

Braemar Living at Montebello

RESIDENCY AGREEMENT

RESIDENCY AGREEMENT
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RESIDENCY AGREEMENT

This agreement (“Agreement”) is made between Braemar Montebello LLC d/b/a Braemar Living at Montebello (the “Operator”), _____ (the “Resident” or “You” or “Your” or “I”), and _____ (the “Resident’s Representative,” if any) and _____ (the “Resident’s Legal Representative,” if any).

RECITALS

- A. The Operator is licensed by the New York State Department of Health to operate at 250 Lafayette Ave, Montebello, NY 10901 as an Assisted Living Residence ("ALR" or "Residence") known as Braemar Living at Montebello and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence ("EALR") and a Special Needs Assisted Living Residence ("SNALR").
- B. You have submitted a written report from Your physician to the Operator which report states that (a) Your physician has physically examined You within the last thirty (30) days and (b) You are appropriate for admission to the Residence.
- C. You have requested to become a Resident at the Residence and the Operator has accepted Your request.

AGREEMENT

I. Accommodations and Services

A. Beginning on _____ (insert beginning date of residency) the Operator shall provide the following accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

1. Accommodations

- a) **Your Apartment/Room:** You may occupy the room identified on Exhibit I.A, subject to the terms of this Agreement.
- b) **Common areas:** You will be provided with the opportunity to use the general-purpose rooms at the Residence such as lounges, lobby, dining room, library, and garden area between the hours of 9am to 8pm for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or

administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.

c) **Furnishings/Appliances Provided by the Operator:** Attached as Exhibit I.B is an inventory of furnishings, appliances and other items supplied by the Operator in Your apartment/room. You are responsible for the normal care of these items.

d) **Furnishings/Appliances Provided by You:** Attached as Exhibit I.C is an inventory of furnishings, appliances and other items supplied by You in Your apartment/room. Such Exhibit also contains any limitations or conditions concerning what type of appliance may not be permitted (e.g., due to amperage concerns, etc.)

2. **Basic Services**

a) The following services will be provided to You, in accordance with Your Individualized Services Plan (“ISP”).

(1) **Meals and Snacks:** Three (3) nutritionally well-balanced meals per day and two (2) snacks per day. The following modified diets will be available to You if ordered by Your physician and included in Your ISP: regular, no salt added or no concentrated sweets. Access to food and drinks are available 24/7 in the Cafe and is stocked daily by dietary department.

(2) **Activities:** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social, and spiritual needs and will post a monthly schedule of activities in a readily visible common area of the Residence.

(3) **Housekeeping:** Housekeeping of common areas and weekly vacuuming of the apartment unit, trash removal and cleaning of the bathroom and kitchenette.

(4) **Linen Services:** Towels and washcloths, pillow, pillowcase, blanket and 2 bed sheets (all clean and in good condition);

(5) **Laundry of Personal Clothing:** Upon Your request, the Operator will provide weekly personal laundry, or as often as necessary.

(6) **Supervision on a 24-hour Basis:** The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis), as well as the other components of supervision as specified in law and required by the New York State Department of Health.

(7) **Case Management:** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

(8) **Personal Care:** The Operator will provide a minimum of three and three-quarter (3.75) hours per week of personal care services including: wellness checks such as weight and blood pressure monitoring, and some assistance with personal hygiene (including dressing, bathing, and grooming) assisting with self-administration of medications, and as otherwise needed by the individual to carry out the activities of the Residence. Services for each resident are detailed in the resident's Individualized Service Plan (ISP). Detailed fees for personal care services are included in this Agreement's rate or fee schedule.

(9) **Development of Individualized Service Plan ("ISP"):** An ISP will be developed to address the Resident's needs. The ISP will be updated every six (6) months or when there is a change in health.

3. **Supplemental Services**

a) Exhibit I.D describes in detail, any Supplemental Services available from the Operator directly or through arrangements with the Operator for a

supplemental fee. Such exhibit states who would provide such services or amenities, if other than the Operator. A Supplemental Fee is a fee for service, care or amenities that is in addition to those fees included in Your Total Monthly Rate. A Supplemental Fee will be at Resident's option, and any charges for Supplemental Services shall be made only for services and supplies that are actually supplied to the resident. An additional fee can be charged if included in the fee schedule and selected by the resident. 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.*).

4. **Licensure/Certification Status**

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

II. Disclosure Statement

A. The Operator is disclosing information as required under Public Health Law Section 4658(3). Such disclosures are contained in Exhibit II.

