ST. JOSEPH'S
HOME FOR THE AGED

Missionary Sisters of St. Benedict
350 Cuba Hill Rd.
Huntington, NY 11743
TEL: (631) 368-9528
FAX: (631) 266-1015

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DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH CENTRAL OFFICE
INITIALS LO DATE 6/27/18

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RESIDENCY AGREEMENT

A. This agreement is made between:

MISSIONARY SISTERS OF ST.BENEDICT HOME FOR THE AGED, INC.
[THE "OPERATOR"]

_____
[NAME OF RESIDENT]

_____
[NAME OF RESIDENT'S REPRESENTATIVE, if any]

_____
[NAME OF RESIDENT'S LEGAL REPRESENTATIVE, if any]

stating the terms and conditions of the resident's admission and living arrangements at:

ST. JOSEPH'S HOME FOR THE AGED
[NAME OF FACILITY]

located at:

350 Cuba Hill Road, Huntington, New York 11743, (631) 368-9528.
[ADDRESS OF FACILITY AND PHONE NUMBER]

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 350 Cuba Hill Road, Huntington, New York 11743 an Assisted Living Residence ("The Residence") known as St. Joseph's Home for the Aged and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence.

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

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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 ( ) or semi-private ( ) room or the room identified on **Exhibit I.A.1.**, subject to the terms of this Agreement.
2. ***Common areas.*** You will be provided with the opportunity to use the general purpose rooms at the Residence such as the living room, library, and central lobby in the John Paul II East Wing, the living room in the Blessed Mother Theresa South Wing, and the visitor's room in the Saint Padre Pio West Wing.
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 not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

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

1. ***Meals and Snacks.*** [3] nutritionally well-balanced meals per day and [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: Regular, No Added Salt, and No Concentrated Sweets.
2. ***Activities.*** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
3. ***Housekeeping.*** (vacuuming, surface and bathroom cleaning, and furnishing of toilet tissue. Attention to soiling of rugs, furniture and other items due to resident use).
4. ***Linen Service.*** (towels and washcloths; pillow, pillowcase, blanket, bed sheets, 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

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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, ambulation, transferring, eating, medication acquisition, storage and disposal, assistance with self-administration of medication.
9. ***Development of Individualized Service Plan.*** An individualized service plan will be developed to address Your needs, and will be updated every six months (at minimum) or whenever there is a change in Your health.

C. Additional Services

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

D. Licensure/Certification Status.

A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in **Exhibit 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 (*add any other party to be charged under the agreement*) agree that the Resident (*or other specified party*) will pay, and the Operator agrees to accept, the 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:

- ALR: $_____ per month for a semiprivate room
- ALR: $_____ per month for a private room

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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.1** and **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 of 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 section III.E*).

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.

C. Rate or 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, fees or charges.

D. Billing and Payment Terms

Payment is due by the tenth of each month and shall be delivered to Bookkeeper between the hours of 10am and 2pm. Or, send the check by mail, payable to the Missionary Sisters of St. Benedict. In *memo*, the month should be specified.

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 stated in paragraphs 3, 4 and 5 below.

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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 is $98.63 per day for a private room, and $72.32 per day for a semi-private room. The [basic] length of time the space will be reserved is 390 days. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

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

The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis 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.

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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 ____

I do not receive either SSI or SNA funds ____

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

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X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
    (a) chronically require the physical assistance of another person in order to walk; or
    (b) chronically required the physical assistance of another person to climb or descend stairs; or
    (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
    (d) have chronic unmanaged urinary or bowel incontinence.

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

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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 representatives agree to obey all reasonable Rules of the Residence.

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

A. Resident, Resident Representative, 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 payments are available under Medicare, Medicaid or other third party coverage.
   4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
   5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
   6. Informing the Operator promptly of any change of name, address and/or phone number.

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;
2. Upon 30 day(s) notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;
3. Upon 30 days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated by You. 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:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

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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 30 days notice or court review, for the following reasons:

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

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

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

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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 Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

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

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

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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.

RESIDENT [SIGNATURE]	**DATE**
RESIDENT'S REPRESENTATIVE [SIGNATURE]	**DATE**
RESIDENT'S LEGAL REPRESENTATIVE [SIGNATURE]	**DATE**
OPERATOR/DESIGNEE [SIGNATURE]	**DATE**

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(Optional) **Personal Guarantee of Payment**

PART 1 [redacted]

_____ personally guarantees payment of charges for Your Basic Rate.

[Guarantor's Signature]

PART 2 [redacted]

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

[Guarantor's Signature]

(1)_____

(2)_____

(3)_____

(4)_____

(5)_____

The above has been discussed with me, and I agree to abide by the terms and conditions therein.

