BIRCHWOOD SUITES

Assisted Living Residence

RESIDENCY AGREEMENT

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

OCT 13 2017

NYS Department of Health
Reviewer's Initials:

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EXHIBITS

RESIDENCY AGREEMENT

THIS AGREEMENT is made between Birchwood Suites Operator LLC *d/b/a* Birchwood Suites, 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 423 Clay Pitts Road, East Northport, NY 11731 as an Assisted Living Residence ("The Residence") known as Birchwood Suites and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence ("EALR") and a Special Needs Assisted Living Residence ("SNALR"). This certifications permit the Operator to provide Enhanced Assisted Living services for up to a maximum of 78 persons and Special Needs Assisted Living services for up to a maximum of 17 persons

You have submitted a written report from Your physician to Operator which report states that (a) Your physician has physically examined You within the last month; and (b) You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home. You have requested to become a Resident at The Residence and the Operator has accepted your request.

AGREEMENT

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**. Beginning on _____, 20___, You may occupy the room designated on Exhibit I.A.1, 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. This Agreement is not a lease. The Operator may change your room

assignment to protect your health, safety and comfort or the health, safety and comfort of other residents or in connection with routine or unscheduled maintenance.

2. **Common areas**. You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges.

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.

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 one snack per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: No Concentrated Sweets and No Added 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**.

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. Such supervision does not include one-on-one continuous supervision.

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, as required by Your Individualized Service Plan. Additional services including assistance with ambulation, transferring and certain skilled tasks are available to residents admitted to the EALR.

9. **Development of Individualized Service Plan**. Development of the Individualized Service Plan includes ongoing review and revision as necessary. This Individualized Service Plan will be reviewed and revised every six months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing needs.

C. **Supplemental Services**

Exhibit I.C., attached to and made a part of this Agreement, describes in detail any additional services or amenities available from the Operator directly or through arrangements with the Operator for a supplemental fee. Such Exhibit states who would provide such services or amenities, if other than the Operator. A charge for a Supplemental fee must be at Resident option and for services or supplies actually delivered.

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

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay, and the Operator agrees to accept, the payment set forth in Exhibit III.C. in full satisfaction of the Basic Services described in Section I of this Agreement. (*the "Basic Rate").*

B. Additional or Community Fees

An Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. Additional fees are listed in Exhibit III.B.

A Community fee is a one-time fee that the Operator may charge at the time of admission. 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 Community Fee as set forth in Exhibit III.B equal to one month of Your Basic Rate.

The Community Fee is non-refundable, except that the Community Fee will be refunded, if within 30 days from the date You signed this Agreement, You have not been admitted to the Facility.

C. Rate or Fee Schedule

Attached as Exhibit III.C and made a party of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees, or charges.

D. Billing and Payment Terms

You will be charged from the day of Your admission up through and including the day of Your transfer or discharge from the Residence (the "Discharge Date"). Your Discharge Date will be the day when all of Your belongings and personal property are removed from the Residence.

Invoices are mailed monthly to be received by the first (1st) of each month. All payments are due on the tenth (5th) of each month. Payments received after the fifth (5th) day of the month when due, plus any outstanding balance, will incur a late charge of one and one-half (3%) percent interest per month. You and Your Legal Representative have the right to dispute and contest any charges in accordance with

Section XVI below or in accordance with applicable law. Please inform the Business Office or Administrator if monthly billing statements are desired. All payments should be mailed to the facility at 423 Clay Pitts Road, East Northport, NY, or dropped off at the front desk.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. The Basic Rate and/or Additional or Supplemental Fees are subject to adjustment from time-to-time. The Operator may increase the Basic Rate and/or Additional or Supplemental Fees on an annual basis by providing You with written notice of the increase not less than forty-five (45) days prior to the effective date of the rate or fee increase. Otherwise, the Basic Rate and Additional or Supplemental Fees may be increased in any one of the ways set forth in paragraphs 2 through 4 below.

2. If You or Your Legal Representative agree in writing to a specific rate or fee increase through an amendment of this Agreement, the rate or fee increase will be effective as of the date of amendment of this Agreement.

3. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may increase the Basic Rate or any Additional or Supplementary Fee upon less than forty-five (45) days' written notice.

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

5. 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.

