified on Resident's individualized service plan. Individual may require stand-by and/or limited physical assistance with aspects of activities of daily living (lower body dressing; entering/exiting shower) and/or may require ongoing cueing, orientation, and/or re-direction to assure hygiene, socialization, and recreation.*

Assisted Living Care Level 4 **$ 85.00 per day**

Includes Basic Care Services, plus Partial or Complete Assistance *as indicated by and specified on Resident's individualized service plan. Individual may require partial to complete physical assistance with activities of daily living including: grooming, dressing, undressing, showering, ambulation (escort), and/or stand-by for transferring and/or use of mechanical lifting device. May require reminders and prompting to toilet and/or assistance with application of incontinence products.*

Assisted Living Care Level 5 **$105.00 per day**

Includes Basic Care Services, plus Ongoing Complete Assistance *as indicated by and specified on Resident's individualized service plan. Individual requires complete physical assistance and/or requires an above average amount of time with activities of daily living including: grooming, dressing, undressing, showering, ambulation (escorting), transferring and/or use of mechanical lifting device, toileting, and/or incontinence management. May require frequent re-direction, emotional support and/or ongoing cueing.*

Additional Information:

- *Falling Star Program:*
  - *Residents identified as "at risk for falls" will be placed on the Chelsea Falling Star Program, which is factored into the level of care. The Falling Star Program, part of an interdisciplinary team approach to fall management, provides frequent visual safety checks throughout the day and night.*

- *Additional **"Enhanced"** care needs, which would enroll the individual into the Enhanced Assisted Living Residence (EALR), are not a separate fee rather are factored into the Level of Care and may include, but are not limited to the following services:*
  - *Care of an indwelling/external urinary catheter, ileostomy, colostomy;*
  - *More than monthly weights or vital signs monitoring (not as part of a medication order);*
  - *Assistance with certain injectable medications;*
  - *Complex diabetes management (glucose testing, insulin administration)*
  - *Chronically chair-fast;*
  - *Chronically require assistance of one or more persons to transfer;*
  - *Assistance to walk and/or climb or descend stairs;*
  - *Dependent on use of medical equipment and require more than intermittent or occasional assistance from medical personnel;*
  - *Chronic unmanaged urinary or bowel incontinence;*
  - *Admission onto Hospice Program through Hospice Home Care Agency*

EXHIBIT F

LEVEL OF CARE FEES IN SPECIAL NEEDS ASSISTED LIVING RESIDENCE (MEMORY CARE)

Chelsea at New City has established an Alzheimer's / Dementia Care wing (the "Country Cottage") that provides a program to address each individual's Special Needs and will provide stimulation to help reserve skills through daily activities. No outside agency or individual will be permitted to provide these services in the Country Cottage unless prior approval from Chelsea at New City has been given.

The terms and conditions applicable to the Country Cottage are explained in this Addendum, as it may be amended from time to time. In the event of a conflict between the terms of this Addendum and the Residency Agreement, the terms of this Addendum shall prevail.

A. **Services**. A Resident's Level of Care is determined by the Resident's participation in a comprehensive assessment by a licensed representative of the Residence, in consultation with Your physician, prior to move-in and 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 the Resident requires services in excess of the basic personal care level, the Resident will be placed in one of the Special Needs care levels and will be required to pay the additional rate set forth in Exhibit B: Schedule of Fees

These care levels and charges also apply to Residents enrolled in the Special Needs Assisted Living Residence (SNALR) program and who, due to their need for any of the services below, are also admitted to the Enhanced Assisted Living Residence (EALR) program. Enrollment into SNALR/EALR is determined by the Resident's specific need(s) as described in Section I.D.

The Chelsea provides two (2) levels of specialized care in the SNALR program in addition to our primary services (Basic Care):

Country Cottage Basic Care Level:	$ 0.00 per day
Country Cottage Level 1:	$ 35.00 per day
Country Cottage Level 2:	$ 55.00 per day

B. In the event of a temporary absence from the residence (more than 14 consecutive days) The Chelsea will issue a credit to the Level of Care fees as listed above on the 15th day.

C. **Medication Assistance Services** are included in the per day rate.

Country Cottage Basic Care **Included in Primary Services Fee**

- Choice of apartment with individual kitchenette (microwave not included in memory care)
- Utilities
- Maintenance of Resident apartments, common areas, and grounds including all necessary repairs and replacements
- Daily trash removal
- Weekly laundering of personal laundry
- Weekly laundering of bed and bath linens
- Weekly housekeeping services
- Emergency Response System with 24-hour response
- Three nutritious, balanced, restaurant-style meals
- Twenty-four hour access to nutritious snacks and beverages
- Twenty-four hour, seven days per week availability of professional and para-professional staff
- Daily well-being checks
- Full access to Lifestyles Activities (social, recreational, spiritual)
- Pharmacy delivery services
- Wellness Program with Weekly Health and Wellness Checks
- PhD Pharmacologist Reviews (monthly)
- Registered Dietician Reviews (initially upon admission thereafter upon referral as indicated)
- Case Management Services (up to 3.5 hours each week)
- Medication Assistance