RESIDENT [SIGNATURE]	**DATE**
RESIDENT'S REPRESENTATIVE [SIGNATURE]	**DATE**
RESIDENT'S LEGAL REPRESENTATIVE [SIGNATURE]	**DATE**
OPERATOR/DESIGNEE [SIGNATURE]	**DATE**

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

_____

[Guarantor's Signature]

The above has been discussed with me, and I agree to abide by the terms and conditions therein.

RESIDENT (SIGNATURE)	**DATE**
RESIDENT'S REPRESENTATIVE (SIGNATURE)	**DATE**
RESIDENT'S LEGAL REPRESENTATIVE (SIGNATURE)	**DATE**
OPERATOR/DESIGNEE (SIGNATURE)	**DATE**

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EXHIBIT I.A.1 :: IDENTIFICATION OF APARTMENT/ROOM

WING:	
UNIT #:	
PHONE #:	
RESIDENT'S NAME:	
MAILING ADDRESS:	

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NYSDOH CENTRAL OFFICE
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ST. JOSEPH'S
HOME FOR THE AGED

Missionary Sisters of St. Benedict
350 Cuba Hill Rd.
Huntington, NY 11743
TEL: (631) 368-9528
FAX: (631) 266-1015

EXHIBIT I.A.3 :: FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

*Specify Standard Items
Bed, which includes: ▪ Frame ▪ Headboard ▪ Mattress ▪ Box spring
(1-3) Nightstand(s)
(1) Lamp
(1) Armchair
Weekly Linens: ▪ (1-2) Pillows(s) ▪ (2) blanket(s) ▪ (1-2) spread ▪ (1-2) sheets ▪ (1) mattress pad ▪ (2) towels ▪ (2) washcloths
Lockable unit which cannot be removed at will for personal articles and medications.

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EXHIBIT I.A.4 :: FURNISHINGS/APPLIANCES PROVIDED BY YOU, THE RESIDENT

ITEM NAME	DESCRIPTION
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

NOTE: The following are examples of restricted items:

1. Heat producing items:
   a. Toasters, coffee makers, microwaves, hot pots
2. Electric blankets and pads
3. No beds with full rails or higher than 36"

We request that you, the resident bring to the attention of the Case Manager any new or additional furnishing/appliances not listed above prior to you bringing them to St. Joseph's Home for the Aged so that we may assess their impact on your safety and security and the safety and security of other residents, the staff and the St. Joseph's Home for the Aged building.

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EXHIBIT I.C :: ADDITIONAL SERVICES, SUPPLIES, OR AMENITIES

Although the following services, supplies and amenities are not provided directly by the operator, arrangements can be made with the operator to assist in the provision of the items listed below. The operator recommends the following providers:

ITEM	ADDITIONAL CHARGE	PROVIDED BY:
Personal Toileting Articles	Various/As Marked	Costco, Town Drug
Laboratory Testing	Contact vendor	Apex Laboratory, INC. (110 Central Ave. Farmingdale, NY 11735; phone: (631) 753-3900)
Portable X-rays and EKG	Contact vendor	Mobilerad, Inc. (P.O. Box 708 Mount Sinai, NY 11766-0708; phone: (631) 642-2240)
Physical Therapy	Contact vendor	East Northport Physical Therapy (554 Larkfield Rd., Suite 207, East Northport, NY 11731; phone: (631) 266-4501)
Long Distance Telephone Service	Contact vendor	Verizon or Cablevision
Local Phone Service	Contact vendor	Verizon or Cablevision
Cable T.V. (if available)	Contact vendor	Cablevision
Newspaper	Contact vendor	New York Times and Newsday
Medical Transportation	Contact vendor	Hunter EMS Ambulance Phone: (631) 777-5616 Care & Comfort Ambulette Phone: (631) 244-6800 Choice Medical Transport 510 E. Suffolk Ave Islandia, NY 11749 (631) 342-8888

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EXHIBIT I.D. :: LICENSURE/CERTIFICATION STATUS OF PROVIDERS

St. Joseph's Home for the Aged's Case Manager(s) are available to help residents arrange for additional services through community agencies. St. Joseph's Home for the Aged does not have contract arrangements with any of the agencies. Residents may choose to ask for help arranging services through any of the following community agencies or any other agency of the resident's choice.

