THE LAKE SHORE

ASSISTED LIVING RESIDENCE

RESIDENCY AGREEMENT

APPROVED
BY NYS Department of Health
9/23/15 (date)
lmo (project manager)

RESIDENCY AGREEMENT
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APPROVED
BY NYS Department of Health
9-23-15 (date)
lmo (project manager)

EXHIBITS

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9/23/15 (date)
lmo (project manager)

RESIDENCY AGREEMENT

THIS AGREEMENT is made between Lake Haven Equities, Inc. d/b/a The Lake Shore Assisted Living Residence, 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 211 Lake Shore Road, Ronkonkoma, New York 11779 as an Assisted Living Residence ("The Residence") known as The Lake Shore Assisted Living Residence and as an Adult Home.

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
9/23/15 (date)
lmo (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 ( ) or semi-private ( ) 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 lounges, cocktail lounges, Gift Shops, Game Room and Library.

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 room.

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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 room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.).

B. **Basic Services**

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

1. **Meals and Snacks**. Three nutritionally well-balanced meals per day and two snacks per day (including a nutritious evening snack) 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: Low Salt, Diabetic, and Regular.

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.

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3. **Housekeeping**.

4. **Linen Service**. Towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition, are provided by the Operator.

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

9. **Development of Individualized Service Plan**. Development of the Individualized Service Plan includes ongoing review and

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revision as necessary. This Individualized Service Plan will be reviewed and revised every six months and whenever ordered by Resident physician or as frequently as necessary to reflect the changing needs of the Resident.

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.** The Operator does not have any arrangements with outside home care or personal care providers to serve residents. Should this change in the future, you will be provided with a listing of such providers with a statement describing the licensure or certification status of each provider and this 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.**

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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 ($_____ per month). Your Basic Rate is determined by your room selection and may increase pursuant to Section III.E, below. Pursuant to State Regulations, you will receive a notice 45 days prior to any increase. The current rates for various rooms are set forth in Exhibit III.C.

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).* Supplemental Fees for Additional Services, Supplies or Amenities are set forth in Exhibit I.C.

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 of what 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. The Operator charges a non-refundable, one-time Community Fee in the amount of $1500.

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. **Refundable Security Deposit**

A $1,000.00 refundable security deposit is required upon application for residency which will be held in a separate interest bearing security account which will be refunded upon the Resident's discharge (minus a 1% administrative fee) provided there is no damage to the apartment and no outstanding balances on Resident's account at the time of discharge. The Resident has the right to contest any determination regarding damages and monies owed resulting from damages.

D. **Billing and Payment Terms**

Payment is due by the first of the month and shall be delivered to The Lake Shore Assisted Living Residence. ***A late fee of 1.5% per month will be assessed on any payment due that is not received before the 10th of the month and on any outstanding balances.***

In the event that a Resident, Resident's representative or Resident's Legal representative is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, the facility will provide the resident with notification of termination of the

Agreement and assist the resident in finding another placement, in accordance with Section XIII of this Agreement. The Resident has the right to contest any determination that payment was received late.

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 ***as set forth in Exhibits I.C. and III.C***. not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.
3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through 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 daily charge for this reservation is prorated from the basic rate as set forth within Exhibit III.C. Rooms may be reserved indefinitely, subject to any increase made pursuant to Section III. G. above. 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 You, Your Resident Representative 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 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 of 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____

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

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with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

SSI rates are contingent upon initial and continued eligibility for SSI. Payment of the private pay rate will be required upon ineligibility for SSI.

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 Individualized Services Plan.

D. 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.

XI. **Rules of the Residence**

By signing this agreement, You and Your representatives agree to adhere to all Rights and Responsibilities of Residents in Assisted Living Residences contained in Exhibit XV and in section XII, below.

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

A. You, or Your 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 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.

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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: *(enter either "NONE" or the specific responsibilities below)*

_____

_____

_____

C. The Resident's Legal Representative, if any shall be responsible for the following: *(enter either "NONE" or the specific responsibilities below)*

_____

_____

_____

XIII. **Termination and Discharge**

A. 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 days written notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility. This notice is required regardless of your reason for termination of the agreement;

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.

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

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

2. 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.

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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.

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.

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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**

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

1. When You develop a communicable disease, medical or mental condition, or sustains 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.

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**

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.

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 years after the Agreement is terminated. The parties further agree that such agreements

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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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(Optional) **Personal Guarantee of Payment**

_____ 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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(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.

_____ (Date)

_____ (Guarantor's Signature)

_____ Guarantor's Name (Print)

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

Room # _____

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EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

1. Resident's rooms contain no more than two beds.
2. Each resident is provided with a standard size bed with a mattress and box spring, pillow, bed linens, bed spread and blankets maintained by the facility.
3. A wardrobe or closet is provided along with a desk and a desk lamp. A lamp is also provided over the bed.
4. A chair is provided for each resident.
5. A dresser is provided for each resident.
6. The room is equipped for cable television. The resident must provide their own television. The cable charge is nominal.
7. A lockable storage cabinet for personal articles and medications.
8. A hinged entry door.

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EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

You may bring the following items into your room:

Refrigerator
Television
Three foot surge protector Extension Cord
Additional Telephone
Dresser no larger than 3 feet in width (a dresser will be provided to you unless you wish to provide your own.)

You may not have the following items in your room:

Hot plates or other cooking devices
Microwaves
Coffeemakers
Irons

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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 additional charges:

Item	Additional Charge	Provided By
Dry Cleaning	Vendor Cost	Beautician
Professional Hair Grooming	Vendor Cost	Pharmacy
Personal Toilet Articles	Cost Varies	Facility
Commissary Goods	Cost Varies	Facility
Long Distance Telephone Service	Vendor Cost	Phone Company
Local Phone Service	Vendor Cost	Phone Company
Cable T.V. (if available)	$25.00/month	Facility
Moving Large Furniture	$50.00 item	Facility
Incontinence Care	$500/mo.	Facility
Other (Specify)		

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EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

At this time there are no providers offering home care or personal care services under any arrangement with the Operator. The Residence, however, will make every effort to assist you in obtaining appropriate home care or personal services if You so desire.