Country Cottage Level 1 **$ 35.00 per day in addition to rental fee**

Includes all Basic Care Services, plus *care as indicated by and specified on Resident's individualized service plan. Individual may require partial to complete physical assistance with activities of daily living including: grooming, dressing, undressing, showering, ambulation (escort), and/or stand-by for transferring and/or use of mechanical lifting device. May require reminders and prompting to toilet and/or assistance with application of incontinence product. Individual may require frequent re-direction, emotional support, cueing, and/or patterning to complete tasks and/or may be resistant to care and/or require the assistance of more than one caregiver.*

Country Cottage Level 2 **$55.00 per day in addition to rental fee**

Includes all Basic Care Services, plus *care as indicated by and specified on Resident's individualized service plan. Individual requires complete physical assistance and/or requires an above average amount of time with activities of daily living including: grooming, dressing, undressing, showering, ambulation (escorting), transferring and/or use of mechanical lifting device, eating, hydration, toileting, and/or incontinence management. May require frequent to ongoing re-direction, emotional support and/or cueing. May be resistant to care and/or require the assistance of more than one caregiver.*

Additional Information:

- *Falling Star Program:*
  - *Residents identified as "at risk for falls" will be placed on the Chelsea Falling Star Program, which is factored into the level of care. The Falling Star Program, part of an interdisciplinary team approach to fall management, provides frequent visual safety checks throughout the day and night.*

- *Additional "enhanced" care needs, which would enroll the individual into the EALR is not a separate fee rather are factored into the Level of Care and may include, but are not limited to:*
  - *Care of an indwelling/external urinary catheter, ileostomy, colostomy;*
  - *More than monthly weights or vital signs monitoring (not as part of a medication order);*
  - *Assistance with certain injectable medications;*
  - *Complex diabetes management (glucose testing, insulin administration)*
  - *Chronically chair-fast;*
  - *Chronically require assistance of one or more persons to transfer;*
  - *Assistance to walk and/or climb or descend stairs;*
  - *Dependent on use of medical equipment and require more than intermittent or occasional assistance from medical personnel;*
  - *Chronic unmanaged urinary or bowel incontinence;*
  - *Admission onto Hospice Program through Hospice Home Care Agency*

EXHIBIT G

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM

This is an Addendum to a Residency Agreement made between The Chelsea at New City (the "Operator"),_____, (the "Resident or You"), _____, (the "Resident's Representative"), and_____, (the "Resident's Legal Representative"). Such Residency Agreement is dated_____.

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

I. Enhanced Assisted Living Certificate

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Chelsea at New City ("Chelsea") located at 269 N Main St, New City, New York 10956.

II. Physician Report

The Resident/Resident's Representative/Legal Representative has submitted to the Operator a written report from the Resident's physician, which states that:

a. The Resident's physician has physically examined the Resident within the last month prior to the Resident's admission into this Enhanced Assisted Living Residence;

b. The Resident is not in need of twenty-four (24) hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request For and Acceptance of Admission

The Resident/Resident's Representative/Legal Representative have requested to become a Resident at this Enhanced Assisted Living Residence and the Operator has accepted the request.

IV. Aging in Place

The Operator has notified the Resident/Resident's Representative/Legal Representative that while the Operator will make reasonable efforts to facilitate the Resident's ability to age in place according to the Resident's Individualized Service Plan, there may be a point reached whereby the Resident's needs cannot be safely or appropriately met at the Residence. If this occurs, the Operator will communicate with the Resident/Resident's Representative/Legal Representative regarding the need to relocate to a more appropriate setting, in accordance with law.

V. If Twenty-Four (24) Hour Skilled Nursing or Medical Care is Needed

If the Resident reaches a point where he/she is in need of twenty-four (24) hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this

Agreement and to discharge the Resident from the Residency, UNLESS each of the following conditions are met:

a. The Resident/Resident's Representative/Legal Representative hires appropriate nursing, medical or hospice staff to care for the Resident's increased needs; AND
b. The Resident's physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, the Resident can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND
c. The Operator agrees to retain the Resident and to coordinate the care provided by the Operator and the additional nursing, medical or hospice staff; AND
d. You are otherwise eligible to reside at the Residence.