Directory of Home Care Agencies:

Visiting Nurse Service and Hospice of Suffolk, Inc.
505 Main Street Northport, NY 11768
https://www.visitingnurseservice.org

Senior Helpers
1461 Franklin Avenue Suite LL#1
Garden City, NY 11530
www.seniorhelpers.com

Community Care Home Health Services
180 Keyland Court
Bohemia, NY 11716
info@communitycarehhs.com
www.communitycarehhs.com

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EXHIBIT II :: DISCLOSURE STATEMENT

Missionary Sisters of St. Benedict Home for the Aged, Inc. ("The Operator") as operator of St. Joseph's Home for the Aged ("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 part of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate 350 Cuba Hill Road, Huntington, NY 11743 as an Assisted Living Residence as well as an Adult Home.

   The Operator is also certified to operate at this location an Enhanced Assisted Living Residence. 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 Enhanced Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

   The operator is currently approved to provide:

   a. Enhanced Assisted Living services for up to a maximum of 45 persons. A list of the needs/conditions that The Operator is able to serve and accommodate under its Enhanced Assisted Living Certification: (See **Exhibit III.A.2** in Admission Agreement).

      The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services program. **It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living only up to the numbers of persons stated above.** If you become appropriate for Enhanced Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced 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 program within this Residence, it may be necessary for You to change Your (room, unit, apartment) within the Residence and it will be necessary for You to sign a new Residency Agreement or an Addendum to Your existing Residency Agreement.

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3. The owner of the real property upon which the Residence is located is the Missionary Sisters of St. Benedict, Inc.. The mailing address of such real property is 350 Cuba Hill Rd., Huntington, NY 11743. The following individual is authorized to accept personal service on behalf of such real property owner: President of the Missionary Sisters of St. Benedict, Inc. located at 350 Cuba Hill Rd. Huntington, NY 11743.

4. The Operator of the Residence is the Missionary Sisters of St. Benedict Home for the Aged, Inc.. The following individual is authorized to accept service on behalf of the Operator: President of the Missionary Sisters of St. Benedict Home for the Aged, Inc. located at 350 Cuba Hill Rd. Huntington, NY 11743.

5. The Operator does not hold any ownership in excess of 10% (whether a legal or beneficial interest,) in any entity that provides care, material, equipment, or other services to residents of the Residence.

6. No other entity that provides care, material, equipment or other services to the residents of the Residence holds any ownership interest in the Operator.

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

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

9. Public funds may be used for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services. However, the Residence is 100% private pay, and thus its charges may exceed the amount of public funds available to You.

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

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. The Local LTCOP Ombudsman telephone number is 631-470-6755. The NYSLTCOP website is https://ltcombudsman.ny.gov/.

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EXHIBIT III.A.1 :: TIERED FEE ARRANGEMENTS

Part A — **Overview**

		Level of Care		
		ALR	**EALR – Tier 1**	**EALR – Tier 2**
Room Type	**Semiprivate**	$2200/month	$3000/month	$3500/month
	Private	$3000/month	$3500/month	$4000/month

Part B — **Terms**

Terms

Room Type:	**Level of Care:**	**Monthly Rate:**

The above has been discussed with me, and I agree to abide by the terms and conditions therein.

RESIDENT [SIGNATURE}	**DATE**
RESIDENT'S REPRESENTATIVE {SIGNATURE}	**DATE**
RESIDENT'S LEGAL REPRESENTATIVE [SIGNATURE}	**DATE**
OPERATOR/DESIGNEE {SIGNATURE}	**DATE**

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EXHIBIT III.A.2::TIERED FEE ARRANGEMENTS –ALR & EALR SERVICES

All services at St. Joseph's Home for the Aged are provided by authorized and qualified staff within his/her scope of tasks respective to his/her position.