F. Reservation of Apartment

If You must be temporarily absent from the Operator, You may reserve Your apartment by continuing to pay Your Total Monthly Basic Rate (as shown on Exhibit III.C.) or You may choose to terminate this Agreement subject to Section XIII below. If You choose to reserve Your apartment, the then-current Basic Rate and terms of this Agreement will remain in effect until the Operator receives a written thirty (30) day termination notice from You or Your Legal Representative. Continuing to reserve Your apartment does not eliminate the grounds for termination set forth in Section XIII, and does not relieve you of providing thirty (30) days' notice to terminate the agreement, should you wish to do so.

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 and remove all of your belongings, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence.

The Operator must also return at the time of Your discharge, but in no case more than three (3) business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis 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 at any time You want to place any of Your property in the Operator's custody, and the Operator agrees to accept responsibility for such custody, then the Operator must list those items and attach that list to this agreement as Exhibit V.

VI. Property or items of value held in the Operator's custody for You.

If, upon admission or at 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.

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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 SNI funds_____
I do not receive either SSI or SNA funds_____

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

X. Admission and Retention Criteria for an Assisted Living Residence

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

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

E. If you are being admitted to a duly certified Special Needs Assisted Living Residence, the additional terms of the "Special Needs Assisted Living Residence Addendum" will apply.

F. 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.

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

(a) Are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or
(b) chronically require the physical assistance of another person in order to walk; or
(c) chronically require the physical assistance of another person to climb or descend stairs; or
(d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
(e) have chronic unmanaged urinary or bowel incontinence; or
(f) require one or more of the skilled services outlined in Section IV of the EALR addendum.

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

XI. Rules of the Residence

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

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

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

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.

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

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

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

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

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

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.

2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.

3. Make the appropriate monthly payments as agreed to in this Agreement.

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

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

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.

2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.

3. Make the appropriate monthly payments as agreed to in this Agreement.

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

D. The Operator shall be responsible for the following:

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

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 thirty (30) days' notice from You or 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 this agreement;

3. Upon thirty (30) days' written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of 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;

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 thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health.

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

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

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

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

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 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 other serious physical injury to himself/herself 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

B. 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 notice must be given by any of the methods provided by law for personal service upon a natural person.

C. If the basis for the transfer permitted under parts 1 and 3 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, and you agree to meet the responsibilities stated therein.

XVI. Complaint Resolution and Resident Council

A. You, Your immediate family members and Your legal representative have the right to present complaints and recommendations for changes and improvements to the operation the Residence. 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 party pf this Agreement. In addition, the Operator will post a copy of these procedures in a readily visible common area of the Residence.

B. Residents 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 any such residents' organization and to provide a written report to the residents' organization that addresses its concern.

C. The New York State Long Term Care Ombudsman Program 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 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 of 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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Personal Guarantee of Payment (Optional)

_____ personally guarantees payment of charges for your Basic Rate.

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

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

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(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)

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EXHIBIT I.A.1

IDENTIFICATION OF APARTMENT/ROOM

As of the date of Your admission, Your room will be _____,

☐ a private room with private bath, or

☐ a semi-private room with private bath, or

☐ a semi-private room with a shared bath.

In the event that a room change is necessary, the Operator will reassign You to a like room, if available, for the same Rent. The Operator or the Operator's designee will assist You in moving your items.

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

When not supplied by You, the Operator will provide You with the following minimum household equipment:

- ☐ Single bed, including spring and mattress
- ☐ Pillow
- ☐ Chair
- ☐ Nightstand/table
- ☐ Lamp
- ☐ Individual dresser
- ☐ Lockable storage area
- ☐ Closet space for storage of Resident's clothing
- ☐ Hinged-entry door
- ☐ Curtains, shades, or blinds
- ☐ Two sheets, pillowcase, and at least one blanket and a bedspread
- ☐ Towels and washcloths, soap, and toilet tissue
- ☐ Other:_____

EXHIBIT I.A.4

FURNISHINGS/APPLIANCES PROVIDED BY YOU

The list below includes all furnishings and appliance that will be furnished by You:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Residents are NOT ALLOWED to bring the items below:

- Cooking appliances
- Coffee makers
- Ice Chests
- Refrigerators
- Irons
- Blow dryers
- Extension cords
- Multi-plug adapters
- Portable heaters
- More than one of each of the following: Radio, TV, VCR/DVD, or other A/V equipment.
- Rugs, without the consent of management.
- Wall hangings and wall fixtures, without the consent of management.

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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 additional charges indicated.