VI. Specialized Programs, Staffing Levels, Staff Qualifications and Environmental Modifications

Specialized Programs. The following Resident conditions and/or skilled tasks will be available to Residents admitted into the Enhanced Assisted Living Residence:

a. Care of an indwelling/external urinary catheter, ileostomy, colostomy;
b. More than monthly weights or vital signs monitoring (not as part of a medication order);
c. Assistance with certain injectable medications;
d. Complex diabetes management (glucose testing, insulin administration)
e. Chronically chair-fast;
f. Chronically require assistance of one or more persons to transfer;
g. Assistance to walk and/or climb or descend stairs;
h. Dependent on use of medical equipment, including oxygen equipment, and require more than intermittent or occasional assistance from medical personnel;
i. Chronic unmanaged urinary or bowel incontinence;
j. Admission into Hospice Program through Hospice Home Care Agency

Staffing Levels. The number and type of staff is responsive to Resident care needs as well as the physical plant of the community. Staffing levels will be maintained in compliance with all applicable laws and regulations and will be adjusted to meet the actual needs of residents in the EALR. At full capacity, there will be no less than two personal care aides to provide supervision and meet the needs of residents at all times, plus a number of wellness, administrative, and managerial staff. An LPN is available during the day and evening shifts for the benefit of residents. An RN is on site for a minimum of 40 hours per week with twenty-four hour, seven days a week RN on call coverage.

Personal Care Staff Qualifications. Personal care is provided by home health aides who are supervised by Licensed Nurses. All staff are required to complete annual in-services as mandated by the New York State Department of Health. Additional in-services relevant to serving persons in the Enhanced and Special Needs Assisted Living Residence are provided. These trainings may be specific to a particular Resident need and/or be topic focused to ensure staffs ongoing capacity to safely render care, improve understanding, and support a philosophy of maintaining a Resident's best ability to function.

In addition to salaried employees, Chelsea contracts with a Registered Dietician and a PhD Pharmacy consultant.

The Registered Dietician conducts monthly visits during which the following is provided:
1. Kitchen sanitation inspection and consultation with Food Service Director and Staff;
2. In-Service education for dietary Staff;
3. Assessment and documentation of Residents with five-pound weight change;
4. Resident education lecture;
5. Exit interview and follow-up report (issues).

The PhD Pharmacy Consultant conducts monthly visits during which the following is provided:
1. Medication review for all Residents in the community;
2. When requested, in-services for Medication Aides and Licensed Nurses;
3. When requested, Resident education lecture.
4. Exit interview and follow-up report.

Environmental Modifications. Environmental modifications have been made to protect the health, safety and welfare of persons living in the Residence and are described below.

1. Handrails on both sides of all Resident-use corridors and stairways.
2. Two types of emergency call systems. Both systems enable reports for emergency calls and response times.
    - Centralized emergency call system throughout the community, including common use bathrooms, and in all Resident suites and bathrooms. Wall techs are located in Resident bathrooms and bedrooms. Alerts are transmitted to the Front Desk who disseminate the information to staff;
    - Resident personal pendant transmitter system (not available in memory care), which when activated notifies staff via pagers.
3. Automatic Sprinkler System. Sprinklers are located throughout the building. These are in the common areas, Resident bedrooms, suite kitchenettes, suite living rooms, all bathrooms, stairwells and closets.
4. Supervised Smoke Detection System. Smoke detectors are located throughout the building and positioned eight (8) feet apart in all common areas. They are also located in each Resident bedroom and suite kitchenette.
5. Fire Protection System. The fire alarm system is tied directly to a twenty-four (24) hour attended central alarm company, the local fire department, and the local police department. When a fire is detected, the fire and police departments are automatically dispatched unless Chelsea informs then that it is a false alarm.
6. Smoke Barriers. Smoke barriers divide each floor into at least two smoke compartments, each of which does not exceed 100 feet in length.
7. Safety Windows. Resident apartment windows open only 4 inches.

VII. Addendum Agreement Authorization

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

CSH New City Operator Inc.
d/b/a The Chelsea at New City

(Signature)

(Print Name/Title)

(Date)

Resident

(Signature)

(Print Name)

(Date)

Resident's Representative

(Signature)

(Print Name/Title)

(Date)

Resident's Legal Representative

(Signature)

(Print Name)

(Date)

EXHIBIT H

SPECIAL NEEDS ASSISTED LIVING RESIDENCE ADDENDUM

This is an Addendum to a Residency Agreement made between Chelsea at New City (the "Operator"),_____, (the "Resident or You"), _____, (the "Resident's Representative"), and_____, (the "Resident's Legal Representative"). Such Residency Agreement is dated_____.

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

I. Special Needs Assisted Living Certificate

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Chelsea at New City ("Chelsea") located at 269 N Main St, New City, New York 10956.

II. Physician Report

The Resident/Resident's Representative/Legal Representative has submitted to the Operator a written report from the Resident's physician, which states that:

a. The Resident's physician has physically examined the Resident within the last month prior to the Resident's admission into this Special Needs Assisted Living Residence;

b. The Resident is not in need of twenty-four (24) hour skilled nursing care or medical care which would require placement in a hospital or nursing home;

c. The Resident has a diagnosis of Dementia.

III. Request For and Acceptance of Admission

The Resident/Resident's Representative/Legal Representative have requested to become a Resident at this Special Needs Assisted Living Residence and the Operator has accepted the request.

