Judson Meadows

Residency Agreement

Judson Meadows
AN ASSISTED LIVING COMMUNITY

Baptist Health Enriched Housing Program, Inc.
www.JudsonMeadowsAssistedLiving.com

APPROVED
BY NYS Department of Health
11/15/2013 (date)
(project manager)

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11/15/2013 (date)
SD (project manager)

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SD (project manager)

RESIDENCY AGREEMENT

This Agreement is made between Judson Meadows (the "Operator"), _____ _____ (the "Resident" or "You"), _____ (the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any).

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 39 Swaggertown Road, Glenville, New York 12302, an Assisted Living Residence ("The Residence") known as Judson Meadows and as an Enriched Housing Program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and Assisted Living Program.

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

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BY NYS Department of Health
11/15/2013 (date)
_____ (project manager)

AGREEMENTS

I. Housing Accommodations and Services

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

A. *Housing Accommodations and Services*

1. **Your Apartment/Room**: You may occupy and use a private apartment( ) or semi-private apartment ( ), room, unit, or other designation for a living space identified on Exhibit I.A.1. subject to terms of this agreement.

2. **Common Areas**. You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, the activity room, sunroom, private dining room, main dining room, library and patio.

3. **Furnishings/Appliances Provided by the Operator**: Attached as Exhibit I.A.3., and made a part of this Agreement, is an Inventory of Furnishings, Appliances and other items supplied by the Operator in Your apartment/room.

4. **Furnishings/Appliances Provided by You**: Attached as Exhibit I.A.4, and made a part of this Agreement, is an Inventory of Furnishings, Appliances and other items supplied by you in your apartment/room. Such exhibit also contains any limitations or conditions concerning what type of appliances may be permitted (e.g. due to amperage concerns, etc.).

B. *Basic Services*

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

1. **Meals and Snacks**: Three (3) nutritionally well-balanced meals per day and two (2) snacks per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: no added salt (4-6 grams), no concentrated sweets, regular diet and mechanical soft.

2. **Activities**: The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your

physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.

3. **Housekeeping**

4. **Linen Service:** (Towels, washcloths, pillow, pillowcase, blanket, bedsheets, bedspread); all clean and in good condition.

5. **Laundry of Your Personal Washable Clothing.**

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

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

8. **Personal Care**: Include some assistance with bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), medication acquisition, storage and disposal, assistance with self-administration of medication.

9. **Development of Individualized Service Plan**: (*Including ongoing review and revision as necessary*).

C. *Additional Services*

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

D. *Licensure/Certification Status*

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

II. Disclosure Statement

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

III. Fees

A. *Basic Rate*

1. **Flat Fee Arrangements**: The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident (*or other specified party*) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I(B) of this Agreement (the "Basic Rate"). The Basic Rate as of the date of this Agreement is $_____ per month. $_____ per day.

2. **Tiered Fee Arrangements**: Any "tiered" fee arrangements in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care are set forth in detail in Exhibit III.A.2., and made a part of the Agreement. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each "tier" of care and describes who will be providing care, if other than staff to the Operator.

B. *Supplemental, Additional or Community Fees*

A supplemental or additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate.

A supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an additional fee without the express written approval of the Resident (See Exhibit III.B.)

A community fee is a one time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the community fee pays for and what the amount of the community fee will be, as well as any terms regarding refund of the community fee. The prospective Resident, once fully informed of the terms of the community fee, may choose whether to accept the community fee as a condition of residency in the Residence, or to reject the community fee and thereby reject residency at the Residence.

Any charges by the Operator, whether a part of the Basic Rate, supplemental additional or community fees, shall be made only for services and supplies that are actually supplied to the Resident and made a part of the Agreement.

C. *Rate of Fee Schedule*

Attached as Exhibit III.C. and made a part of this Agreement is a Rate or Fee Schedule, covering both the Basic Rate and any additional, supplemental or community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fee or charges.

D. *Billing and Payment Terms*

Payment is due by the 10th of the month and shall be delivered to the Operator at Baptist Health Nursing and Rehabilitation Center, 297 N. Ballston Avenue, Scotia, New York 12302, Attn: Business Office.

In the event that the Resident or Resident's Legal Representative is no longer able to pay for services provided for this Agreement, or for additional services or care needed by the Resident, the Operator shall provide a list of alternative providers in the community which accept Medicaid payments or other public funding.