III. Fees

A. **Monthly Rate**

1. Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section I.2 are included in a single fee or a tiered fee basis, where charges for Basic Services in Section I.2 are determined by the type of services provided or the number of hours of care provided. This is referred to as Your Total Monthly Rate. This Residence operates with a tiered fee basis. Your Monthly Rate is the aggregate of Your Accommodations Rate and Your Tier Rate and the EALR Surcharge (if applicable) described below and outlined in Attachment I, Summary of Charges.

a) **Accommodations Rate**

(1) Your Accommodations Rate will be predicted on Your selection of unit type and/or location.

b) **Tier Rate for services**

(1) The Residence operates with a tier-rate structure, in which Your Tier Rate depends upon the amount and/or type of services necessary for You (Your “Tier Level”). Your appropriate Tier Level includes all services listed in Section I.A.2. You will be evaluated prior to admission to determine the appropriate Tier Level and You will be evaluated periodically throughout Your stay. If Your Tier Level is adjusted, You will be given the notice required as set forth in Section III.F. See Exhibit III.A. for further detail.

c) **EALR Surcharge**

(1) The Residences operates an EALR. If EALR care is applicable to You per Your Tier Level evaluation, You will be charged a monthly EALR Surcharge outlined in Exhibit III.A and subject to the EALR Addendum.

B. **Community Fee and Security Deposit**

1. A Community Fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective resident what the amount of the Community Fee will be as well as any terms regarding refunds of the Community Fee. The prospective Resident, once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee as a condition of residency in the Residence, or to reject the Community Fee and thereby reject residency at the Residence. The Operator charges a non-refundable Community Fee as set forth in Exhibit III.B.

2. The Operator collects a Security Deposit equal to Your Monthly Rate, which will be due prior to Your date of admission. If You do not pay Your Monthly Rate on a timely basis, the Operator may use Your Security Deposit to pay for any amount that You owe to the Operator. The Operator will deposit Your Security Deposit as permitted by law. Your Security Deposit will bear interest as required by law. Your Security Deposit and any interest earned thereon, less any unpaid amounts You may owe to Operator, will be returned to You within three (3) business days following Your Discharge Date.

C. **Supplemental Fees**

1. Supplemental Fees are charged for Supplemental Services, which are described and detailed in Section I.A.3. and Exhibit I.D.

D. Rate Summary

1. Attached as Attachment I and Exhibit I.D, and made part of this Agreement, is a Summary of Charges, which lists Your charges for accommodations for Your selected room and currently applicable tier, as well as all additional, supplemental and one-time fees, such as the Community Fee of the Residence, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges. The Resident, Resident's Representative and Resident's Legal Representative, if any, agree that the Resident will pay and the Operator agrees to accept, the amounts set forth in Attachment I.

E. Billing and Payment Terms.

1. Payment is due by the 10th of each month and shall be made using the Operators payment portal or by mail to Braemar Living at Montebello at 250 Lafayette Ave, Montebello, NY 10901.

A late charge of one percent (1%) of Your outstanding balance as of the 11th of each month will be charged to Your account.

2. Residents who pay for all or part of their services with private funds will attempt to notify the Operator of the anticipated depletion of private funds three months in advance so to allow for adequate time to apply for and secure available public benefits. Should the resident be unable to pay for Residence charges with private funds, public benefits or a combination thereof, the Operator will issue a thirty (30) day written notice of termination of this Agreement, as more fully described in Section XIII.

F. Adjustments to Monthly Rate and Fees:

1. You have the right to written notice of any proposed increase of the Monthly Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the increase, subject to the exceptions stated in Sections III.F.3 to III.F.6.

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

3. If You, or Your Resident Representative or Legal Representative agrees in writing to a specific rate or fee increase, through an amendment of this Agreement, the Operator may increase such rate or fee upon less than forty-five (45) days written notice.

4. If the Operator provides additional care, services, or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Tier Rate or an additional or Supplementary fee upon less than forty-five (45) days written notice.

5. If the Operator determines that the level of care it is providing Resident is not appropriate for his or her needs, Operator will consult with the Resident and implement a change in the level of care. The Operator will also inform Resident's Representative and Resident's Legal Representative, if applicable, of the change and the Tier Rate which will, through an adjustment to this Agreement, be adjusted accordingly and effective immediately.

