NEW YORK STATE OF OPPORTUNITY. Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

March 11, 2019

Mr. Benjamin Clark
The Arbors at Islandia East
1515 Veterans Memorial Highway
Islandia, New York 11749

Dear Mr. Clark:

Thank you for your e-mail on Tuesday, March 5, 2019 outlining the corrections to your proposed Residency Agreement for The Arbors at Islandia East.

The main body of your Residency Agreement and the SNALR Addendum is approved contingent upon receipt of your Operating Certificate for AH/ALR/SNALR. Enclosed is a copy of the approved Residency Agreement for your records and immediate use.

Please be advised that the approved Residency Agreement may not be altered without prior Department approval, pursuant to 10 NYCRR 1001.8(f)(6). If you wish to propose any revisions to this agreement, prior to implementation, you must first submit the changes to my office for review and approval to:

Residency/Admission Agreement Coordinator
New York State Department of Health
Division of Adult Care Facility/Assisted Living Surveillance
Bureau of Licensure and Certification
875 Central Avenue
Albany, New York 12206

Failure to submit the revisions and receiving Department approval prior to implementing a Residency Agreement will result in enforcement action and the imposition of civil penalties.

As always, thank you for your cooperation.

Sincerely,

Valerie A. Deetz, Director
Division of Adult Care Facilities
and Assisted Living Surveillance

cc: B. Barrington
L. O'Connell

Enc. Approved Residency Agreement

ARCADIA MANAGEMENT, INC.

RESIDENCY AGREEMENT

January 2007
October 2013
September 2014

APPROVED BY
DIVISION OF ADULT CARE FACILITY &
ASSISTED LIVING SURVEILLANCE
NYSDOH CENTRAL OFFICE
INITIALS lo DATE 3 / 11 / 19

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RESIDENCY AGREEMENT

A. This agreement is made between Arcadia Management, Inc. the "Operator,"

_____ (the "Resident" or "You"),

_____(the "Resident's Representative," if any)

and _____(the"Resident's Legal Representative," if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate the Residence, The Arbors Assisted Living at Islandia East located at 1515 Veterans Memorial Highway, Islandia, New York, 11749,
(Name of Residence) (Address of Residence)

as an Assisted Living Residence as well as an Adult Home. The Operator is also certified to operate, at this location a Special Needs 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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NYSDOH CENTRAL OFFICE
INITIALS lo DATE 3/11/19

AGREEMENTS

I. Housing Accommodations and Services

Beginning on _____ (*commencement 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 Room. You may occupy and use a private ☐ or semi-private ☐ room. (apartment, room, unit or other designation used for living space) as identified as Room #_____ 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, lobbies and pantries.

3. Furnishings Provided by the Operator. Attached as Exhibit I.A.1. and made a part of this Agreement is an Inventory of Furnishings and other items supplied by the Operator in your room.

4. Furnishings/Appliances Provided by You. Attached as Exhibit I.A.2 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 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 Service Plan.

1. **Meals and Snacks.** Three nutritionally, well-balanced meals per day and one snack per day are included in your Basic Rate. The following modified diet(s) will be available to you if ordered by your physician and included in your Individualized Service Plan: (Regular; (NCS) no concentrated sweets ; (NAS) low sodium).

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.** Including but not limited to, daily bed making, light dusting, trash removal, daily basic cleaning of bathroom.

4. **Linen Service.** Linens include: towels, washcloths, pillow, pillowcase, blanket, bed sheets, and bedspread: all clean and in good condition. Linen changes once a week and towel changes twice a week.

5. **Laundering of Your Personal Washable Clothing.** Once a week (We are not responsible for dry-cleaning or lost or damaged clothing or other personal articles unless loss or damage is due to negligence or intentional acts of Arcadia Management, Inc. as determined after investigation of event by the Operator).

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 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

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identification and evaluation of your needs and interests, information and referral, and coordination with available resources to best address your identified needs and interests.

8. Personal Care. Staff on-site on a 24-hour basis to provide personal care in accordance with law including some assistance with dressing, bathing, grooming, toileting, medication acquisition, storage and disposal as well as assistance with self-administration of medication.

9. Development of an Individualized Service Plan. The Individualized Service Plan will be developed to address your needs and will be updated every six months or when there is a change in the resident's health.