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

1. You have the right to written notice of any proposed increase of the Basic Rate or any additional or supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions states in paragraphs 3, 4 and 5 below.

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

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

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

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

F. *Bed Reservation*

The Operator agrees to reserve a residential space as specified in Section I(A)(1) above in the event of Your absence. The charge for this reservation for the first twenty-eight (28) days, thereof, shall be the same as the then current rate. After twenty-eight (28) days, said charge shall be at the Basic Rate for the apartment size. The basic length of time the space will be reserved is for the time the resident/representative pays the Basic Rate. A provision to reserve a residential

space does not supercede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of Your discharge, but in no case more than three (3) business days after You leave the Residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You, with a final written statement of Your payment and personal allowance accounts at the Residence.

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

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

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

V. Transfer of Funds or Property to Operator

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

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

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

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

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

You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

You must complete the following:

I receive SSI funds _____ or I have applied for SSI funds_____

I receive SNA funds____ or I have applied for SNA funds____

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11/15/2013 (date)
(project manager)

I do not receive either SSI or SNA funds _____

If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence maintained account, then that signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements

X. Admission and Retention Criteria for an Assisted Living Residence

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

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

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

D. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply. If You are being admitted to a Special Needs Assisted Living Residence, then the Special Needs Assistance Living Residence Addendum will apply.

E. If You are residing in a "basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care

or 24-hour skilled nursing care, You will no longer be appropriate for residency in this basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

F. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:

1. Are chronically chair fast and unable to transfer or chronically require the physical assistance of another person to transfer; or

2. Chronically require the physical assistance of another person in order to walk; or

3. Chronically require the physical assistance of another person to climb or descend stairs; or

4. Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or

5. Have chronic unmanaged urinary or bowel incontinence.

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

XI. Rules of the Residence

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

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

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

1. Payment of the Basic Rate and any authorized additional and agreed to supplemental or community fees as detailed in this Agreement.

2. Supply of personal clothing and effects.

3. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third party coverage.

4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.

5. Informing the Operator promptly of change in health status, change in physician or change in medications.

6. Informing the Operator promptly of any change of name, address and/or telephone number.

7. The Resident's Representative shall be responsible for the following: (# 1 and #6 as listed above).

8. The Resident's Legal Representative, if any shall be responsible for the following: (enter either "None" or list specific responsibilities):

_____

_____

XIII. Termination and Discharge

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

A. By mutual agreement between You and the Operator;

B. Upon thirty (30) days notice from You or Your Representative to the Operator of Your intention to terminate the Agreement and leave the facility;

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BY NYS Department of Health
11/15/03 (date)
(project manager)

C. 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 a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

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

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

C. 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 results 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;

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

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

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

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

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

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

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

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

XIV. Transfer

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

A. When You develop a communicable disease, medical or mental condition or sustains an injury such that continual skilled medical or nursing services are required;

B. In the event that Your behavior poses an imminent risk of death or serious physical injury to himself/herself or others; or

C. 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 Resident's continued safety and care.

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

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Resident's organization and to provide a written report to the Resident's organization that addresses the same.

Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate, and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

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

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

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BY NYS Department of Health
11/15/2013 (date)
(project manager)

C. The parties agree that Assisted Living Residency Agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three (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

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

DATED: _____ _____
(Signature of Resident)

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

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

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

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BY NYS Department of Health
11/15/03 (date)
SD (project manager)

Personal Guarantee of Payment (Optional)

_____ personally guarantees payment of charges for Your Basic Rate.

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

_____

_____

_____

_____ _____

Date Guarantor's Signature

_____

Guarantor's Name (*Print*)

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BY NYS Department of Health
11/5/2018 (date)
_____ (project manager)

Guarantor of Payment of Public Funds (Optional)

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

_____ _____

Date Guarantor's Signature

_____

Guarantor's Name (*Print*)

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BY NYS Department of Health
11/15/2013 (date)
_____ (project manager)

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

APPROVED
BY NYS Department of Health
11/15/2013 (date)
(project manager)

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Pursuant to 488.11(f) the Operator must provide a standard, single bed in good repair, a chair, a lamp, lockable storage facility, individual dresser and closet space, dishes, glasses, utensils, table, household linens including at a minimum a pillow, pillowcase, two sheets, blankets, a bedspread, towels, and washcloths, and household supplies and equipment including soap and toilet tissue.