	TIERS		
Services (Please note, ALR refers to Assisted Living Residence and EALR refers to Enhanced Assisted Living Residence.)	**ALR**	**EALR Tier 1**	**EALR Tier 2**
Minimal standby assistance (i.e., supervision, reminders) and/or minimal hands-on assistance with activities of daily living: - eating (reminding, encouraging, and cueing) - mobility (assistance with transferring and ambulating, ~~requiring 1 person to assist~~) - dressing - toileting (managed bowel and/or urinary incontinence) - personal hygiene (bathing, showering and grooming)	✓	✓	✓
Ongoing case management services	✓	✓	✓
Individualized service plan development and implementation	✓	✓	✓
Recreation services (min=10 hrs/week)	✓	✓	✓
Housekeeping and laundry services (min=2 hrs/week)	✓	✓	✓
Food service (min=3 meals/day, 1 snack/day; modified diets)	✓	✓	✓
Supervisory services (min=24/day)	✓	✓	✓
Medication Management: - PRN medication - authorized subcutaneous/intramuscular injections (i.e. insulin, b12)	✓	✓	✓
Preparation of meals in accordance with complex modified diets (i.e., Pureed, Mechanical Soft))	✓	✓	✓
1:1 continual standby (i.e., supervision, reminders, cueing) and/or 1:1 continual hands-on assistance with activities of daily living: - eating (reminding, encouraging, and cueing) - mobility (assistance with transferring and ambulating ~~requiring 1 person to assist~~) - dressing - toileting (chronic bowel and/or urinary incontinence) - personal hygiene (bathing, showering and grooming)	X	✓	✓
Skilled nursing ~~observation and documentation~~ (less than 24 hrs/day)	X	✓	✓
Assistance with routine and special skin care.	X	✓	✓
Medication Administration: - PRN medication - oral medications - topical medications - injectable medications - intra-aural/nasal/ocular medications - rectal/vaginal medications - medicated baths	X	✓	✓

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EXHIBIT III.A.2::TIERED FEE ARRANGEMENTS –ALR & EALR SERVICES

	TIERS		
Services (Please note, ALR refers to Assisted Living Residence and EALR refers to Enhanced Assisted Living Residence.)	**ALR**	**EALR Tier 1**	**EALR Tier 2**
Assistance with using medical equipment, supplies, and devices: canes, crutches, walkers, braces/splints, prosthetics, wheelchairs, trapeze, footboards/cradles, hospital beds, special mattresses, cushions, pads, slings, elastic support stockings, ace bandages, backrests, transfer/sliding boards, hydraulic lift, electric lift chair, transcutaneous electrical nerve stimulator)	✗	✓	✓
~~Provision and~~ assistance with using medical equipment, supplies, and devices: - catheters - enemas - douches	✗	✓	✓
Assistance with using medical equipment, supplies, and devices: - hot and cold applications - medication nebulizer - humidifier - oxygen tank - oxygen concentrator - equipment for sleep apnea	✗	✓	✓
~~Provision and~~ assistance with change of dressings/wound care: - dressings involving clean procedure - dressings involving sterile procedure	✗	✓	✓
Performance of simple measurements and tests to routinely monitor the resident's medical condition: - vital signs - specimen collection - intake and output - urine testing - weight tracking	✗	✓	✓
Diabetic care: - insulin administration - obtaining a fingerstick glucose level - limited nursing care	✗	✓	✓
Performance of a maintenance exercise program: - range of motion - postural damage	✗	✓	✓
Physical assistance with eating—hand-to-mouth (done by a certified Home Health Aide (HHA), Licensed Practical Nurse (LPN), or Registered Nurse (RN) which may be employed by the EALR)	✗	✗	✓
~~Assistance with transferring that requires 2 people to assist~~	~~✗~~	~~✗~~	~~✓~~

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EXHIBIT III.B. :: SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Supplemental Fee, Additional Fee

- See section III.E

Community Fee

- None

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EXHIBIT III.C. :: RATE OR FEE SCHEDULE

Part A — **Tiered Fee Arrangements**

		Level of Care		
		ALR	**EALR – Tier 1**	**EALR – Tier 2**
Room Type	**Semiprivate**	$2200/month	$3000/month	$3500/month
	Private	$3000/month	$3500/month	$4000/month

Part B — **Additional Services/Amenities Available**

Although the following services, supplies and amenities are not provided directly by the operator, arrangements can be made with the operator to assist in the provision of the items listed below. The operator recommends the following providers:

ITEM	ADDITIONAL CHARGE	PROVIDED BY:
Personal Toileting Articles	Various/As Marked	Costco, Town Drug
Laboratory Testing	Contact vendor	Apex Laboratory, INC. (110 Central Ave. Farmingdale, NY 11735; phone: (631) 753-3900)
Portable X-rays and EKG	Contact vendor	Mobilerad, Inc. (P.O. Box 708 Mount Sinai, NY 11766-0708; phone: (631) 642-2240)
Physical Therapy	Contact vendor	East Northport Physical Therapy (554 Larkfield Rd., Suite 207, East Northport, NY 11731; phone: (631) 266-4501)
Long Distance Telephone Service	Contact vendor	Verizon or Cablevision
Local Phone Service	Contact vendor	Verizon or Cablevision
Cable T.V. (if available)	Contact vendor	Cablevision
Newspaper	Contact vendor	New York Times and Newsday
Medical Transportation	Contact vendor	Hunter EMS Ambulance Phone: (631) 777-5616 Care & Comfort Ambulette Phone: (631) 244-6800 Choice Medical Transport 510 E. Suffolk Ave Islandia, NY 11749 (631) 342-8888

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EXHIBIT V. :: TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

St. Joseph's Home for the Aged operated by the Missionary Sisters of St. Benedict Home for the Aged, Inc. does not accept responsibility for transfer of funds or property.

Residents are able to make arrangements with local banking institutions for direct payment of rent to St. Joseph's Home for the Aged operated by the Missionary Sisters of St. Benedict Home for the Aged, Inc.

Each resident who is receiving SSI or (insert other) and who is entitled to a monthly personal allowance may set up a facility maintained resident personal allowance account with the Office Manager.

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EXHIBIT VI. :: PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

St. Joseph's Home for the Aged operated by the Missionary Sisters of St. Benedict Home for the Aged does not hold responsibility for holding items/property.

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EXHIBIT XI. :: RULES OF THE RESIDENCE

Each resident admitted to the St. Joseph's Home for the Aged operated by the Missionary Sisters of St. Benedict Home for the Aged, Inc.:

- Is fully informed, as evidenced by the resident's written acknowledgement, prior to or at the time of admission and during stay, of the responsibilities and is given an explanation of the resident's responsibility to obey all reasonable rules and regulations of the St. Joseph's Home for the Aged and to respect the personal rights and private property of employees and other residents.
- Is responsible for providing accurate and complete information about past illnesses and hospitalization, medications, and other matters relating to the resident and their care.
- Is responsible for reporting unexpected changes in their resident's condition to the responsible practitioner.
- Is responsible for making it known whether they clearly understand a contemplated course of action and what is expected of them.
- Is responsible for following the medical course recommended by the practitioner primarily responsible for the resident's care and for following St. Joseph's Home for the Aged's rules and regulations affecting resident care and conduct.
- Is responsible for his/her actions if they refuse treatment or do not follow the practitioner's instructions.
- Is responsible for being considerate of the rights of other residents and personnel, and for the resident's personal behavior in the control of noise and the use of appropriate language befitting the setting
- Is responsible for assuring the financial obligations of the resident's care is fulfilled promptly.
- Understands there is no smoking in the building.
- Understands there can be no perishable food in rooms, unless stored in a sealed air-tight container.
- Understands that dining room courtesy is important to staff and tablemates.
- Understands that when leaving the building, they should inform facility personnel and sign themselves out at the Front Desk.
- Understands that Residents are not allowed in the kitchen or "Employee Only" areas.
- Understands there is no tipping allowed to facility personnel.
- Understands that no resident is permitted to leave the premises unless s/he reports to the receptionist that she will be off the premises. The resident must sign out upon departure and sign in upon return to our residence.
- Understands there is an open door policy with the Department Heads and residents may reach out to any staff with concerns or complaints. There is also a formal grievance program outlined in **EXHIBIT XVI** and in the Suggestions & Grievances section in the facility's Resident Handbook.
- Understands that any additional expenses incurred by the resident above and beyond what the facility provides, is the responsibility of the Resident and their Representative(s).

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EXHIBIT XV. :: 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 REPRESENATATIVE 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 XVIII 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

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REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUECES OF SUCH REFUSAL;

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

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

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

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

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

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EXHIBIT XVI: :: RESIDENT GRIEVANCES AND RECOMMENDATIONS

In an effort to maintain a pleasant and comfortable living environment, we would like you to share your suggestions and grievances with us. The following procedure has been developed to receive and respond to suggestions and grievances. Forms are available next to the suggestion box for resident use.

(1) *If you wish to bring your suggestion or concern to us confidentially...*
- You should use the suggestions and grievances form available at the front desk and in the activity room, and place it in the locked suggestion box located in each unit.
- At the end of the day, the Administrator or designee will empty the suggestion box and evaluate the information.
- The Administrator in conjunction with other Department Heads, as necessary, will determine the best practice to address the information received.
- A response by the Administrator will be submitted and addressed at the next resident council meeting.