C. Additional Services. Exhibits I.B.1.and, I.B.2, attached to and made part of this Agreement, describe 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 exhibits state 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.C. of this Agreement.

II. Disclosure Statement

The operator is disclosing information as required under Public Health Law Section 4658 (3). Such disclosure is 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 the Resident's Legal Representative, if any, agree that the resident 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 of this agreement is $_____/month.

B. Supplemental or Additional 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 the resident's 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 chose 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. [*Detail here or in an Exhibit III. any Supplemental, Additional or Community Fees to be charged to the Resident.]*

C. Rate or Fee Schedule.

Attached as Exhibit III. and made a part of this Agreement is a rate or fee schedule, covering 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.. Exhibits I.B.1, and I.B.2, details charges for any additional, supplemental or community fee.

D. Billing and Payment Terms.

Fees are due and payable on the first day of each month and delivered to Arcadia Management 1515A Veteran's Memorial Highway, Islandia, New York, 11749. Any outstanding balance which remains open after the seventh day of the month will incur a one and one half percent

(1½ %) per month late charge. A minimum late charge of $25.00 will be assessed; provided, however, that the Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.

E. Adjustments to the 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.

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

3. If you or your representative or legal representative agrees 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 your room in the event of your absence. The charge for this reservation is your monthly fee at the time of the reservation. The charges would be prorated based upon days not utilized. The basic length of time the space will be reserved is 30 days. A provision to reserve a residential space does not supersede the requirements for termination as set fort 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. Note – The total of the daily rate for a one-month period may not exceed the established monthly rate.

IV. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of your discharge, but in no case more than three (3) business days after you leave the Residence, the Operator must provide you, your 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 (3) business days, any of your money or property which comes into the possession of the Operator after your

discharge. The Operator must refund on the basis 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 the 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 IV. 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 V.

VII. Fiduciary Responsibility

If the Operator assumes 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 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 SSI or SNA Funds

If you have a signatory to this agreement beside yourself and if that signatory does not choose to place your personal allowance funds in a residence maintained account, then that signatory hereby agrees that he/she will comply with the Supplement Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

X. Admission and Retention Criteria

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.

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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 and under your Individualized Services Plan.

4. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

5. 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.

XI. Community Rules

Attached as Exhibit VI. And made part of this Agreement are the Community Rules. By signing this agreement, you and your representative agree to obey all reasonable Rules of the Residence.

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

A. You or your 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 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 the 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.

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 operator;

2. Upon 30 days 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, and include the reason for the termination, a statement of your right to object and a list of free legal advocacy resources approved by the State Department of Health.

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

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

Both you and the Operator are free to seek any other judicial relief to which you/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 yourself or others;

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

XVI. Complaint Resolution

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

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, if any)

Dated:_____ _____
(Signature of Operator or Operator's Representative)

Dated:_____ _____
(Signature of Witness)

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NYSDOH CENTRAL OFFICE
INITIALS lo DATE 3/11/19

Personal Guarantee of Payment (Optional)

_____ personally guarantees payment of charges for your basic rate.

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

_____

_____

_____

_____ _____
Date Guarantor's Signature

_____
Guarantor's Name (Print)

_____ _____
Date Witness's Signature

_____
Witness's Name (Print)

_____
Witness's Address – Street

_____
Witness's Address – City/State/Zip

_____ _____
Date Signature of Operator/Operator's Representative

_____
Operator/Operator's Representative (Print)

January 2007; October 2013; September 2014

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Guarantor of Payment of Public Funds (Optional)

If you have a signatory to this Agreement besides yourself and that signatory controls all or a portion of your public funds (SSI, Safety Net, Social Security, 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)
_____	_____
Date	Witness's Signature
	_____
	Witness's Name (Print)
	_____
	Witness's Address - Street
	_____
	Witness's Address – City/State/Zip
_____	_____
Date	Signature of Operator/Operator's Representative
	_____
	Operator/Operator's Representative (Print)

January 2007
October 2013
September 2014
January 2019

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EXHIBIT I.A.1.