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BY NYS Department of Health
11/15/2013 (date)
SD (project manager)

EXHIBIT I.A.4

FURNISHINGS/APPLIANCES PROVIDED BY YOU

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11/15/2013 (date)
SD (project manager)

EXHIBIT II.

DISCLOSURE STATEMENT

Judson Meadows ("The Operator") as Operator of Judson Meadows ("The Residence") hereby discloses the following, as required by Public Health Law Section 4658(3).

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

2. The Operator is licensed by the New York State Department of Health to operate at 39 Swaggertown Road, Glenville, New York 12302 as an Assisted Living Residence as well and Enriched Housing Program.

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

A. Enhanced Assisted Living services for up to a maximum of seventy (70) persons.

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

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BY NYS Department of Health
11/15/2018 (date)
(project manager)

It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the number of persons stated above. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living Unit. If, however, such units are at capacity and there are no vacancies, the Operator will assist You and Your Representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your apartment within the Residence.

3. The owner of the real property upon which the Residence is located is Baptist Health Nursing and Rehabilitation Center, Inc. The mailing address of such real property owner is 297 North Ballston Avenue, Scotia, New York, 12302.The following individual is authorized to accept personal service on behalf of such real property owner Judson Meadows: Judson Meadows at 39 Swaggertown Road, Glenville, New York 12302.

4. The Operator of the Residence is Judson Meadows. The mailing address of the Operator is 39 Swaggertown Road, Glenville, New York 12302. The following individual is authorized to accept personal service on behalf of the Operator: Judson Meadows. The address of the Operator is 39 Swaggertown Road, Glenville, New York 12302.

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence. Not Applicable.

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11/15/2013 (date)
(project manager)

6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator. Not applicable.

7. Residents shall have the right to receive services from service providers with whom the Operator does not have arrangements with.

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

9. Public funds are available to persons who meet certain income limitations, for the payment of residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services. However, the Community's charges for services may exceed the assistance available. Consequently, public assistance alone may not be enough to cover the charges associated with remaining a resident at this Community if this Community's charges exceed the amount of public funds available to a resident, and the resident is unable to pay (in full) the balance of the Community's charges, the Community will assist the resident in securing placement at another facility, pursuant to applicable law and regulation.

10. The New York State Department of Health's toll free number for reporting of complaints regarding the services provided by the Assisted Living Operator or regarding Home Care Services is 1-800-628-5972.

The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an ombudsman to advocate for the Resident. (518) 694-5114 is the local LTCOP telephone number. The NYSLTCOP website is www.ltcombudsman.ny.gov.

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BY NYS Department of Health
11/15/2013 (date)
(project manager)

EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS

This is an overview of services provided to residents of Judson Meadows at the three levels of care. For more specific details on services, please contact us at 831-2400.

LEVEL ONE: BASIC RATE (Residents admitted to EHP-Enriched Housing Program)

- Three daily meals and snacks
- Weekly housekeeping services
- Seasonal cleaning (windows, etc.)
- Daily bed making
- Weekly linen services (or as often as needed)
- Personal laundry once per week (or as often as needed)
- Bathing assistance up to twice per week as required
- Personalized health plan delineating how a resident's health care needs may be addressed
- Personal, housekeeping, food service assistance – six (6) hours per week (hourly breakdown depends on the aggregate of service needs)
- Medication reminders for prescription refills, etc.
- Twenty-four (24) hour staff on duty
- Scheduled transportation to medical appointments (within a 10-mile radius) and planned outings
- Organized group activities
- Emergency call system in each apartment
- Daily trash removal
- Secure entry with camera phone
- All utilities
- Local and domestic long distance telephone, basic cable and wireless internet throughout building
- Cues, reminders for meals
- Resident is independent with mobility with or without an assistive device
- Resident is independent with all transfers

LEVEL TWO: Includes all BASIC RATE services (Residents admitted to EHP-Enriched Housing Program)

- Reminders for meals as needed
- Twice-weekly housekeeping services
- Medication management and assistance
- Bathing assistance up to three (3) times per week
- Personal care, housekeeping – six (6) to ten (10) hours per week (hourly breakdown depends on the aggregate of service needs)
- Cues, occasional assist with transfers (up to one person assist)
- Reminders, cues continence management, occasional assist

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(project manager)

LEVEL THREE: (FOR RESIDENTS ADMITTED TO EALR-Enhanced Assisted Living Residence)

- Cues for meals and activities as needed
- Daily light housekeeping services as required
- Personal laundry services to four (4) times per week or as often as needed
- Bathing assistance up to five (5) times per week
- Personal care, housekeeping, food service assistance – ten (10) to fourteen (14) hours per week (hourly breakdown depends on the aggregate of service needs)
- Medication management and administration
- Includes all services in above listed two levels.