(2) *If you wish to privately bring your suggestion or concern to us in person...*
- You may do so by notifying the Administrator, Case Manager, Activity Director, and/or Wellness Director.
- A private meeting will be scheduled with those of your choice, and the suggestion or grievance will be addressed at the meeting.
- A response by the Administrator will be submitted within ten (10) business days or sooner if the issue can quickly be resolved. If not, you will be notified of the next step within ten (10) business days.

(3) *If you wish to bring your suggestion or concern to the attention of other residents...*
The monthly resident council meeting is the most opportune time to make your voice heard by the largest audience. We have come to notice over the years that if a resident voices a suggestion or concern at the resident council meeting, there are others who share the same opinion. Please feel free to do so, we encourage it! It is your home after all.

(4) *If you wish to bring your suggestion or concern to the attention of the department of health or other government officials...*
- As a resident at our home, it is your right to present grievances to the department of health or other government officials without fear of reprisal.
- A list of contact numbers for your local ombudsman and department of health is posted in the Activity Room on the bulletin board.

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH CENTRAL OFFICE
INITIALS LO DATE 6/27/18

ST. JOSEPH'S
HOME FOR THE AGED

Missionary Sisters of St. Benedict
350 Cuba Hill Rd.
Huntington, NY 11743
TEL: (631) 368-9528
FAX: (631) 266-1015

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between

MISSIONARY SISTERS OF ST. BENEDICT HOME FOR THE AGED, INC.
[THE "OPERATOR"]

_____
[NAME OF RESIDENT]

_____
[NAME OF RESIDENT'S REPRESENTATIVE, if any]

_____
[NAME OF RESIDENT'S LEGAL REPRESENTATIVE, if any]

stating the terms and conditions of the resident's admission and living arrangements at:

ST. JOSEPH'S HOME FOR THE AGED,
[NAME OF FACILITY]

located at:

350 Cuba Hill Road, Huntington, New York 11743, (631) 368-9528.
[ADDRESS OF FACILITY AND PHONE NUMBER]

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 St. Joseph's Home for the Aged Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This Addendum must be attached to St. Joseph's Home for the Aged's Residency Agreement between the parties.

I. Enhanced Assisted Living Certificate
The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at St. Joseph's Home for the Aged, located at 350 Cuba Hill Road, Huntington, NY 11743.

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DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS JP DATE 06/26/18

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Huntington, NY 11743
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II. Physician Report

You have submitted to the Operator a written report from Your physician, which reports that:

a. Your physician has physically examined You within the last month prior to Your admission into St. Joseph's Home for the Aged's Enhanced Assisted Living Residence; and
b. You are not in need of 24-hour skilled nursing care or medical care which could require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

You have requested to become a Resident at St. Joseph's Home for the Aged's Enhanced Assisted Living Residence, (The "Residence") and the Operator has accepted Your request.

IV. Specialized Program, Staff Qualifications and Environmental Modifications

Attached as EALR #1 and made a part of this Agreement is a written description of:

- Services to be provided in the Enhanced Assisted Living Residence;
- Staffing levels;
- Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving positions in the Enhanced Assisted Living Residence;
- Any environmental modifications that have been made to protect the health, safety, and welfare of persons in the Residence.

V. Aging in Place

The Operator has notified You that, while the Operator 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, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with 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, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, 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

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or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND

c. The Operator agrees to retain You as Resident and to coordinate the care provided by the Operator and the additional nursing, medical or hospice staff; AND

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

VII. Addendum 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.

RESIDENT (SIGNATURE)	DATE
RESIDENT'S REPRESENTATIVE (SIGNATURE)	DATE
RESIDENT'S LEGAL REPRESENTATIVE (SIGNATURE)	DATE
OPERATOR/DESIGNEE (SIGNATURE)	DATE

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DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS JP DATE 06/26/18

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ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT (EALR#1)