FURNISHINGS/APPLIANCES PROVIDED BY THE OPERATOR

- A standard single bed, well-constructed, in good repair, and equipped with:
    1. Clean springs maintained in good condition;
    2. A clean, comfortable, well-constructed mattress, standard in size for the bed; and
    3. A clean comfortable pillow of average bed size.
- A chair; a table; a lamp
- Lockable storage facilities, which cannot be removed at will, for personal articles and medications;
- Individual dresser and closet space for the storage of resident clothing; and
- A hinged entry door.
- Two sheets; pillowcase; at least one blanket; a bedspread; towels and washcloths; soap; and toilet tissue.

EXHIBIT I.A.2.

FURNISHINGS/APPLICANCES PROVIDED BY YOU

Limitations

Cooking appliances including but not limited to microwaves, hot plates, toasters, toaster ovens, are not permitted in the resident's rooms. Extension cords as well as/multi-plug adaptors are not permitted. All electrical items supplied by you must be inspected by the Operator prior to use in the room.

All furnishings must be in good repair. Items such as storage boxes may not be stored on the floor. Rooms must remain clutter free. The Operator reserves the right to limit furnishings that may pose a safety hazard.

Items Provided by You:

EXHIBIT I.B.1.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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/Clothing Repairs	As charged by vendor	Outside Vendor
Professional Hair Grooming	$ 18.00 /basic haircut	Operator
Scheduled Transportation	As charged by vendor	Outside Vendor
Medical Transportation	As charged by vendor	Outside Vendor
Room Key Replacement	$7.50/key	Operator
Long Distance Telephone Calls	As charged by vendor	Outside Vendor
In-Room Meal Tray Service	$ 3.00 /meal	Operator
Guest Meals	$ 10.00 /meal	Operator
Special Cultural Events	As charged by vendor	Outside Vendor
Other_____		

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EXHIBIT I.B.2.

COMMUNITY FEES

Upon execution of this Agreement, the resident will pay a one-time community fee in the amount of $_____ which is equal to one month's basic rate.

The community fee is not a security deposit. The community fee is non-refundable except for the following circumstances:

- This agreement is terminated by the Resident for medical reasons or death prior to the Resident taking possession of the room. The community fee will be refunded in full.
- If this agreement is terminated within the first 30 days of the Resident taking possession of the room either by the Resident for medical reasons or death; or by the Community in accordance with Section XIII of this agreement. The community fee will be refunded prorated based on the number of days the resident possessed the room during the 30-day period.

EXHIBIT I.C.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

People Care, Inc. – Licensed Home Care Services Agency

EXHIBIT II

DISCLOSURE STATEMENT

Arcadia Management, Inc. ("The Operator") as operator of The Arbors Assisted Living at Islandia East.("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 available at www.health.state.ny.us/publications/1505.pdf or if unable to print a copy, one will be provided to you.

2. The Operator is licensed by the New York State Department of Health to operate 1515 Veterans Memorial Highway, Islandia, New York, 11749 as an Assisted Living Residence as well as an Adult Home. The Operator is also certified to operate at this location a Special Needs 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 Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

a. Special Needs Assisted Living services for up to a maximum of 57 persons.

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

It is important to note that The Operator is currently approved to accommodate within The Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Special Needs Assisted Living Services, and one of those units is

available, You will be eligible to be admitted into the Special Needs Assisted Living unit (or program). 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.

[Add if applicable:] If you become eligible for and choose to receive services in the Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your (room, unit, apartment) within the Residence.

3. The owner of the real property upon which the Residence is located is Islandia NT-HCI, LLC a Delaware limited liability company. The mailing address of such real property owner is 399 Park Avenue, 18th Floor, New York, NY 10022. The following individual is authorized to accept personal service on behalf of such real property owner: Karen Solomon, President at 1515 Veterans Memorial Highway, Islandia, New York, 11749 .

4. The Operator of the Residence is Arcadia Management, Inc. The mailing address of the Operator is 1515 Veterans Memorial Highway, Hauppauge, NY 11788. Karen Solomon at the previous address is authorized to accept personal service on behalf of the Operator.

5. The Operator does not hold ownership in excess of 10% (whether legal or beneficial interest) in any entity that provides care, material, equipment or other services to the 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. Residents shall have the right to receive services from providers with whom the Operator does not have an arrangement.