EXHIBIT III.B.
SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

N/A

APPROVED
BY NYS Department of Health
11/15/2013 (date)
(project manager)

EXHIBIT III.C.
Rate or Fee Schedule

Judson Meadows
AN ASSISTED LIVING COMMUNITY

Baptist Health Enriched Housing Program, Inc.
www.JudsonMeadowsAssistedLiving.com

Apartment Type	# Apts Available	Square Ft.	BASIC CARE Service. Tier Level One	Service Tier Level Two	EALR Service Tier Level Three
Studio	4	362	$3,895.00	$4,795.00	$5,695.00
Deluxe Studio	2	410	$4,195.00	$5,095.00	$5,995.00
1 Bedroom	30	449	$4,495.00	$5,695.00	$6,895.00
1 Bedroom Deluxe	24	519	$4,925.00	$6,125.00	$7,325.00
2 Bedroom	2	704	$5,650.00	$7,150.00	$8,650.00
Total Apartments	**62**				
2nd Person Fee	3		$1,395.00	$2,595.00	$3,795.00

APPROVED
BY NYS Department of Health
11/15/2013 (date)
(project manager)

EXHIBIT I.C.
ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

ITEM	*ADDITIONAL CHARGE*	*PROVIDED BY*
Dry cleaning	Invoice directly to Resident	Resident
Professional hair grooming	Invoice directly to Resident	Resident
Personal toilet articles (shampoo, soap, etc.)		Resident
Commissary goods		Resident
Medical transportation		Facility
Cultural/activities transportation (if arranged by facility)		Facility
Long distance telephone service	International provide by Resident	Domestic only/Facility
Local telephone service		Facility
Air conditioning		Facility
Cable TV	Premium channels directly invoiced to Resident/family	Basic provide by Facility
Other (please specify)		

APPROVED
BY NYS Department of Health
11/15/2013 (date)
(project manager)

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

APPROVED
BY NYS Department of Health
11/15/2013 (date)
SD (project manager)

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

APPROVED
BY NYS Department of Health
11/15/2013 (date)
(project manager)

EXHIBIT XI.

HOUSE RULES

The following guidelines have been established for the benefit of all residents of Judson Meadows. Please bring any suggestions, concerns or complaints to the attention of the Executive Director.

1. No smoking is permitted inside the building common areas or in any resident rooms.

2. Televisions and radios may be used at any time, providing the volume is controlled and is not disturbing the other residents.

3. Food may be kept in rooms if it is in a covered container.

4. Residents are free to decorate their rooms with pictures, plants, etc. However, anything that needs to be attached to the wall or ceiling must be installed by maintenance personnel.

5. Residents are encouraged to not keep large sums of money in their rooms. Residents' accounts (PNA) may be opened and transactions may be made with the receptionist at the reception desk, Monday through Friday during banking hours 10:00 a.m. to 2:00 p.m.

6. Judson Meadows is not responsible for any personal items lost, stolen or damaged. In the event that personal items are lost, stolen or damaged through the negligence of staff, Judson Meadows will conduct a thorough investigation and compensation will be made as necessary.

7. Tips and gratuities to individual staff members are prohibited.

8. All electrical items are required to be inspected by the Maintenance Department as a safety precaution.

9. When a resident leaves Judson Meadows it is requested that he/she sign out on the register located at the reception desk.

10. Visiting hours are from 8:00 a.m. to 10:00 p.m.

APPROVED
BY NYS Department of Health
11/15/2013 (date)
SD (project manager)

EXHIBIT XV.

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCIES

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.

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11/15/2013 (date)
(project manager)

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 (45) 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 the right to be informed by the Operator by a conspicuous posting in the Residence on at least a monthly basis, of the then-current vacancies available, if any, under the Operator's Enhanced and/or Special Needs Assisted Living Programs.

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

EXHIBIT XVI.

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

In an effort to keep a pleasant and comfortable place to live, we would like you to share your concerns with us. The following procedure has been developed to receive and respond to grievances and recommendations for change or improvement.