Item:	Additional Charge:	Provided By:
Dry Cleaning	Set by Vendor	Outside Vendor
Professional Hair Grooming	Set by Vendor	Outside Vendor
Professional Toiletry Articles	Set by Vendor	Outside Vendor
Commissary Goods	Set by Vendor	Outside Vendor
Medical Transportation	Vendor rate except when payment is available through Medicare, Medicaid, or other third party coverage	Outside Vendor
Cultural/Activities Transportation	Some activities included; others set by Vendor	Operator/ Outside Vendor
Long Distance Telephone Services*	Set by Vendor	Outside Vendor
Local Telephone Service*	Set by Vendor	Outside Vendor
Cable TV	Included in basic rate	Included in basic rate
Air Conditioning (if available)	No Charge	Operator

*** Local calls and long distance calls may be made free of charge from the designated phone areas in the hallway lounge and living room area.**

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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.

EXHIBIT II

DISCLOSURE STATEMENT

Birchwood Suites Operator LLC("The Operator") as operator of Birchwood Suites ("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 has been provided together with this Exhibit.

2. The Operator is licensed by the New York State Department of Health to operate at 423 Clay Pitts Road, East Northport NY an Assisted Living Residence as well as an Adult Home.

   The Operator is also certified to operate at this location an Enhanced Assisted Living Residence for up to 78 residents and a Special Needs Assisted Living Residence for up to 17 residents.

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

3. The owner of the real property upon which the Residence is located is Birchwood Partners LLC. The mailing address of such real property owner is 423 Clay Pitts Road, East Northport, NY 11731.

   The following individual is authorized to accept personal service on behalf of such real property owner: Brian Rosenman, 423 Clay Pitts Road, East Northport, NY 11731.

4. The Operator of the Residence is Birchwood Suites Operator LLC. The mailing address of the Operator is 423 Clay Pitts Road, East Northport, NY 11731.

   The following individual is authorized to accept personal service on behalf of such real property owner: Brian Rosenman, 423 Clay Pitts Road, East Northport, NY 11731.

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.

   Brian Rosenman, Member, Birchwood Partners LLC, Real Property Owner

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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.

_____

_____

_____

7. All Residents have the right to receive services from any provider authorized by law to provide such services, regardless of whether the Operator of this Residence has an arrangement with the provider, so long as these services are delivered in compliance with all applicable laws and regulations and can be coordinated with the Resident's other services.

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

9. Public Funds may be used for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services. However, the facility does not accept the amount covered by public funds as payment in full of its rate.

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 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. 631-470-6755 is the Local LTCOP telephone number. The NYSLTCOP web site is http://www.ltcombudsman.ny.gov.

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EXHIBIT III.B

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

1) Supplemental Services:

These services are available through the Residence at the rates listed below.

Service	Rate
Storage fee for items left beyond one week after discharge	Based on the monthly rate charged for the room and length of storage

2) Community Fee:

This is a one-time fee per person equal to one month of Your Basic Rate that must be paid on or before the date of Your admission.

The Community Fee is non-refundable, except that the Community Fee will be refunded, if within 30 days from the date You signed this Agreement, You have not been admitted to the Facility.

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EXHIBIT III.C

RATE OR FEE SCHEDULE

The monthly rates set forth below include all services as outlined in this Agreement.

☐ Private Room: Monthly Rate: starting at $5,500 per month.

☐ Semi-Private Room: Monthly Rate: starting at $3,850 per month.

☐ EALR Private Room: Monthly Rate: starting at $8,000 per month.

☐ EALR Semi-Private Room: Monthly Rate: starting at $5,000 per month.

☐ SNALR Private Room: Monthly Rate: starting at $6,500 per month.

☐ SNALR Semi-Private Room: Monthly Rate: starting at $5,500 per month.

Your Total Monthly Basic Rate: $_____

**Due by the fifth (5th) of each month*

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EXHIBIT V

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

EXHIBIT VI

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

A New York State Department of Health Form, Adult Care Facility Inventory of Resident Property (DSS-3027), is attached for listing all of the Resident's property held by the Operator.