IV. Specialized Programs, Staffing Levels, Staff Qualifications and Environmental Modifications

Specialized Programs. Residents admitted into the Special Needs Assisted Living Residence are provided an innovative and personalized program where Residents with memory impairment receive the stimulation and encouragement, they need to preserve skills and to thrive with the highest possible level of independence. These specialized programs and amenities include, but are not limited to the following:

a. Accommodations in a secured unit to prevent elopement;
b. Private dining room;
c. Program of social and recreational activities;

d. Highly trained professional and para-professional staff to assist Residents and enhance their physical and emotional well-being;
e. Comprehensive assessment services through cooperative relationships with multi-disciplinary teams of social worker, nurses, psychologists and board-certified geriatric psychologists.

Staffing Levels. The number and type of staff is responsive to Resident care needs as well as the physical plant of the community. Staffing levels will be maintained in compliance with all applicable laws and regulations and will be adjusted to meet the actual needs of residents in the Special Needs Assisted Living Residence. At full capacity, there will be no less than two personal care aides to provide supervision and meet the needs of residents at all times, plus a number of wellness, administrative, and managerial staff. An LPN is available during the day and evening shifts for the benefit of residents. An RN is on site for a minimum of 40 hours per week with twenty-four hour, seven days a week RN on call coverage.

Personal Care Staff Qualifications. Personal care is provided by home health aides who are supervised by Licensed Nurses. All staff are required to complete annual in-services as mandated by the New York State Department of Health. Additional in-services relevant to serving persons in the Special Needs Assisted Living Residence are provided. These trainings may be specific to a particular Resident need and/or be topic focused to ensure staffs ongoing capacity to safely render care, improve understanding, and support a philosophy of maintaining a Resident's best ability to function.

In addition to salaried employees, Chelsea at New City contracts with a Registered Dietician and a PhD Pharmacy consultant.

The Registered Dietician conducts monthly visits during which the following is provided:
1. Kitchen sanitation inspection and consultation with Food Service Director and Staff;
2. In-Service education for dietary Staff;
3. Assessment and documentation of Residents with five-pound weight change;
4. Resident education lecture;
5. Exit interview and follow-up report (issues).

The PhD Pharmacy Consultant conducts monthly visits during which the following is provided:
1. Medication review for all Residents in the community;
2. When requested, in-services for Medication Aides and Licensed Nurses;
3. When requested, Resident education lecture.
4. Exit interview and follow-up report.

Environmental Modifications. Environmental modifications have been made to protect the health, safety and welfare of persons living in the Residence and are described below.

1. Handrails on both sides of all Resident-use corridors and stairways.
2. Centralized Emergency Call Systems. A centralized emergency call system throughout the community, including common use bathrooms, and in all Resident suites and bathrooms. Wall techs are located in Resident bathrooms and bedrooms. Alerts are transmitted to the Front Desk who disseminate the information to staff. Response times and reports can be extracted from the system.

3. Automatic Sprinkler System. Sprinklers are located throughout the building. These are in the common areas, Resident bedrooms, suite kitchenettes, suite living rooms, all bathrooms, stairwells and closets.
4. Supervised Smoke Detection System. Smoke detectors are located throughout the building and positioned eight (8) feet apart in all common areas. They are also located in each Resident bedroom and suite kitchenette.
5. Fire Protection System. The fire alarm system is tied directly to a twenty-four (24) hour attended central alarm company, the local fire department, and the local police department. When a fire is detected, the fire and police departments are automatically dispatched unless Chelsea at New City informs them that it is a false alarm.
6. Smoke Barriers. Smoke barriers divide each floor into at least two smoke compartments, each of which does not exceed 100 feet in length.
7. Safety Windows. Resident apartment windows open only 4 inches

Memory Care specific additional environmental modifications:

1. First Floor Location. The Memory Care Unit (Country Cottage) is located on the first floor allowing street egress. A courtyard is located on the first floor and may be used by the memory care Residents. The courtyard is enclosed by fencing and can be accessed through one main door leading directly from and into the memory care unit and a door leading to the exterior of the building beyond the courtyard. Both egresses are linked to the emergency egress system (described below);
2. Emergency Egress Doors with Lockout Delay. Alarms will sound when the door is pushed and after 15 seconds the door releases. The system is bypassed with the fire alarm is triggered and access to the corridors and stairwells is available.

[*Signature Page Follows*]

V. Addendum Agreement Authorization

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

CSH New City Operator Inc.
d/b/a Chelsea at New City

(Signature)

(Print Name/Title)

(Date)

Resident

(Signature)

(Print Name)

(Date)

Resident's Representative

(Signature)

(Print Name/Title)

(Date)

Resident's Legal Representative

(Signature)

(Print Name)

(Date)

EXHIBIT J

LICENSED AND CERTIFIED HOME HEALTH AGENCIES

At this time there are no providers offering home care or personal care services under any arrangement with the Operator. Chelsea, however, will make every effort to assist you in obtaining appropriate skilled nursing and home health care services not provided at the Facility, if You so desire.