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

G. Bed Reservation

1. The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence for as long as You continue to pay Your Monthly Rate as shown in Attachment I. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

A. Upon termination of this Agreement or at the time of Your discharge, but in no case more than three (3) business days after You leave the Residence, the Operator will provide You, Your Representative or Legal Representative or any person designated by You with a final written statement of Your account and personal allowance accounts, if any. The Operator will refund on the basis of a per diem proration, any advance payment(s) as well as any property or things of value held in trust or custody under Section VI of this agreement.

B. The Operator will also return to You any money which comes into the possession of the Operator after Your discharge by forwarding such funds to you. The Operator shall contact you to retrieve any property or items of value that come into possession of the Operator after your discharge or transfer and allow You at least three (3) days to pick up such items.

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

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

V. Transfer of Funds or Property to Operator

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

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

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

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Needs Accounts

A. 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 Needs Account (“PNA”) for any Resident who receives either Supplemental Security Income (“SSI”) or Safety Net Assistance (“SNA”) payments by executing a Statement of Offering (DOH-5195) with You or Your Representative.

B. You agree to inform the Operator if you receive or have 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-determination/>. SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available at <https://otda.ny.gov/programs/temporaryassistance/>.

1. You must complete the following:

- a) I receive SSI funds _____ or I have applied for SSI funds _____
- b) I receive SNA funds _____ or I have applied for SNA funds _____
- c) I do not receive, nor have I applied for SSI funds _____
- d) I do not receive, nor have I applied for SNA funds _____

C. If You have a signatory to this Agreement beside Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence maintained account, then that signatory hereby agrees that he/she will comply with the SSI or SNA personal allowance requirements.

X. Admission and Retention Criteria for an Assisted Living Residence

A. Under the law which governs assisted living residences (Public Health Law Article 46-B), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident’s ISP. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. The Operator shall not exclude an individual on the basis of an individual’s mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state, and local laws.

B. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether the individual is appropriate for admission.

C. The Operator has conducted such evaluation of You and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your ISP.

D. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the “Enhanced Assisted Living Residence Addendum” will apply.

E. If You are being admitted to the Special Needs Assisted Living Residence NYS-licensed program, the “Special Needs Assisted Living Residence Addendum” will apply.

F. If You are residing in the Assisted Living Residence NYS-licensed program and Your care needs subsequently change in the future to the point that You require Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in the Assisted Living Residence. If this occurs, the Operator will take the appropriate action to terminate this agreement, pursuant to Section VIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living certificate, has a bed available, and is able and willing to meet Your needs in such bed, You may be eligible for residency in such Enhanced Assisted Living Residence.

G. Enhanced Assisted Living Care (is care that it) is provided to persons who desire to continue to age in place in an Assisted Living Residence and who require EALR services offered by the community, which are listed in the EALR Addendum. They:

1. Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
2. Have chronic unmanaged urinary or bowel incontinence.

H. Enhanced Assisted Living Care (is care that) may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are evaluated as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the EALR Addendum.

XI. Rules of the Residence

A. Attached as Exhibit VI are the Rules of the Residence. By signing this agreement, You and Your Representative(s) agree to obey all reasonable Rules of the Residence.

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

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

1. Payment of the Monthly Rate and any authorized and agreed to Supplemental, Community or Additional Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses, including transportation for medical purposes, except when payment is available under Medicare, Medicaid, or other third-party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of a change in health care proxy, changes in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

B. The Resident's Representative shall be responsible for the following:

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.
2. Supply Resident with enough sets of clothing, undergarments etc. as necessary.
3. Make the appropriate monthly payments as agreed to in this Agreement.
4. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

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

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.
2. Supply Resident with enough sets of clothing, undergarments etc. as necessary.
3. Make the appropriate monthly payments as agreed to in this Agreement.

4. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

D. The Operator shall be responsible for the following:

1. If the Resident's Health Care Proxy has been provided to the Operator, and that person is not the Resident's Representative or the Resident's Legal Representative, the Operator shall notify the Resident's Health Care Proxy to make medical decisions when Resident is unable to make such decisions for himself or herself.

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator.

2. Upon thirty (30) days written notice from You or Your Representative to the Operator of Your intention to terminate this Agreement and leave the Residence;

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

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

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

2. Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;

3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary

termination of this Agreement can take place unless the Operator, during the thirty (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other resident, or which substantially interferes with the orderly operation of the Residence;

5. The Operator has had its operating certificate limited, revoked temporarily suspended or the Operator has voluntarily surrendered the operation of the Residence;

6. A receiver has been appointed pursuant to Section 461-f of the New York 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.