1. Resident grievance forms are available at the front desk for resident use.

2. If you wish to bring your concern to us confidentially, you should use the form provided and place it in the suggestion box located at the reception desk in the lobby. The response to a confidential issue will be given to the Resident Council President to be read at the Resident council meeting.

3. At the end of each day the Director of Nursing or designee will empty the box and evaluate the suggestions.

4. Grievances and suggestions can also be made in person to the Executive Director, or Director of Nursing or Activity Director.

5. An individual or group grievance may be submitted to your Resident Council Representative or presented through the council meeting. A representative of the Resident Council may also request a private meeting with the Executive Director/Director of Nursing to relay confidential suggestions or concerns.

6. A response by the Executive Director/Director of Nursing will be submitted within **ten business days** or sooner if the issue can quickly be resolved.

7. If the individual or group would like to speak directly to the Executive Director or the Director of Nursing a meeting will be scheduled to attempt to work out a solution to the concerns.

8. The Executive Director/Director of Nursing in conjunction with other department directors, as necessary will determine the best practice to address the information received.

9. A resident also has the right to present grievances to the department of health or other government officials without fear of reprisal.

10. A list of contact numbers for your local ombudsman and department of health is posted in the lobby on the glass enclosed bulletin board.

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BY NYS Department of Health
11/15/2013 (date)
(project manager)

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS OFFERING HOME CARE OR PERSONAL CARE SERVICES

N/A

Enhanced Assisted Living Residence
Addendum to
Residency Agreement

This is an addendum to a Residency Agreement made between Judson Meadows and _____ (Name of Resident), _____ (Resident's Representative) and _____, (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 Certificates***

Judson Meadows is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Judson Meadows located at 39 Swaggertown Road, Glenville, New York 12303.

II. ***Physician Report***

You have submitted to Judson Meadows a written report from your physician, which report states that:

a. Your physician has physically examined you within the last month prior to your admission into this Enhanced Assisted Living Residence; and

b. You are not in need of 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***

You have requested to become a resident at this Enhanced Assisted Living Residence (the "Residence") and Judson Meadows has accepted your request.

IV. ***Specialized Programs, Staff Qualifications and Environmental Modifications***

- Services to be provided in the Enhanced Assisted Living Residence are provided by Executive Director/Registered Nurse; Director of Nursing/Registered Nurse; Licensed Practical Nurse (LPN); and Home Health Aides (HHA). All personnel providing care are licensed, certified and/or credentialed in the State of New York.

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(project manager)

- Staffing levels: an HHA for each shift on each floor, and an LPN daily on the first shift, including weekends. An RN is on site during normal business hours Monday through Friday, excluding Holidays. An LPN or RN is on call at all times after normal business hours. The LPN has access to an RN at all times while the LPN is on call.

- The Residence is fully sprinklered.
- Enhanced services that may be provided to enhanced level residents are:

  - ▶ Physical assistance of 1 or 2 staff for transfers with transfer belt*
  - ▶ Assistance with medical equipment
  - ▶ Skilled nursing
    a. Wound care
    b. Dressing Changes
    c. Urinary catheter care
    d. Urine collection
    e. Injections
    f. Fingerstick Glucose Testing
    g. Oxygen Assistance
    h. Physical assessment
    i. Medication Administration

* Mechanical Lifts will not be used in Judson meadows, transfer belts only.

V. ***Aging in Place***

Judson Meadows has notified you that, while Judson Meadows will make reasonable efforts to facilitate your ability to age in place according to your individualized service plan, there may be a point reached where your needs cannot be safely or appropriately met at the Residence. If this occurs, Judson Meadows will communicate with you regarding the need to relocate to a more appropriate setting in accordance with the law.

VI. ***If 24-Hour Skilled Nursing or Medical Care is Needed***

If you reach the point where you are in need of 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, Judson Meadows will initiate proceedings for the termination of this agreement and to discharge you from the Residence, UNLESS each of the following conditions are met:

a. You hire appropriate nursing, medical or hospice staff to care for your increased needs; AND

b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, you 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. Judson Meadows agrees to retain you as a resident and to coordinate the care provided by Judson Meadows and the additional nursing, medical or hospice staff; AND

d. You are otherwise eligible to reside at the Residence.

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.