A listing of local licensed and certified home health agencies is attached for your reference.

EXHIBIT K

DISCLOSURE STATEMENT

CSH New City Operator Inc. ("The Operator") as operator of The Chelsea at New City, hereby discloses the following, as required by Public Health Law Section 4568 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit P of this Agreement.

The Operator is licensed by the New York State Department of Health to operate at 269 N Main St, New City, New York 10956 an Assisted Living Residence as well as a 137-bed Adult Home. The Phone Number for the Facility is (845) 709-8844.

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

Enhanced Assisted Living services for up to a maximum of 106 persons.
Special Needs Assisted Living services for up to a maximum of 31 persons.

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

It is important to note that The Operator is currently approved to accommodate within the Enhanced Assisted Living and Special Needs Assisted Living programs only up to the numbers of persons stated above. If the Resident become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living services, and one of those units is available, the Resident will be eligible to be admitted into an Enhanced Assisted Living bed or the Special Needs Assisted Living unit. If however, there are no beds available in the EALR and/or the Special Needs Assisted Living unit is at capacity, the Operator will assist the Resident and the Resident's Representatives/Legal Representative to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If the Resident becomes eligible for and chooses to receive Special Needs Assisted Living services within this Residence it will be necessary for the Resident to change his/her apartment within the Residence.

The Operator does not hold any licensure or certifications other than those identified above.

2. The owner of the real property upon which the Residence is located is CSH New City Operator Inc. The mailing address of such real property owner is: 1275 Pennsylvania Avenue, NW, Second Floor, Washington DC. The following individual is authorized to

accept personal service on behalf of such real property owner Mr. Roger Bernier, President and Chief Operating Officer for Chelsea Management Group LLC at 316 South Avenue, Fanwood, New Jersey, 07023.

3. The Operator of the Residence is CSH New City Operator Inc. The mailing address of the Operator is 269 N Main St, New City, New York 10956. The following individual is authorized to accept personal service on behalf of such real property Executive Director, Chelsea at New City, 269 N Main St, New City, New York 10956.

4. 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

5. List any ownership interest in excess of 10% on the part of any entity which provides care, material, equipment or other services to residents of the Residence, in the Operator.

   None.

6. The Resident has the right to exercise his/her civil rights and to make personal decisions including choice of physician or any other service provider that does not have an arrangement with Chelsea and to have the assistance and encouragement of Chelsea to exercise those rights.
7. Residents shall have the right to choose health care providers, notwithstanding any other agreement to the contrary.
8. Public funds may be used for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services; however, the Residence will not accept public funds as payment in full if the funds do not satisfy the rate set forth in Exhibits B, E and F of this Agreement.
9. The New York State Department of Health toll free telephone number for reporting of complaints regarding the service provided by The Assisted Living Operator is 1-866-893-6772.
10. 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, 914-345-5900, extension 298 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

EXHIBIT L

RESPONSIBLE PARTY AGREEMENT AND GUARANTY (OPTIONAL)

THIS RESPONSIBLE PARTY AGREEMENT AND GUARANTY (the "Guaranty") is entered into as of this _____ day of _____**20**__, by and among _____ (hereinafter referred to as the "Resident"); _____(hereinafter referred to as either the "Responsible Party" or "Guarantor") and CSH New City Operator Inc. doing business as The Chelsea at New City ("Chelsea").

WHEREAS, the Resident desires to live in the Suite (the "Suite") identified in the agreement between Chelsea and the Resident (the "Residency Agreement"); and

WHEREAS, Chelsea is willing to enter into the Residency Agreement if the Resident identifies an individual who is willing to guaranty certain assistance to or on behalf of the Resident in the event that such assistance is necessary, and who is willing to guaranty the Resident's financial obligations to Chelsea under the Residency Agreement in the event that the Resident does not make payments when due; and

WHEREAS, Responsible Party has voluntarily agreed to guaranty such assistance and to be personally liable for all costs and charges incurred on behalf of the Resident for services/supplies rendered or provided to the Resident while at Chelsea, if and as necessary.

NOW THEREFORE, for value received and in consideration of the execution of the Residency Agreement to which this Guaranty is attached, and as an inducement to Chelsea to sign the Residency Agreement and as further inducement to Chelsea to admit the Resident and for the direct and indirect benefits obtained by the Responsible Party as a result of Chelsea entering into the Residency Agreement, the parties agree as follows:

1. In the event that the condition of the Resident makes such assistance necessary or advisable, the Responsible Party, upon the request of Chelsea, will:

   A. Participate as needed with Chelsea staff in evaluating the Resident's needs and in planning and implementing an appropriate plan for the Resident's care;

   B. Assist the Resident as necessary to maintain the Resident's welfare and to fulfill the Resident's obligations under the Residency Agreement;

   C. Assist the Resident in transferring to a hospital, nursing home, or other medical facility in the event that the Resident's needs can no longer be met by Chelsea;

   D. Assist in removing Resident's personal property from the Suite when the Resident leaves Chelsea; and

   E. Make necessary arrangements, or assist the legally responsible person in making necessary arrangements, for funeral services and burial in the event of death.