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

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

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

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

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

XIV. Transfer

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

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself or others;
3. When a receiver has been appointed under the provisions of the New York 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.

B. If You are transferred, to terminate this Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be delivered to You at the location to which You have been transferred. For residents admitted to the Special Needs Assisted Living residence or who have a guardian appointed, services will be made to the resident's representative or next of kin by certified mail, with a copy to the resident by certified mail.

C. If the basis for the transfer permitted under Sections XIV.A. and B. no longer exists, You are deemed appropriate for placement in this Residence and if this Residency Agreement is still in effect, You will be readmitted.

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

A. The Operator's procedures for receiving and responding to Resident grievances and recommendations for change or improvement in the Residence's operations and programs

are attached as Exhibit VIII and made part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

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

C. Complaint handling is a direct service of the Long-Term Care Ombudsman Program, which is a federal advocacy program dedicated to protection of people living in long term care facilities. The Long-Term Care Ombudsman is available to identify, investigate and resolve Your complaint(s) to assist in the protection and exercise of Your rights. The statewide toll-free number for the Long-Term Care Ombudsman Program is 1-855-582-6769. The local number is 516-466-9718.

XVII. Miscellaneous Provisions

A. This Agreement constitutes the entire agreement of the parties. Each Exhibit referenced herein is attached to and made a part of this Agreement.

B. This Agreement may be amended upon the written agreement of the parties; provided, however, that any amendment or provision of this Agreement not consistent with the applicable federal and state statutes and regulations that govern the license of the Operator shall be null and void and the terms of applicable statutes and/or regulations will control.

C. The parties agree that this Agreement and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

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

XVIII. Agreement Authorization

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

Dated:

(Signature of Resident)

Dated:

(Signature of Resident's Representative)

Dated:

(Signature of Resident's Legal Representative)

Dated:

(Signature of Operator or the Operator's Representative)

XIX. (Optional) Personal Guarantee of Payment

Personal Guarantee of Payment Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Residency Agreement.

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

(Date)

Guarantor's Signature

Guarantor's Name (Print)

XX. (Optional) Guarantor of Payment of Public Funds

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, SNA, Social Security, other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Monthly Rate and any agreed upon charges above and beyond the Monthly Rate from either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, SNA, Social Security or other public benefits, to meet Your obligations under this Agreement.

(Date)

(Guarantor's Signature)

Guarantor's Name (Print)

ATTACHMENT I

SUMMARY OF CHARGES

Accommodations:

Apartment # _____ private; _____ friendship suite

Accommodations Rate (monthly) \$ _____

Level of Care Tiers:

See Exhibit III.A. for descriptions. Check one:

- ____ Tier I
____ Tier II
____ Tier III
____ Tier IV
____ Tier V
____ SNALR (Dementia Program)

Tier Rate (monthly) \$ _____

And:

____ EALR Surcharge (monthly), if applicable \$ _____

Your Total Monthly Rate: \$ _____ * Due the 1st of each month
--

Additional One-Time Fees

Community Fee \$ _____

Security Deposit \$ _____

Your Total One-Time Fees \$ _____

Your Total Monthly Rate
* prorated to _____ days \$ _____

Total Due Prior to Move-in \$ _____

EXHIBIT I.A

IDENTIFICATION OF APARTMENT/ROOM

As of the date of Your admission, Your room will be _____, a private, friendship suite or shared room (strike out unit types not applicable). In the event that a room change is necessary, the Operator will reassign You to a like room, if available. The Operator or the Operator's designee will assist You in moving your items.

EXHIBIT I.B

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

- Single bed (well-constructed, in good repair, and equipped with clean springs maintained in good condition) and mattress (clean, comfortable and well-constructed)
- Pillow
- Chair
- Table
- Lamp
- Lockable storage facilities, which cannot be removed at will, for personal articles and medications
- Individual dresser and closet space
- A hinged entry door
- In the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy
- Two (2) sheets, pillowcase, one (1) blanket, bedspread, towels and washcloths, soap, toilet tissue.