DATED: _____ _____
(Signature of Resident)

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

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

DATED: _____ _____

APPROVED
BY NYS Department of Health
11/15/2013 (date)
_____ (project manager)

EALR #1

JUDSON MEADOWS
STAFF SCHEDULE BY DISCIPLINE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			DAYS			
	ED/RN 9-5	ED/RN 9-5	ED/RN 9-5	ED/RN 9-5	ED/RN 9-5	
	DON/RN 9-5	DON/RN 9-5	DON/RN 9-5	DON/RN 9-5	DON/RN 9-5	
LPN 9-5	LPN 9-5	LPN 9-5	LPN 9-5	LPN 9-5	LPN 9-5	LPN 9-5
	AD 9-5	AD 9-5	AD 9-5	AD 9-5	AD 9-5	
REC 9-5	REC 9-5	REC 9-5	REC 9-5	REC 9-5	REC 9-5	REC 9-5
	MKT 9-5	MKT 9-5	MKT 9-5	MKT 9-5	MKT 9-5	
HHA 7-3	HHA 7-3	HHA 7-3	HHA 7-3	HHA 7-3	HHA 7-3	HHA 7-3
HHA 7-3	HHA 7-3	HHA 7-3	HHA 7-3	HHA 7-3	HHA 7-3	HHA 7-3
HHA 7-3	HHA 7-3	HHA 7-3	HHA 7-3	HHA 7-3	HHA 7-3	HHA 7-3
			EVE			
HHA 3-11	HHA 3-11	HHA 3-11	HHA 3-11	HHA 3-11	HHA 3-11	HHA 3-11
HHA 3-11	HHA 3-11	HHA 3-11	HHA 3-11	HHA 3-11	HHA 3-11	HHA 3-11
HHA 3-11	HHA 3-11	HHA 3-11	HHA 3-11	HHA 3-11	HHA 3-11	HHA 3-11
			NIGHTS			
HHA 11-7	HHA 11-7	HHA 11-7	HHA 11-7	HHA 11-7	HHA 11-7	HHA 11-7
HHA 11-7	HHA 11-7	HHA 11-7	HHA 11-7	HHA 11-7	HHA 11-7	HHA 11-7
HHA 11-7	HHA 11-7	HHA 11-7	HHA 11-7	HHA 11-7	HHA 11-7	HHA 11-7

KEY: **ED/RN: Executive Director/RN DON/RN: Director of Nursing/RN LPN: Licensed Practical Nurse HHA: Home Health Aide**

AD: Activities Director REC: Reception MKT: Marketing Director

Shaded Area: Administration NOTE: In addition to On-Site hours an RN/LPN is on call 24/7.

Maintenance Personnel is on call 24/7.

APPROVED
BY NYS Department of Health
11/15/2013 (date)
(project manager)

EALR # 1

JUDSON MEADOWS
STAFF SCHEDULE BY DISCIPLINE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
CHEF 7a-7p						CHEF 7a-7p
	CHEF 7a-7p	CHEF 7a-7p	CHEF 7a-7p	CHEF 7a-7p	CHEF 7a-7p	
KS 7a-7p	KS 7a-7p	KS 7a-7p	KS 7a-7p	KS 7a-7p	KS 7a-7p	KS 7a-7p
KS 7a-7p	KS 7a-7p	KS 7a-7p	KS 7a-7p	KS 7a-7p	KS 7a-7p	KS 7a-7p
SS 7a-7p	SS 7a-7p	SS 7a-7p	SS 7a-7p	SS 7a-7p	SS 7a-7p	SS 7a-7p
SS 7a-7p	SS 7a-7p	SS 7a-7p	SS 7a-7p	SS 7a-7p	SS 7a-7p	SS 7a-7p
SS 7a-7p	SS 7a-7p	SS 7a-7p	SS 7a-7p	SS 7a-7p	SS 7a-7p	SS 7a-7p
HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p
HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p
HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p	HSKPG 8a-430p
MTC 8a-430p	MTC 8a-430p	MTC 8a-430p	MTC 8a-430p	MTC 8a-430p	MTC 8a-430p	MTC 8a-430p
	DRIVER 9a-5p	DRIVER 9a-5p	DRIVER 9a-5p	DRIVER 9a-5p	DRIVER 9a-5p	

KEY: **KS: Kitchen Staff** **HSKP: Housekeeping**
SS: Serving Staff **NOTE: Additional Maintenance Staff is sent from Baptist Maintenance Department as needed**
MTC: Maintenance

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BY NYS Department of Health
11/15/2013 (date)
(project manager)