2. In the event that the Resident fails to pay any amount or amounts due to Chelsea under the Residency Agreement, the Responsible Party personally guarantees payment to Chelsea of all amounts due under the Residency Agreement, as it may be amended from time to time, pursuant to Section XVII.D of the Residency Agreement, including any amounts resulting from increases in fees or charges authorized by the Residency Agreement. The Responsible Party agrees to pay Chelsea within 15 days of receiving each notice from Chelsea of nonpayment by the Resident.

3. Chelsea may proceed against the Responsible Party without first pursuing or exhausting its legal remedies against the Resident. The Responsible Party hereby waives any notice of default by Chelsea under the Residency Agreement.

4. The Responsible Party acknowledges that he or she has received and has reviewed a copy of the Residency Agreement and has had an opportunity to ask any questions the Responsible Party may have.

This Addendum is effective as of **_____, 20__**, upon signing of both parties below.

Resident

_____
(Signature)

_____
(Print Name)

_____
(Date)

Responsible Party

_____
(Signature)

_____
(Print Name)

_____
(Address)

_____
(Date)

CSH New City Operator Inc.
d/b/a Chelsea at New City

_____
(Signature)

_____
(Name/Title)

_____
(Date)

EXHIBIT M

RULES OF THE RESIDENCE

Use of Suite. The Resident will use the Suite only for residential dwelling purposes.

Damage. The Resident will not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Suite or building.

Alterations/Improvements/Locks. With the exception of furnishing the Suite, the Resident, Resident's Representative, if applicable, and Resident's Legal Representative, if applicable, will not otherwise structurally or physically alter or improve the Suite without the prior written consent of Chelsea. A Resident, Resident's Representative, or Resident's Legal Representative may not change any lock or add any lock or locking device to the Suite without the prior written consent of Chelsea. Chelsea holds extra copies of suite keys in the event of loss. Chelsea must approve any changes or modifications to the Suite, which require the assistance of electricians, contractors, or similar professionals in advance. Chelsea reserves the right to inspect and install all electrical appliances that the Resident intends to use.

Notice of Defects/Access to Suite. The Resident, Resident's Representative, if applicable, and Resident's Legal Representative, if applicable, will promptly notify Chelsea of any defects in the Suite or the common areas of Chelsea or in their equipment, appliances, or fixtures.

Chelsea and its agents may enter the Suite to carry out Chelsea's obligations under this Agreement, to provide the Primary Services and additional services requested by the Resident, to respond to an emergency signaling device or other indication that the Resident may require assistance, and to make inspections, repairs, and improvements. Chelsea's personnel will respect the Resident's privacy and make their presence known (except in an emergency) when entering the Suite and will schedule the entry in advance whenever possible. In addition, Chelsea is licensed as an Assisted Living Residence by the NYSDOH and, as such, a duly authorized agent of the NYSDOH may, after providing proper identification and stating the purpose of his or her visit, enter and inspect the entire facility, including the Resident's Suite, at any time without advance notice.

Conduct. The Resident will conduct himself/herself in an appropriate manner. A copy of the Resident Handbook is provided with this Agreement and is incorporated by reference as part of this Agreement, as may be updated or amended from time to time.

Policies and Procedures. Chelsea has adopted certain policies and procedures applicable to residents, including without limitation, policies concerning Private Duty Aides, Pets, Recording Devices, and Motorized Vehicles. The Resident, Resident's Representative, if applicable, and the Resident's Legal Representative, if applicable, will comply with these policies and procedures. All policies and procedures applicable to the Resident are available for review and may be updated or amended from time to time.

No Smoking. Smoking is not permitted.

No Weapons. For the safety and well-being of all Residents and staff, weapons, including but not limited to guns and knives, are not to be brought into Chelsea at any time. This policy applies to Resident's guests, as well.

Right to Associate. The Resident has the right to associate with friends and family during reasonable hours. Except for a Related Second Resident or Unrelated Second Resident, overnight guests are not permitted in a Resident's room unless approved in advance by the Executive Director. Limited exceptions may be granted by the Executive Director based upon the circumstances.