EXHIBIT I.C

FURNISHINGS/APPLIANCES PROVIDED BY YOU

List any items here

ITEMS NOT ALLOWED

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

EXHIBIT I.D

SUPPLEMENTAL SERVICES AVAILABLE

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

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Professional Hair Grooming	As set by provider	Third Party Provider
Cable and Internet Bundle	\$69.99/month	Operator
Optional Personal Emergency Response System (PERS) Pendant	\$100.00/pendant	Operator
PERS Service	\$10.00/month	Operator
Transportation to Community Events and Cultural Activities	\$.50/mile	Operator
Personal Property Storage (100 Cubic Feet)	\$100.00/month	Operator
Credit Card Processing Fee	3.5% of charge	Operator
Guest Meals	\$10.00 per meal	Operator
Catering and Special Events	\$10.00 per person	Operator
Carpet Cleaning: Spot only (beyond normal maintenance)	\$25.00 per occurrence	Operator
Carpet Cleaning: additional shampooing (beyond normal maintenance)	\$50.00 per occurrence	Operator
Key Replacement	\$5.00	Operator
Dry Cleaning	As set by provider of service	Third Party Provider
In-Room Tray Service*	\$5/Meal	Operator

*No fee for In-Room Tray Services applies if the request is made because the resident is ill.

EXHIBIT I.E

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

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

Hudson Valley Home Health Care, LLC a Licensed Home Care Services Agency (the “LHCSA”), who provides services to ALR, EALR and SNALR residents.

EXHIBIT II

DISCLOSURE STATEMENT

- 1) Braemar Montebello LLC (the “**Operator**”) as Operator of Braemar Living at Montebello (the “**Residence**”), hereby discloses the following, as required by Public Health Law Section 4658(3).
 - a) The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
 - b) The Operator is licensed by the New York State Department of Health to operate at 250 Lafayette Ave, Montebello, NY 10901 an Assisted Living Residence (“**ALR**”), as well as an Adult Home.
 - c) The Operator is also certified to operate at the Residence as an Enhanced Assisted Living Residence (“**EALR**”), and a Special Needs Assisted Living Residence (“**SNALR**”). 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 ALR to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or SNALR services, as long as the other conditions of the residency set forth in this Agreement continue to be met.
 - d) The Operator is currently approved to provide EALR and SNALR services:
 - i) EALR services for up to a maximum of 70 persons.
 - ii) SNALR services for up to a maximum of 32 persons.
 - iii) The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its EALR, and SNALR programs.
 - iv) It is important to note the Operator is currently approved to accommodate within the EALR and SNALR programs, only up to the number of persons stated above.
 - (1) If You become appropriate for the EALR services, or SNALR services, and one of those units is available, You may be eligible to be admitted into the EALR unit, or SNALR unit (or program).
 - (2) If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representative to identify and obtain other appropriate living arrangements in accordance with New York State’s regulatory requirements.

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

(4) Following is a list of other health related licensure or certification status of The Operator or others providing services at Braemar Living at Montebello: None

- e) The owner of the real property upon which the Residence is located is FilBen Montebello PropCo LLC. The mailing address of such real property owner is 201 Broad Street, 5th Floor, Stamford, CT 06901. The following individual is authorized to accept personal services on behalf of such real property owner, FilBen Management LLC, Administrative Assistant, 201 Broad Street, 5th Floor, Stamford, CT 06901.
- f) The Operator of the Residence is Braemar Montebello LLC. The mailing address of the Operator is 201 Broad Street, 5th Floor, Stamford, CT 06901. The following individual is authorized to accept personal services on behalf of such real property owner, FilBen Management LLC, Administrative Assistant, 201 Broad Street, 5th Floor, Stamford, CT 06901
- g) There is no ownership interest in excess of 10% on the part of the Operator (whether a legal or beneficial interest), in any entity that provides care, material, equipment or other services to residents of the Residence.
- h) There is no ownership interest in excess of 10% (whether a legal or beneficial interest), on the part of any entity that provides care, material, equipment or other services to residents of the Residence, in the Operator.
- i) All residents have the right to receive services from any provider of his/her own choice regardless of who the Operator uses, as long as these services can be coordinated and benefits the care of the Resident, and do not interfere in the smooth operation of the Residence.
- j) Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
- k) Public funds are available to individuals who qualify for payment of residential, supportive or home health services. Medicare provides limited coverage home health care post hospitalization for all those who are enrolled in Part B of Medicare. Medicaid will provide coverage for home health care services, for indigent population as these become necessary.

- l) The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by the Assisted Living Operator or regarding Home Care Services is 1-866-893-6772.
- m) 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)-500-3406 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.
- n) New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-487 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

EXHIBIT III.A

TIER ARRANGEMENT

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.