EXHIBIT XI

RULES OF THE RESIDENCE

1. There is NO SMOKING anywhere in the building. Smoking is allowed ONLY in the designated areas outside of the building.
2. Residents are not allowed in the Dining Room during non-meal times.
3. Residents are not allowed in the Kitchen at any time.
4. Residents are not allowed in the Laundry room at any time.
5. No dishes or utensils are to be removed from the Dining Room under any circumstances.
6. Residents are responsible for the property entrusted to them and will be held responsible for damage, theft or destruction caused to property and will be charged accordingly, as determined by a court of law.
7. No bottle or empty cans are allowed in room.
8. No food is allowed in rooms unless kept in an airtight or sealed container.
9. No undue or excessive clutter in the rooms is allowed. Resident understands that all possessions must ONLY be kept in the dresser and locked wardrobes provided. No residents may store their items on the top of their closets.
10. No pets or plants are allowed.
11. No knives, tools or any other object that can be used as a weapon are allowed.
12. No cooking appliances, coffee makers, refrigerators, irons, extensions cords, ice chests, blow dryers, portable heaters or multi-plug adapters are allowed.
13. Radios, TV, VCR, DVD, or other audio-video equipment of similar nature are allowed at one per resident.
14. No glass items are allowed in Dining Room, Recreation Room, Lobby, Resident Rooms or yard areas.
15. No Alcohol or Drugs are allowed in the building.
16. All visitors must register at the front desk when they enter or leave the building.
17. No cars are allowed.
18. No rugs, rearranging or furniture or bringing in personal furniture without the advance consent of management.
19. No bringing in personal linens without the advance consent of management. Resident understands that management has the right to maintain the cleanliness of such items.
20. No hanging any items on the walls without advance consent of management. This includes wires, pictures and any wall fixtures.
21. Clothes are not permitted to be washed by residents in bathrooms, bedrooms, or any other areas within the facility. Clothes are not permitted to be hung on the A/C unit.
22. Residents may not carry an uncovered cup around the building except in the recreation room. All cups must have lids.
23. Residents are not allowed to store any Medications in their room without written approval from the resident's doctor. This includes all over-the-counter medications such as aspirin, vitamins, and antacids.
24. Due to the nature of this facility and the need to respect privacy and confidentially of all residents residing here, photography and audio or video recording are not permitted.
25. Upon discharge, Resident or Resident's representative is responsible to pick up all items left at the Residence within one week of discharge. If items are not picked up, the

Residence will charge a fee for storage of the items. The storage fee is based on the daily, monthly rate charged for the room.

26. Resident agrees to abide by all laws and regulations from any City, State or Federal Agency, present or future.
27. Resident agrees that compliance with all Birchwood Suites rules is a condition of admission and continued residency.

ANYONE WHO ENCOUNTERS ANY PROBLEMS WITH ABOVE DUE TO UNUSUAL CIRCUMSTANCES, PLEASE CHECK WITH MANAGEMENT.

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EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID, A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS. IF THE RESIDENT HAS BEEN FOUND TO LACK

CAPACITY TO EXERCISE THESE RIGHTS, AS FOUND BY A COURT OF COMPETENT JURISDICTION TO EXERCISE THESE RIGHTS, THE RIGHTS SHALL BE EXERCISED BY AN INDIVIDUAL, GUARDIAN, OR ENTITY LEGALLY AUTHORIZED TO REPRESENT THE RESIDENT.

EXHIBIT XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

I. POLICY:

A. It is the policy of Birchwood Suites that residents are encouraged to state complaints and/or grievances if they believe their rights have been violated, and to pursue a resolution to their concerns in a structured format that provides fair and equitable results through due process.

II. PROCEDURES:

A. All residents will be fully informed of the grievance procedures during their orientation to the facility. In addition, they will receive a copy of their rights that will provide an overview of this process for later reference. In addition, the Grievance Policy is conspicuously posted within the facility.

B. Day-to-day issues affecting the residents shall be resolved informally between the resident and the primary staff member responsible for his/her service coordination. If the problem or complaint is not resolved to the satisfaction of the resident, the Administrator will adhere to the guidelines contained in this policy and assist the resident in accessing the procedures necessary to resolve the concern.

C. Residents have the right to due process with regard to grievances, and the organization will afford every reasonable opportunity for informal and/or formal resolution of the grievance.

D. Persons who may bring grievances include, but are not limited to:

1) Residents.
2) The guardian of the Resident.
3) The attorney, designated representative, or a representative of a rights protection or advocacy agency of the Resident.

E. A grievant shall in no way be subject to disciplinary action or reprisal, including reprisal in the form of denial or termination of services, loss of privileges, or loss of services as a result of filing a grievance.