EXHIBIT N

RIGHTS OF RESIDENTS IN ASSISTED LIVING RESIDENCE

Resident rights and responsibilities shall include, but not be limited to the following:

a. Every Resident's participation in Assisted Living shall be voluntary, and prospective Residents shall be provided with sufficient information regarding the Residence to make an informed choice regarding participation and acceptance of services;

b. Every Resident's civil and religious liberties including the right to independent personal decisions and knowledge of available choices, shall not be infringed;

c. Every Resident shall have the right to have private communications and consultation with his or her physician, attorney, and any other person;

d. Every Resident, Resident's Representative and Resident's Legal Representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the Residence's staff, Administrator or Assisted Living Operator, to governmental officials, to Long Term Care Ombudsmen, or any other person without fear of reprisal, and to join with other Residents or individuals within or outside of the Residence to work for improvements in Resident care;

e. Every Resident shall have the right to manage his or her own financial affairs;

f. Every Resident shall have the right to have privacy in treatment and in caring for personal needs;

g. Every Resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;

h. Every Resident shall have the right to receive courteous, fair, and respectful care and treatment and a written statement of the services provided by the Residence, including those required to be offered on an as needed basis;

i. Every Resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the Operator or any person affiliated with the Operator;

j. Every Resident shall have the right not to be coerced or required to perform work of staff members or contractual work;

k. Every Resident shall have the right to have security for any personal possessions if stored by the Operator;

l. Every Resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment, or services after being fully informed of the consequences of such actions, provided that an Operator shall not be held liable or penalized for complying with the refusal of such medication and/or 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 other Residents;

n. Every Resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such Resident in any report of such accident or incident;

o. Every Resident shall have the right to receive visits from family members and other adults of the Resident's choosing without interference from the Assisted Living Residence;

p. Every Resident shall have the right to written notice of any fee increase not less than forty-five (45) days prior to the proposed effective date of the fee increase; however, providing additional services to a resident shall not be considered a fee increase pursuant to this paragraph; and

q. Every resident of an Assisted Living Residence that is also certified to provide Enhanced Assisted Living and/or Special Needs Assisted living shall have a right to be informed by the Operator, by a conspicuous posting in the Residence, on at least a monthly basis, of the then-current vacancies available, if any, under the Operator's Enhanced and/or Special Needs Assisted Living Program.

Waiver of any of these Residents rights shall be void.

A Resident cannot lawfully sign away the above-stated rights and responsibilities through a waiver or any other means.

EXHIBIT O

PRIVATE PAY HOME CARE SERVICES PERSONALLY HIRED BY RESIDENT AND/OR RESIDENT REPRESENTATIVE

POLICY

Chelsea (the Community) requires all Private Pay Home Care Services Personnel (Private-Duty Aides) to follow all of the Community's Policies and Procedures.

" Private Pay Home Care Services" refers to licensed home care services agencies (LHCSA) or certified home health agencies (CHHA) selected by a resident to provide personal or home health care services that will be privately paid for by the resident. Staff that provide Private Pay Home Care Services will be referred to in this policy as "Private-Duty Aides".

Chelsea will not bear any responsibility for care given or injuries resulting from care or actions of any Private-Duty Aide. The Resident, Resident Representative, or Responsible Party will be responsible for payment of all charges from Private Pay Home Care Services. Any Services delivered by Private-Duty Aides shall not be included in determining the applicable tier for the Resident's Level of Care Fee included in the Resident's Total Monthly Basic Rate, as these terms are defined in Section III.A of the Residency Agreement.

Private-Duty Aides must practice within the scope of responsibility as defined by the New York State Department of Health.

Chelsea retains sole responsibility for all supervisory and case management services.

PROCEDURE

All Private-Duty Aides and their agency will review the following procedure and sign where indicated. A copy will be maintained in both the Community's and Resident's file.

1. Private-Duty Aides must be listed on the NYS Home Care Worker Registry and be employed by licensed LHCSA/CHHA that is authorized to provide services in Rockland County.

2. Prior to the initiation of services, all Private-Duty Aides must attend and participate in an orientation regarding his/her role within the facility so that they may perform their specific duties in a safe and competent manner and in accordance with facility policy and procedures. This orientation will include a tour of the facility, educational (in-service) programs, as well as a review of their specific duties and responsibilities.
    a. Upon completion of orientation, the Private-Duty Aide will sign an acknowledgement verifying attendance. The acknowledgement will be placed in both the Community's and Resident's file and will be retained for a period of not

less than eighteen (18) months, and will be made available to the Department upon request.

3. All Private-Duty Aides must sign-in and sign-out at the front desk of the Community in the Resident Guest Log every time they enter or exit the community. The sign-in long will be retained for a period of not less that eighteen (18) months and will be made available to the Department upon request.

4. All Private-Duty Aides will provide all relevant admission materials to both the resident and the Community to be maintained in the resident's record and provide the following information to Administration:
    a. Full Name;
    b. Address;
    c. Photo Identification;
    d. Contact Information (including cell and home phone number and number of their Agency); and
    e. Contract information of the LHCSA/CHHA supervisor who will oversee care.

5. The Case Manager/Designee will provide Private-Duty Aides with a copy of the Community's policy for outside providers. Private-Duty Aide must sign an acknowledgement confirming their review and understanding of the policy and the acknowledgement will be retained in the Community's file for a period of not less than eighteen (18) months.

6. Private-Duty Aides must report at least weekly to the Case Manager/Designee regarding services delivered to the Resident. The Case Manager will update Private-Duty Aides on any changes to the resident's care plan as determined by the Community's assessment of the resident. Private-Duty Aides must report resident's change of condition immediately to the Case Manager/Designee and to their agency (if appropriate) and may not wait for weekly meetings to report a change.