Services provided in the Enhanced Assisted Living Residence

Services (Please note, EALR refers to Enhanced Assisted Living Residence.)	EALR Tiers Tier 1	Tier 2
Minimal standby assistance (i.e., supervision, reminders) and/or minimal hands-on assistance with activities of daily living: - eating (reminding, encouraging, and cueing) - mobility (assistance with transferring and ambulating, requiring 1 person to assist) - dressing - toileting (managed bowel and/or urinary incontinence) - personal hygiene (bathing, showering and grooming)	✓	✓
Ongoing case management services	✓	✓
Individualized service plan development and implementation	✓	✓
Recreation services (min=10 hrs/week)	✓	✓
Housekeeping and laundry services (min=2 hrs/week)	✓	✓
Food service (min=3 meals/day, 1 snack/day; modified diets)	✓	✓
Supervisory services (min=24/day)	✓	✓
Medication Management: - PRN medication - authorized subcutaneous/intramuscular injections (i.e. insulin, b12)	✓	✓
1:1 continual standby (i.e., supervision, reminders, cueing) and/or 1:1 continual hands-on assistance with activities of daily living: - eating (reminding, encouraging, and cueing) - mobility (assistance with transferring and ambulating requiring 1 person to assist) - dressing - toileting (chronic bowel and/or urinary incontinence) - personal hygiene (bathing, showering and grooming)	✓	✓
Preparation of meals in accordance with complex modified diets (i.e., Pureed, Mechanical Soft))	✓	✓
Skilled nursing observation and documentation (less than 24 hrs/day)	✓	✓
Assistance with routine and special skin care.	✓	✓
Medication Administration:: - PRN medication - oral medications - topical medications - injectable medications - intra-aural/nasal/ocular medications - rectal/vaginal medications - medicated baths	✓	✓

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NYSDOH REGIONAL OFFICE
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Services (Please note, EALR refers to Enhanced Assisted Living Residence.)	EALR Tiers	
	Tier 1	Tier 2
Assistance with using medical equipment, supplies, and devices: canes, crutches, walkers, braces/splints, prosthetics, wheelchairs, trapeze, footboards/cradles, hospital beds, special mattresses, cushions, pads, slings, elastic support stockings, ace bandages, backrests, transfer/sliding boards, hydraulic lift, electric lift chair, transcutaneous electrical nerve stimulator)	✓	✓
Provision and assistance with using medical equipment, supplies, and devices: - catheters - enemas - douches	✓	✓
Assistance with using medical equipment, supplies, and devices: - hot and cold applications - medication nebulizer - humidifier - oxygen tank - oxygen concentrator - equipment for sleep apnea	✓	✓
Provision and assistance with change of dressings/wound care: - dressings involving clean procedure - dressings involving sterile procedure	✓	✓
Performance of simple measurements and tests to routinely monitor the resident's medical condition: - vital signs - specimen collection - intake and output - urine testing - weight tracking	✓	✓
Diabetic care: - insulin administration - obtaining a fingerstick glucose level - limited nursing care	✓	✓
Performance of a maintenance exercise program: - range of motion - postural damage	✓	✓
Physical assistance with eating—hand-to-mouth (done by a certified Home Health Aide (HHA), Licensed Practical Nurse (LPN), or Registered Nurse (RN) which may be employed by the EALR)	X	✓
Assistance with transferring that requires 2 people to assist	X	✓

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staffing levels

Proposed in next 12 months: 20 ALR beds + 25 EALR beds = 45 beds

Position	# of Staff	Position	# of Staff
Administrator	(1); on-site	**Head Cook**	(1); on-site
General Manager	(1) P/T	**Assistant Cook**	(2); on-site
Executive Assistant	(1) P/T	**Dietary Consultant**	(1)
Office Manager	(1); on-site	**Registered Nurse**	(2); on-site + (1) P/T
Case Manager	(1); on-site	**Home Health Aide***	(10); on-site + (1) P/T
Activities Director	(1); on-site	**Resident Care Aide***	(15); on-site
Food Service Manager	(1); on-site		

*As of 5/13/2018, the facility has (15) Resident Care Aides, (11) of which are licensed as Home Health Aides, and are able perform in that capacity if resident need indicates. As needs change, the number of HHA's will be adjusted to accurately reflect the needs of the resident population. Nursing coverage is provided as determined necessary and documented by the resident's medical evaluation, the resident's attending physician, and/or the resident's Individualized Service Plan.

staff education, training, and work experience

Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving positions in the Enhanced Assisted Living Residence will be provided to you upon request.

any environmental modifications that have been made to protect the health, safety and welfare of persons in the residence

No environmental modifications have been made.

RECEIVED
MAY 25 2018
NYS Dept. of Health
Adult Care Facilities

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NYSDOH REGIONAL OFFICE
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