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

9. Public funds are available to persons who meet certain income limitations for the payment of residential, supportive or home health services. However, Arcadia Management, Inc. does not accept public funds payments as payment in full. Therefore, if the Residence rate exceeds the amount of the public funds available to the resident, and the resident is unable to pay in full the balance of the Residence's rate, the Residence 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 complaints regarding the services provided by Arcadia Management, Inc. is 1-866-893-6772.

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. 631-427-3700 X273 is the Local LTCOP telephone number. The NYSLTCOP website is www.ltcombudsman.ny.gov.

EXHIBIT III.

BASIC RATE SCHEDULE

Semi-Private Accommodations	$ 6,300 /month per person
Private Accommodations	$ 7,200 /month
Security Deposit	$_____/month

Security Deposit is equivalent to one month's rent of selected accommodation

Fee Calculation – We calculate all fees on a monthly basis. We will charge the Basic Monthly Rate even on days when you are absent from the Community, such as when you are on vacation, in the hospital, or visiting family or friends.

a. Upon admission, Basic rate equals the First Month's Rate, Community Fee, and Security Deposit will be required. The Security Deposit will be placed in an account of Arcadia Management, Inc. and interest does not accrue. The Security Deposit is the equivalent to one month's rent.

b. The First Month's Rate is nonrefundable whether the Resident leaves the Community for any reason prior to the end of the first month.

c. The Resident will be charged for day of Admission until the day of Discharge, which is the day the resident leaves the community with no intent to return; provided all of the Resident's personal items have been removed from the premises. The resident will be billed a daily rate of $_____ for any personal property remaining at the community. This daily rate cannot exceed the monthly rate.

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d. Your belongings and personal property MUST be picked up upon discharge, and your discharge from the Community may only take place between the hours of 9 a.m. and 4 p.m. If your belongings and/or personal property are removed after 4 p.m., then the Operator will charge a "Storage fee" that would be equivalent to the prorated day of the monthly rent amount.

e. Should the resident be hospitalized, the care package fee is not assessed during the resident's hospitalization excluding day of hospitalization and day of return to the residence.

Refunds – Where the required notice by you, or us has been given and the advance payment of the Basic Monthly Rate is a credit on your account; you will receive, within three business days following the termination of this Residency Agreement, a pro-rated refund on a per diem basis for the unused portion of the Basic Monthly Rate beyond the Discharge Date minus any expenses incurred by and/or monies owed to us(late payments, late fees, etc), plus any property or things of value held in trust or in custody by us which came into possession after discharge or transfer; along with the Security Deposit of equivalent to the month's rent , barring any damages or monies owed. Residents have the right to contest that charges or money are owed.

EXHIBIT IV.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

EXHIBIT V.

PROPERTY/ITEMS HELD BY THE OPERATOR FOR YOU

EXHIBIT VI.

Community Rules – Assisted Living Residence

1. The resident is responsible for providing, to the best of his/her knowledge, accurate and complete information about present complaints, past illnesses and hospitalizations.

2. The resident is to report unexpected changes in his/her health status to the staff.

3. Residents are to be considerate of the rights of other residents and staff at the residence. Residents are to be considerate of others in the control of noise including television/radio volume.

4. Residents are to be respectful of the possessions of others and of the residence's property.

5. The resident as well as the resident's representative or legal representative is responsible for assuring that the resident's financial obligations to the residence are fulfilled as promptly as possible.

6. If the residence is storing the resident's medications, prior notification is requested when the resident goes out for the day so that the medication can be supplied for the leave.

7. When going out for the day or overnight, it is essential to let staff know the resident's estimated time of return.

8. Showers must be taken on a regular basis. In order to maintain a clean and healthy environment, residents must pay careful attention to their personal hygiene. They must be well groomed and neatly dressed in clean clothes every day. Appropriate dress includes shirts, pants/dresses/skirts, undergarments, socks and footwear. Residents must wear footwear when not in their bedrooms.

9. Except for periods of brief illnesses, all meals must be eaten in the dining room.

10. Residents are responsible for personal belongings. If something is missing, it should be reported to the staff immediately.

11. Visitors are always welcome. Visitors must sign the guest register upon entering and exiting the residence. The doors are locked between the hours of 9 p.m. and 9 a.m. If visiting during those times, the visitor is to ring the doorbell and a staff member will assist. Overnight guests are prohibited.