7. Resident/ Designated Representative is expected to notify the Case Manager of the need for replacement staff for Private-Duty Aides. If Private-Duty Aides are unable to provide services, the Community will provide the necessary services. If the resident/resident representative terminates his/her arrangement with the Private-Duty Aide, the Community will reevaluate the resident's care level. The resident's care level will be reevaluated again if and when the resident reengages a Private-Duty Aide.

8. Private-Duty Aides may not provide assistance with or administration of medications.

9. The Community Staff (HHA/RN) will observe, on an ongoing basis, the resident and note any unmet needs or indices of improperly delivered services, and focus on any change in condition. The Community may not use Private-Duty Aides to perform this function.

10. All reports and communications of Private-Duty Aides will be maintained in the resident record, including anticipated hours and specific services provided and a copy of this signed addendum.

11. Private-Duty Aides will be provided by the Case Manager/ Designee with a copy of the Community's Disaster and Emergency procedures as well as a copy of the Resident's Bill of Rights.

12. The Community's Disaster and Emergency plan does not include Private-Duty Aides in determining how to provide assistance to the resident in exiting the building during an emergency.

13. The Community staffing will not be adjusted for or based upon the use of Private-Duty Aides.

14. Residents must meet all applicable retention standards to be retained at the Community. The use of Private-Duty Aide will not make a resident that fails to meet the retention standards appropriate for retention. Private-Duty Aides may continue to be utilized for residents who have exceeded the retention standards while persistent efforts are made by the Community to place the resident in a clinically appropriate setting.

By signing this addendum, as Private Pay Home Care Services Personnel, Resident or Resident Representative, I acknowledge that I have received The Community's policy regarding private pay home care services and that I have reviewed and understand that policy.

Private Pay Home Care Services Personnel Signature _____Date: _____

Resident/Resident's Representative Signature _____ Date: _____

NOTE: A copy of this signed policy will be sent to the supervisor identified by the PPHCS.

EXHIBIT P

RESIDENT GRIEVANCES AND RECOMMENDATIONS

The Residence willingly accepts, investigates, helps to resolve, and responds to complaints and conflicts. Conflicts and complaints generally are opportunities to improve care, services, and Resident quality of life.

All complaints will be confidential and responded to in a timely and thorough fashion.

The Residence will respond to all verbal and written complaints, in writing, within 15 days of receipt. Responses to anonymous complaints will be made to the Resident Council.

Procedure:

1. Verbal Complaints:
    a. All staff are advised to notify (verbally or in writing) the Executive Director within two (2) hours after receiving a complaint. In the absence of the Executive Director, staff will notify the Case Manager or if absent, the Health Services Director.
    b. The Operator recognizes that complaints offer an opportunity to improve excellent service. All staff will not dismiss or minimize a Resident, Resident's Representative, and/or Resident's family member or staff complaint or concern.
    c. Specific information will be obtained: Who? What? When? Where? Why? How?
    d. Maintain written summary of issues for inclusion into the Quality Assurance process.
2. Written Complaints:
    a. Contact complainant to extract additional information, as needed.
    b. Conduct comprehensive review of the situation.
    c. Advise complainant of review findings and response.
    d. Maintain written summary of issues for inclusion into the Quality Assurance process.
3. Anonymous Complaints:
    a. The Operator will maintain a grievance box in the main lobby or other area accessible to Residents, Visitors, and Employees.
    b. The Operator will check the box no less frequently than weekly.
    c. The Operator will respond to anonymous complaints through the Resident Council.
    d. The Operator will record all anonymous complaints in the complaint log for review by the Quality Assurance Committee.
    e. Additionally, Residents may make a complaint to the Resident Council for follow-up with the Executive Director.
4. Unresolved Conflicts:
    a. If the individual making the complaint is not satisfied with the proposed resolution, the Operator will advise the individual in writing of his or her right to contact the Department of Health, the Long Term Care Ombudsman or other appropriate authority.
5. Conflicts: Resident-to-Resident
    a. Resolution of Resident-to-Resident conflicts are handled as follows:
        i. If indicated, immediately separate combatants to achieve safety for all concerned.

ii. The Resident Services Director in conjunction with the Resident's Case Manager reviews the situation and works with both Residents to resolve conflict. (Family, with Resident's permission, may be contacted and advised of the situation and may be asked to assist with resolution).

b. Appropriate documentation may be made in the Case Management record.

c. The Resident's physician may be contacted, as necessary.

6. Resident and Residence Conflicts:

At all times, staff members will respect the rights of the Residents to bring any concerns confidentially to the attention of the Executive Director either directly through a verbal or written complaint or anonymously through the grievance box or the Resident Council following the procedures above. All complaints will be responded to in a timely manner.

EXHIBIT Q

NYS DOH COMMISSIONER'S CONSUMER GUIDE

[Attached]