F. Notices summarizing a person's right to due process in regard to grievances, including the process by which grievances may be filed and copies of forms to be used for such purpose, shall be available within the facility and program area.

G. Each Resident will be informed of his/her right to grieve and the right to be assisted throughout the grievance process by a representative of his/her choice, in a manner designed to be understandable to the Resident.

H. During a formal grievance procedure, the Resident will have the right to the following:

1) Assistance by a representative of his/her choice.
2) Review of any information obtained in processing the grievance, except that which would violate the confidentiality of another Resident.
3) Presentation of evidence of witnesses pertinent to the grievance.

4) Receipt of complete findings and recommendations, except those that would violate the confidentiality of another Resident.

I. In all grievances the burden of proof shall be on Birchwood Suites to show compliance or remedial action to comply with the policies and procedures established to ensure the rights of Residents.

J. All findings of a formal grievance procedure shall include:

1) A finding of fact.

2) A determination regarding the adherence of the organization, program, or employee, or the failure to adhere, to specific policies or procedures designed to ensure the rights of Residents.

3) Any specific remedial steps necessary to ensure compliance with organizational policies and procedures.

K. **The steps of a formal grievance are as follows:**

1) Formal grievances shall be filed first with the supervisor/director of the service unit or program in which the grievance arises or Resident may file the written grievance in the suggestion box located at the front desk/reception area. In addition grievances can be reported to the Resident Council who will relay such comments and concerns directly to the facility administrator.

2) The supervisor/director is responsible for ensuring that a copy of the grievance is forwarded to the Administrator.

3) The supervisor/director of the service unit or program will meet with the grievant, and/or representatives, immediately following the filing to brainstorm resolution of any related issues that may get in the way of full participation in services. Actions may include, but not be limited to, a change in direct care providers or an adjustment in programming schedules and/or program environments.

4) Birchwood Suites will issue a formal written response to the grievant, and/or the designated representatives, within five working days, excluding weekends or holidays, of the complaint.

5) Anonymous suggestions and grievances are also welcome and encouraged. Birchwood Suites will respond to all anonymous grievances within five days of receipt. They will be treated the same as all non-anonymous grievances. Informing the grievant personally will be impossible as there will be no knowledge of the source of such grievance as it is anonymous. However, administration will retain all documentation, investigations and resolutions of such grievance in the event the anonymous respondent wishes to come forward and receive a response directly from the Administration in the future. In addition, as long as the anonymous nature of the complaint will not be compromised, administration will report such grievance and resolve within the five day time period to the Resident Council.

L. The steps to appeal a written response to a grievance:

1) If the grievant is unsatisfied with the findings of the written response to a grievance, he or she may appeal the decision to the Administrator within five days, excluding weekends or holidays.

2) The Administrator will issue a formal written response to the grievant, and/or the designated representatives, within five working days, excluding weekends or holidays, of the complaint.

3) If the grievant is unsatisfied with the findings of the written response, he/she will be referred to a third party outside of the organization. Third parties may include organizations such as ombudsmen, or other appropriate organizations that may serve as an advocate for the Resident.

M. All staff members of Birchwood Suites will be trained in the implementation of this policy and procedures during orientation, and will receive ongoing training of the procedures to ensure the process is applied in a comprehensive manner if a grievance is filed.

N. Grievances regarding the actions of specific staff members will be handled in accordance with personnel rules and contract provisions. No disciplinary action may be taken, nor facts found with regard to any alleged employee misconduct, except in accordance with applicable personnel rules and contract provisions.

O. Grievance Log will be maintained by Administration detailing the nature of the complaint, relevant information obtained in the investigation, and the outcome of the process. All information contained will maintain the confidentiality of the participants in the process. This record will be reviewed annually by Administration to determine if there are trends in the complaints, and to identify areas to initiate performance improvement activities.

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Birchwood Suites Operator LLC *d/b/a* Birchwood Suites (the "Operator"), _____, (the "Resident or You"), _____, (the "Resident's Representative"), and _____, (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. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Birchwood Suites 423 Clay Pitts Road, East Northport, NY 11731.