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

The Operator uses a tier arrangement (“Tier”), in which the Tier is based on the time provided by staff to complete care needs and services required by the resident. Each resident is assigned a Tier Level upon admission after the completion of a “Level of Care Evaluation”. The Level of Care Evaluation will be completed, in consultation with Your physician, at least annually or if there is a significant change in resident’s condition. If the review shows that the resident’s needs have changed, the resident will be moved into the appropriate Tier immediately and the services will be modified accordingly. Any increases in the Monthly Rate or any Additional or Supplemental Rate or Fees will be preceded by written notice no less than forty-five (45) days prior to the anticipated changes.

TIER	HOURS OF CARE/WEEK	Monthly Amount Payable by Resident (in addition to Accommodations Rate)
Tier I	3.75 hours per week of personal care including medication management and Activities of Daily Living (ADLs).	\$4,650
Tier II	Tier I plus up to an additional 3.75 hours per week of personal care including medication management and Activities of Daily Living (ADLs).	\$5,700
Tier III	Tier II plus up to an additional 3.0 hours per week of personal care including medication management and Activities of Daily Living (ADLs).	\$6,560
Tier IV	Tier III plus up to an additional 3.0 hours per week of personal care including medication	\$7,410

	management and Activities of Daily Living (ADLs).	
Tier V	Tier IV plus up to an additional 3.0 hours per week of personal care including medication management and Activities of Daily Living (ADLs).	\$8,180
SNALR (Dementia Program)	As indicated in SNALR addendum	\$8,250
EALR	As indicated in EALR addendum	\$1,710

- The monthly Accommodations Rate for a room in a Friendship Room (one room in a two-room suite) is \$0.00. It is included in the Tier Rate.
- The monthly Accommodations Rate for a Private Room is \$1,100
- The monthly Accommodations Rate for a Private Suite is \$2,200
- Level of Care is determined by the Level of Care Evaluation.
- The rates above are the monthly rate per person.

NOTE: ANY FEES LISTED UNDER SUPPLEMENTAL, ADDITIONAL AND COMMUNITY FEES (EXHIBITS I.D AND IIL.B) ARE IN ADDITION TO THE MONTHLY RATE YOU ARE REQUIRED TO PAY.

EXHIBIT III.B
COMMUNITY FEE AND SECURITY DEPOSIT

1. A Community Fee (i.e. Move-In Fee) is a one-time fee that is charged at the time of admission to all new Residents of the Residence. This fee is \$TBD. This fee is non-refundable.
2. The Operator collects a Security Deposit in the amount of \$2,000 from each resident. . The Security Fee is a one-time fee that is charged at the time of admission to all new Residents of the Residence.

EXHIBIT IV

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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

1.
2.
3.

EXHIBIT V

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Complete and attach DOH-5194 here.

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Inventory of Resident Property

FACILITY NAME:

OPERATING CERTIFICATE NUMBER:

			RESIDENT NAME	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
ITEM	QUANTITY	ESTIMATED \$ VALUE (if known)	DESCRIPTION			
RESIDENT SIGNATURE		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE	DATE		
X			X			

EXHIBIT VI

RULES OF THE RESIDENCE

1. The Operator is committed to ensuring the well-being and safety of Residents and thus, NO SMOKING is permitted in the Residence. Smoking is permitted in designated area outside the building.
2. All visitors and Residents must sign in and out when entering or leaving the Residence. For Your safety, all absences past 9:00 pm, overnight absences and planned missed meals should be reported to the front desk.
3. All meals are served in the dining room.
4. No storage of perishable food is permitted in Resident rooms outside of the refrigerator.
5. Vitamins, herbal medications and over-the-counter medications (collectively “Medications”) must always be kept under lock and key. In addition, the Operator’s Wellness staff must be aware of all these items, in order to avoid adverse reactions with Your regular medication regimen. This is for Your own safety. All Medications must have a physician’s order on file with the Operator’s Wellness staff.
6. If You are handling Your own Medications, the Operator’s Wellness staff must be informed of Your Medications. Any Medications stored in Your room must be under lock and key.
7. Fire drills, as per fire department regulations, must be attended.
8. You must submit to the Operator, at least on an annual basis, a medical evaluation completed by a provider of Your own choice.
9. You must submit to the Operator proof of all immunizations, TB testing and all other health information to the extent required by the New York State Department of Health within thirty (30) days prior to admission to the Residence.
10. No pets of any kind are permitted in the facility.
11. No alcoholic beverages or recreational drugs are permitted on the premises or in Residents’ units.
12. No overnight visitors are permitted in the Resident's units.
13. Quiet hours are from 10:00 PM to 7:00 AM.