12. When leaving as well as returning to the residence, residents must sign the resident register at the reception desk.

13. If the resident is unhappy about something at the facility, he/she should speak with the Executive Director or Case Manager, put the complaint in writing to the Executive Director, bring it to the Resident Council or place it in the Suggestion Box located in the lobby.

14. As the Resident Council is the resident's forum to voice opinions, make suggestions or provide input regarding the residence, residents are encouraged to attend.

15. Activities are scheduled on a daily basis. Copies of the monthly calendar are posted as well as available at the reception area.

16. Food and beverages will be only served during scheduled meal or snack times. The resident pantry is available to residents for beverages and snacks at other times. Please dispose of empty containers properly.

17. Residents are not permitted in the kitchen. We request that residents remain seated at mealtimes to avoid accidents while being served.

18. There is no smoking permitted anywhere in the residence including resident rooms and common areas.

19. Residents may keep nonperishable food in their rooms provided the food is stored in airtight, covered containers.

20. Alcoholic beverages are not to be kept in the resident's rooms.

21. Residents are not permitted to house pets in the residence.

22. There is absolutely no tipping of the staff permitted.

23. Residents are treated with courtesy and respect by all staff members. Residents are asked to treat staff with the same consideration. If a resident feels he/she is being treated unfairly, he/she should speak with the Executive Director or Case Manager.

EXHIBIT VII.

RESIDENTS' RIGHTS AND RESPONSIBILITIES

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

- 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;

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

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

- EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, EXECUTIVE DIRECTOR 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;

- EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

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

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

- 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;

- 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;

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

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

- 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;

- 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;

- EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE HIS/HER SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH ACCIDENT OR INCIDENT;

- 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; AND

- 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

- EVERY RESIDENT OF ANY ASSISTED LIVING RESIDNECE 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.

EXHIBIT VIII.

RESIDENT GRIEVANCES/RECOMMENDATIONS

Arcadia Management, Inc. provides a means for all residents to present grievances as well as recommendations to the staff, the Executive Director or the Operator. Grievances/ recommendations may be made orally or in writing to the Executive Director or Case Manager as well as orally to any staff member. A suggestion box is also available in the lobby. Individual or group grievances/recommendations may be submitted to the Resident Council. The Executive Director will respond to all submitted grievances/ recommendations.

All grievances/recommendations not directly submitted to the Executive Director shall be promptly brought to his/her attention for review and resolution. The resident will be notified as to the action taken or status of the situation within 21 days of the Operator/Executive Director's receipt of the grievance/recommendation. Issues presented though the Resident Council as well as those submitted anonymously will be addressed by the Executive Director at the next meeting of the Resident Council.

January 2007
September 2013

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between _____ ARCADIA MANAGEMENT, INC. (the "Operator"), _____, (the "Resident" or "You"), _____ (the "Resident's Representative"), _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at The Arbors Assisted Living at Islandia East *(Name of Residence)* located at 1515 Veterans Memorial Highway, Islandia, New York, 11749 *(Address)*.

II. Request for and Acceptance of Admission

You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Special Needs Assisted Living Residence (the "Residence") and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as Exhibit S.N.# 1 and made a part of this Agreement is a written description of:

- Specialized services to be provided in the Special Needs Residence;
- Staffing levels

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- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs;
- Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

IV. Addendum Agreement Authorization.

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

Dated:_____ _____
(Signature of Resident)

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

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

Dated:_____ _____
(Signature of Operator or Operator's Representative)

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[illegible] REGIONAL OFFICE
INITIALS SZ DATE 3.8.19

ARCADIA MANAGEMENT, INC.
Exhibit S.N.# 1
SPECIAL NEEDS PROGRAM
Alzheimer's & Related Disorders

Philosophy

To preserve the resident's dignity, improve the quality of life and maximize the level of functioning in a stress-minimizing environment with enhanced safety features.