II. Physician Report

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

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

b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

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You have requested to become a Resident at this Enhanced Assisted Living Residence (the "Residence") and the Operator has accepted Your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

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

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

V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Residence: If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

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

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home, or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

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

b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND

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

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

VII. Addendum Agreement Authorization

We, the undersigned, have read this 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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EALR #1

Services Provided to EALR Residents

- Birchwood Suites's Enhanced Assisted Living Residence is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
    - Are chronically chairfast, require the assistance of another person to transfer, walk, and/or climb stairs; and/or
    - Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personal; and/or
    - Desire the operator to provide (directly or through contract with a licensed home care services agency) one or more of the following services:
        - Dressing changes and wound care
        - Assistance with Eating
        - Taking vital signs
        - Routine skin care, applying creams and lotions
        - Skin Integrity
        - CPAP/BiPAP
        - Urine and stool collection
        - Urinary catheter insertion, removal, cleaning the insertion site, emptying the drainage bag
        - Blood glucose testing
        - Assistance with oxygen enrichment equipment
        - Assistance with nebulizers
        - Medication administration, including:
            - Eye drops/ointments
            - Ear drops
            - Injectable medications - intramuscular
        - Suppositories/enema
        - Assistance in securing outside licensed vendors

Staffing Levels

Our EALR is staffed appropriately to meet the needs of its residents with a ratio of one (1) staff person for every ten (10) residents. Staffing levels will be appropriate for the level of care needed to perform and carry out the tasks that the resident requires. An RN is on call and available for consultations 24 hours a day, 7 days a week. As necessary, the EALR will provide additional nursing coverage to meet a resident's documented medical needs or medical evaluation. A Case Manager is also on site and available to provide case management services up to a minimum of 20 hours a week and a maximum of 40 hours per week based on the resident census.

Staff Education and Credentials

EALR staff members are trained in specialized medication management, resident safety, evacuation procedures and resident rights to meet resident needs. Home health aides have been

trained in home health services or have taken an equivalent examination that is approved by the New York State Department of Health (DOH). Aides must produce written evidence of this training. Furthermore, Aides receive twelve hours of in-service education each year. Resident aides have received 40 hours of initial training per DOH requirements, and also receive 12 hours of yearly in-service education. Furthermore, all RNs, LPNs, and Case Managers are properly credentialed.

Environmental Modifications

This EALR has made environmental modifications to protect the health, safety and welfare of our residents. In addition to meeting current requirements for an adult home, the facility has installed throughout the building, including all bedrooms an NFPA 13 automatic sprinkler system and a supervised smoke-detection system. This fire protection system is connected directly to the local fire department and a 24-hour attended central station. The facility has also includes a smoke barrier that divides each floor into two smoke compartments. There is an emergency call system in each bedroom that is easily reached form each resident's bedside as well as in all bathing and toileting areas that resident's use. Bedrooms themselves are all single or double occupancy rooms. All corridors and stairways that residents use feature handrails on both sides. Corridors themselves are at least 60 inches wide, and doorways are at least 36 inches wide to accommodate wheelchairs.

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between

Birchwood Suites Operator LLC *d/b/a* Birchwood Suites (the "Operator"),

_____, (the "Resident or You"),

_____, (the "Resident's Representative"), and

_____, (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 Certificates

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Birchwood Suites located at 423 Clay Pitts Road, East Northport, NY 11731.

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

- Specialized services to be provided in the Special Needs Residence include accommodations in a secured unit to prevent elopement, private dining room, a

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program of activities geared toward residents with memory impairment and additional staff with specialized training in serving residents with dementia or Alzheimer's disease.

- At full capacity, during the day and evening shifts there are at least 2-3 resident aides assigned to the SNALR, plus an LPN or RN. During the night shift there are at least 2 resident aides assigned to the SNALR and an LPN or RN is available on call for consultation. Additionally, other facility staff not specifically assigned to the SNALR are available to assist residents.
- Staff assigned to serve SNALR residents receive specialized training that includes topics that are specifically applicable to serving residents with dementia or Alzheimer's disease. Staff receives training in how to effectively communicate with residents and general knowledge about Alzheimer's and related disease.
- The Special Needs Assisted Living Residence is a secured unit that is equipped with delayed egress doors to prevent elopement. Throughout the secured unit, window openings are limited to prevent accidents and elopement. The SNALR is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety. These life safety features are also present in the rest of the building. Secured outdoor recreational areas are also available to allow for SNALR residents to safely enjoy the outdoors. The SNALR has its own dining area to allow for staff to accommodate resident's needs and variations in dining schedules.

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)

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Reviewer's initials:

Dated:_____ _____

(Signature of Resident's Legal Representative)

Dated:_____ _____

(Signature of Operator or Operator's Representative)

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Reviewer's Initials: _____