EXHIBIT VII

RESIDENT RIGHTS AND RESPONSIBILITIES

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

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

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

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

(D) EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

(E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

(F) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;

(G) EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL POSSESSIONS;

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

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

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

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

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER

BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

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

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

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

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

(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 A THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING RESIDENCE PROGRAMS.

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID, A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS. IF THE RESIDENT HAS BEEN FOUND TO LACK CAPACITY TO EXERCISE THESE RIGHTS, AS FOUND BY A COURT OF COMPETENT JURISDICTION TO EXERCISE THESE RIGHTS, THE RIGHTS SHALL BE EXERCISED BY AN INDIVIDUAL, GUARDIAN, OR ENTITY LEGALLY AUTHORIZED TO REPRESENT THE RESIDENT.

EXHIBIT VIII

OPERATOR PROCEDURE: RESIDENT GRIEVANCES AND RECOMMENDATIONS

1. The Operator will post the procedures for the submission of grievances and suggestions in a common and visible area.
2. A Resident Grievance/Suggestion Form will be available at the front desk for Resident use.
3. If you wish to bring Your concerns to the Operator confidentially, You should write them down and place them in the Residence's Suggestion Box in the Activities Room and Your grievance(s) and suggestion(s) will remain confidential.
4. Grievances and suggestions may be handed to the Administrator or Activities Director.
5. Upon receipt of the written grievance or suggestion, the Administrator or Activities Director will evaluate and initiate the action or resolution and protect the rights of those involved and the confidentiality of the Resident.
6. The Operator will inform Residents of action(s) and resolution(s) of Resident grievance(s) while protecting the confidentiality of the Resident.
7. An individual or group grievance or suggestion may be submitted to Your Resident Council president or may be brought up at the Resident's Council Meeting, which is a self-governing and organized group of Residents of the Residence, and grievances and suggestion will be responded to in writing.
8. Complaints that cannot be resolved by the grievance procedure within the Residence shall be referred to the local Long-Term Care Ombudsman.

The Facilities policy and procedures regarding resident concerns, complaints and grievances are as follows:

Resident Concerns, Complaints and Grievances

A. Purpose

To ensure that resident concerns, complaints and grievances are responded to in an appropriate and timely manner and to provide a mechanism for the receipt, documentation, investigation and response to such complaints and grievances.

B. Policy

Residents will have the opportunity to express their concerns regarding the services provided by Braemar Living at Montebello without threat or fear of reprisal or discrimination. Complaints, written or verbal, will be investigated and its resolution documented in a timely manner.

C. Procedure

1. At the start of care, the resident will be provided with verbal and written information concerning the procedure by which to voice concerns regarding services provided by Braemar Living at Montebello.
2. The resident will be informed that complaints can also be submitted to the New York State Department of Health and given the telephone number of the local area office. The resident will also be informed that they may contact the Orange County Ombudsman and be provided with that contact phone number.
3. Braemar Living at Montebello staff will encourage residents to contact the Braemar Living at Montebello Administrator to discuss their concerns. These concerns shall be documented in the complaint log.
4. Upon receipt of a complaint or grievance, facility staff will:
 - a. Listen to the complaint expressed by the resident
 - b. Provide Resident Complaint forms to the resident and assist the resident in returning the written complaint to the Braemar Living at Montebello Administrator
 - c. Notify the appropriate director of the complaint
5. The Director or their designee will:
 - a. Review all returned resident complaint forms
 - b. Maintain a complaint log manual that indicates the date and receipt of the complaint, the name of the resident, nature of the complaint and the resolution of the complaint. When a complaint is received, whether written or verbal, it is to be documented in the log.
 - c. In order to clarify oral complaints, the facility may request that the complainants express their concern in writing or sign the written statement on the Resident Complaint form. However, a complainant's refusal or inability to express a complaint in writing does not absolve the facility from responsibility for its investigation.
6. The Director or their designee will initiate a problem-solving process to deal with the resident complaints:
 - a. Inform the resident that the complaint has been received within seventy-two (72) hours of receipt