Specialized Services / Programs

- Provide an atmosphere of safety and security through environmental modifications and staff approaches.
- Promote self care to maintain dignity. Encourage the individual to do much for him/herself as possible while providing support to minimize frustration.
- Provide for spiritual needs through religious programming and discussion.
- Maximize cognitive skills in daily interactions as well as recreational programming.
- Provide a supportive environment to allow residents to vent frustration, anxiety and agitation.
- Deal with the paradoxes that affect residents with Alzheimer's and related disorders such as stimulation versus quiet time and solitude.
- Activity programs are an important part of the quality of life for each resident. After a full evaluation by the Resident Director, meaningful activity programs are developed that respond to the resident's needs, interest and backgrounds while taking into considering the resident's physical and cognitive abilities. A monthly activity calendar is prepared designed specifically for the Special Needs Assisted Living Residence. Programs provide a stimulating and structured environment.
- Physical activities to improve or maintain muscle tone and range of motion as well as reduce tension, anxiety and excessive energy, i.e. exercise, walking, movement to music, relaxation
- Activities that support cognitive function, i.e. word games, educational programs, current events, card games, reminiscing, trivia
- Activities that foster socialization, i.e. intergenerational programs, community groups, entertainment, parties, sing-a-longs, family functions
- Sensory to stimulate the senses, i.e. religious services, discussion groups, reminiscing, art classes
- Off-unit and out of residence activities, i.e. trips, tours, outdoor programs, walks
- **Social Contact**
  Visitors are encouraged and always welcome. There are no scheduled visiting hours. We encourage visitors including families and friends to participate with the resident in the various activities offered as well as attend social gatherings, parties, meetings, etc. Offered at the Residence.

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- **Optional Resident/Family Services**
  In addition to the support provided by Residence's staff, support groups and information regarding dementia are available through our relationship with the Long Island Alzheimer's Association. We also have arrangements for individual counseling, psychological services, emergency medical transportation, podiatry, vision, consulting medical and home care services through private providers. These services are subject to the resident/responsible party's approval and are no included in the Residence's fee.
- **Medication Management**
  Our medication management plan which complies with 18 NYCRR 487.7(f) is included in our part II application which was previously submitted in February 2005. The use of PRN medication at the SNALR will be limited to those cases where the physician has determined that after review with facility staff that there is no alternative. As the unity will be staffed with licensed and/or registered nurses during the day and evening shifts, residents will be assisted with PRN medications by a licensed medical professional. Should you require additional information, please let us know.
- **Record Keeping**
  Our system for record keeping compiles with 18 NYCRR 487.10 is included in our part II application which was previously submitted in February 2005. Should you require additional information, please let us know.

Staff Qualifications

- On staff we have a Program Director, Safe Care Leads, Case Manager, Recreation Director, Maintenance, Housekeeping, Porter, Receptionist, Recreation aides and Wellness staff –includes Care specialists and Medication Technicians.
- Staff working with individuals with Alzheimer's and related disorders receive education specific to caring for this population including the care of the cognitively impaired, managing behaviors and understanding Alzheimer's disease.

Staffing Levels

- When operating at full census capacity (57 residents) and at full staffing capacity there would be a staff to resident ratio of 5:1.

Environmental Modifications

- It is a secured environment with delayed egress to exit doors. All doors to hallways, stairwells, and to the outside patio area are secured by alarm.

- We provide areas for residents to be outdoors when weather permits to maintain ambulatory skills and mobility through exercise. Outdoor patio with outside garden area. This is surrounded by a secured and locked enclosed fencing.
- We provide 2 activity rooms, 3 dining rooms, a Wellness office and 3 floors of common areas and bedrooms.
- This environment has smoke detectors in hallways and in all bedrooms, activity areas and common areas.
- There are policies and procedures for emergency planning/evacuations along with ongoing fire drills regulated by NYSDOH.
- To enhance the safety of our residents, the exit doors of the Special Needs Assisted Living Residence (SNALR) are equipped with an alarm system that prevents egress unless the security code is entered into the alarm unit. Exit doors also have a 15-second delay system that allows staff to respond and redirect the resident to avoid the resident exiting the area. Should a fire emergency occur, this system deactivates allowing the doors to open immediately. The system is tested weekly, biweekly, monthly, and daily to assure functionality. Residents are accounted for throughout the day including at change of shift, meal times, at 11:59 p.m. when the resident census is completed and periodically throughout the night.
- **Disaster and Emergency Plan**
  Our disaster and emergency plan which includes evacuation of the existing dementia unit is included in our Part II application which was previously submitted in February 2005. Should you require additional information, please let us know.

Initiated 7/05