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(project manager)

EXHIBIT II

DISCLOSURE STATEMENT

Lake Haven Equities, Inc. ("The Operator") as operator of The Lake Shore Assisted Living Residence ("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 hereto.
2. The Operator is licensed by the New York State Department of Health to operate 211 Lake Shore Road, Lake Ronkonkoma, New York, 11779 as an Assisted Living Residence as well as an Adult Home.
3. The owner of the real property upon which the Residence is located is Lake Haven Equities. The mailing address of such real property owner is 211 Lake Shore Road, Lake Ronkonkoma, NY 11779. The following individual is authorized to accept personal service on behalf of such real property owner: Harold Henry Marcus, 211 Lake Shore Road, Lake Ronkonkoma, NY 11779.
4. The Operator of the Residence is Harold Henry Marcus. The mailing address of the Operator is 211 Lake Shore Road, Lake Ronkonkoma, NY 11779. The following individual is authorized to accept personal service on behalf of the Operator: Steven Marcus, 211 Lake Shore Road, Lake Ronkonkoma, NY 11779.
5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence. None

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6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator. None

7. 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. All residents should be aware that public funds for the payment of residential, supportive or home health services are available for eligible individuals. Residents should also be aware that the facility does not accept public funds payments as payment in full. Therefore, if the facility rate exceeds the amount of public funds available to the resident, and the resident is unable to pay (in full) the balance of the facility's basic daily rate, the facility 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 telephone number for reporting of complaints regarding the services provided by the Assisted Living Operator or Home Care Agencies is 1-866-893-6772.

11. 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. (631) 427-3700 x 273 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

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LMD (project manager)

EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS

The tiered fee arrangement is as follows:

Tier 1 includes all basic services plus incontinence management. $ 750/month

** All services will be provided by the Operator unless Resident is notified in writing of third party provider.

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EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

A one-time community fee of $1500 is charged upon admission. This fee is non-refundable.

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EXHIBIT III.C

RATE OR FEE SCHEDULE

Monthly Fee Schedule

1st Floor

Semi-Private	From:	$2,650.00
Private	From:	$3,400.00
Lake View (Private):		$3,500.00

2nd & 3rd Floor Lake View Room

Semi-Private	From:	$2,650.00
Private	From:	$3,300.00

2nd & 3rd Floor Non Lake View Standard Room

Semi-Private	From:	$2,650.00
Private	From:	$3,300.00

*$1,000 refundable security deposit is required upon application for residency as described in Section III.C. of this Agreement.

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EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Enumerate the funds or property below or circle NONE

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EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Enumerate the items or property below or circle NONE

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BY NYS Department of Health
9/23/15 (date)
lmo (project manager)

EXHIBIT XI.

RULES OF THE RESIDENCE

1. All residents and their guests or companions must respect the rights of other residents to maintain a comfortable home. All residents and their guests must treat other residents, their guest and staff with respect and curtail any activities that interrupt other resident's enjoyment of the residence.
2. Respect the property of other residents and of the residence.
3. NO SMOKING is permitted in the facility.
4. Regular visiting hours are from 10am to 8pm. All visitors and residents must sign in and out when entering or leaving the facility. For your safety, all absences past 9pm, including overnight absences, and planned missed meals should be reported to the case manager.
5. If you are ordering or administering any of your medications without the assistance of the residence, including vitamins, herbal medications, over the counter medications, and dietary supplements must always be cleared by your primary care physician and be locked in your room. Residence staff must be informed of your medications. Any medications stored in your room must be under lock and key.
6. PRN medications, or those medications taken as needed, are permitted only if the prescribing physician indicates that you can express the need for the medication or that you can self-administer the PRN.
7. Residents and their guest or companions must participate in all fire drills as per fire department regulations.
8. Provide accurate and complete information, to the best of Your knowledge, about present condition, past illnesses and hospitalizations, medications and other matters relating to Your health
9. Avoid accidents by keeping Your apartment clean. Pick up clothing, books, shoes and other items that might cause someone to trip or fall.
10. Advise staff if anything in Your apartment needs to be repaired or moved.

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11. Refrain from storing any personal items outside of your own apartment, which includes refraining from storing your items in common areas both inside and outside of the building, without receiving permission from the administrator.
12. Residents and their guests must obey the speed limit while in the parking area located in the back of the facility, which is 5 MPH.
13. Residents and their guests may not feed the geese and ducks, or any other wild animals due to potential health hazards and overpopulation.

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lmo (project manager)

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

RESIDENT'S RIGHTS AND RESPONSIBLITIES 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 PROSSESSIONS;

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A

WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

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

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

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

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE 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 ANY 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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BY NYS Department of Health
9/23/15 (date)
(project manager)

EXHIBIT XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

The Operator welcomes and encourages recommendations from residents for changes or improvements in the Facility. Residents are encouraged to participate in the Resident Council or other member-driven resident organization as a vehicle to provide such recommendations. In addition, residents may submit recommendations directly to the Operator or his designee.

Residents may submit grievances, in writing, to the Operator or his designee. Such grievances shall remain confidential, unless the resident chooses otherwise, and shall be responded to, in writing, within 30 days of receipt. Grievances may also be submitted anonymously through the Resident Council. Under these circumstances, a written response from the Operator or his designee will be directed to the Resident's Council within 30 days of receipt.