- b. Assess with the resident the exact nature of the complaint and the probable cause of the complaint
 - c. Review and provide a written response to all written complaints and a verbal response (documents as such) to oral complaints within fifteen (15) days of the complaint
 - d. Plan appropriate corrective action. Implement a corrective action plan, including an explanation of the complaint investigation findings and the decisions rendered to date in the written response.
 - e. Evaluate the outcome of the implemented corrective action to determine if the cause of the resident concern has been corrected
 - f. The facility notifies the complainant that he/she may complain to the New York State Department of Health or the Orange County Ombudsman at any time
 - g. If the complainant files an appeal, it is to be reviewed and responded to by a member of the governing authority within thirty (30) days of the appeal.
7. The facility Administrator must take appropriate action to expeditiously resolve any deficiencies noted. The records of the complaints and appeals are to be retained for three (3) years from resolution in the facility's corporate site and are made available to representatives of regulatory agencies upon request.
8. The Director will:
 - a. Present information regarding the resident's complain/concern to the facility's Quality Improvement Committee
 - b. Respond to the recommendation of the Quality Improvement Committee regarding resident complaints as appropriate
 - c. File completed Resident Complain forms in the facility's Resident Complaint Administrative file
9. The Quality Improvement Committee will:
 - a. Review all resident complaints/concerns as appropriate
 - b. Make recommendations relative to resident complaints as appropriate
 - c. Audit all charts of residents who have expressed a complaint, at their next scheduled meeting
 - d. As appropriate, begin the appeals process with review by a member or committee of the governing body within thirty (30) days of receipt of the appeal of the complaint.
10. A locked suggestion box will be provided for further opportunity for residents to offer any anonymous thoughts, suggestions, grievances or complaints by residents at any time. The locked box will be opened by the Administrator and/or Director of Resident Services, and any suggestions or complaints will be documented and reviewed. Such suggestions or complaints will be investigated and, if necessary, corrective actions will be implemented in a timely manner, while protecting the rights of those involved and confidentiality of the resident. In addition, suggestions will be reviewed monthly at the resident council meetings and appropriate department head notification will be made. Complaints will be reviewed at the Resident Council meetings, and a resolution presented within twenty-one (21) days, in a manner that protects Resident privacy.

EXHIBIT D-1

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

**CONSUMER INFORMATION GUIDE: ASSISTED LIVING
RESIDENCE**

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INTRODUCTION

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

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

The New York State Department of Health's (DOH) website provides information about the different types of long-term care at

www.nyhealth.gov/facilities/long_term_care/.

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

A glossary for definitions of terms and acronyms used in this guide is provided on pages 10 and 11.

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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

WHO OPERATES ALRs?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes

may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

	ALR	EARL	SNALR
Provides a furnished room, apartment or shared space with common shared areas	X	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities	X	X	X
Periodic medical visits with providers of resident choice are arranged	X	X	X
Medication management assistance	X	X	X
24 hour monitoring by support staff is available on site	X	X	X
Case management services	X	X	X
Individualized Service Plan (ISP) is prepared	X	X	X
Assistance with walking, transferring, stair climbing and descending stairs, as needed, is available		X	
Intermittent or occasional assistance from medical personnel from approved community resources is available	X	X	X
Assistance with durable medical equipment (i.e., wheelchairs, hospital beds) is available			X
Nursing care (i.e. vital signs, eye drops, injections, catheter care, colostomy care, wound care, as needed) is provided by an agency or facility staff		X	
Aging in place is available, and, if needed, 24 hour skilled nursing and/or medical care can be privately hired		X	
Specialized program and environmental modifications for individuals with dementia or other special needs			X

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before making a decision to apply for

residence. Look around, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.

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

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

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

Location: Is the residence close to family and friends?

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

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

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

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

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

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

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

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

Staff: Are staff professional, helpful, knowledgeable and friendly?

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

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

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

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

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

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

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

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

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

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

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

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

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

APPLYING TO AN ALR

The following are part of entering an ALR:

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

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

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

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

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

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

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

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

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

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

LICENSING AND OVERSIGHT

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

INFORMATION AND COMPLAINTS

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

Glossary of Terms Related to Guide

Activities of Daily Living (ADL): Physical functions that a person performs every day that usually include dressing, eating, bathing, toileting, and transferring.

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

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

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

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

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

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

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

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

Instrumental Activities of Daily Living (IADL's): Functions that involve managing one's affairs and performing tasks of everyday living, such as preparing meals, taking medications, walking outside, using a telephone, managing money, shopping and housekeeping.

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

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

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

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

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

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



State of New York
Department of Health

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