Residency Agreement

For

Sunrise of Huntington

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

SUNRISE OF HUNTINGTON
RESIDENCY AGREEMENT
TABLE OF CONTENTS

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

TABLE OF EXHIBITS

ADDENDA

RESIDENCY AGREEMENT

A. This Agreement is made between: (i) Sunrise Senior Living Management, Inc. as manager for GWC – West Hills, Inc. (the "Operator"), and ii) _____ (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 at 300 West Hills Road, Huntington Station, NY 11746, (631) 760-2044, an Assisted Living Residence (the "Residence") known as Sunrise of Huntington, and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence.

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

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

AGREEMENT

I. Housing Accommodations and Services

Beginning on _____ (the "Occupancy Date"), 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 Suite. You may occupy and use the [private/semi-private] Suite identified on Exhibit I.A.1 subject to the terms of this Agreement. Your Suite includes manually controlled heat and air conditioning through thermostats in each Suite; water and sewer services; electricity; and pre-wiring for access to cable television service.

2. Common Areas. You will be provided with the opportunity to use the general purpose rooms at the Residence such as hallways, walkways, meeting rooms, activity rooms, dining rooms, and open common spaces located within and under the control of the Operator.

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 Suite.

4. Furnishings/Appliances Provided by you. Attached as Exhibit I.A.4 and made a part of this Agreement is all Inventory of furnishings, appliances and other items supplied by you in your Suite. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.).

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

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 (3) nutritionally well balanced meals per day, served in the dining room, as well as numerous snacks available throughout the day are included in your Basic Rate. The following modified diets will be available to you if ordered by your physician and included in your Individualized Service Plan: no added salt, CCHO (consistent carbohydrate), , mechanical soft and pureed menus.

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.** The Operator will provide daily light housekeeping services of the Suite, consisting of making the bed and removal of the trash, and weekly light housekeeping services of the Suite, consisting of vacuuming, dusting cleared surfaces, and cleaning bathroom and kitchenette areas.

4. **Laundry and Linen Services.** The Operator will provide weekly personal laundry service (except dry cleaning) and linen service, including towels and washcloths, pillow, pillowcase, blanket, bed sheets, and bedspread; all clean and in good condition.

5. **Supervision on a twenty-four (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 twenty-four (24) hours a day, seven (7) days a week basis) as well as the other components of supervision as specified in law.

6. **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.

7. **Personal Care**. Up to three and three-quarters (3.75) hours per week of personal care services including wellness checks such as weight and blood pressure monitoring, basic assistance with personal care including one (1) bath per week and assistance with self-administration of medication. (Please see Exhibit III.C for a description of levels of medication administration.)

8. **Development of Individualized Service Plan.** An Individualized Service Plan will be developed based on a Physician's Report, a Psychiatric Examination (if applicable) and an assessment of your specific needs (mobility, transfers, grooming, dressing, assistance to the bathroom, dining, bathing frequency, skin care, oral hygiene, continence, cognitive behavior and medication needs), performed by the Operator, including ongoing review and revisions as necessary and as required by regulation. The Individualized Service Plan will be reviewed and revised every six (6) months and whenever ordered by your physician or as frequently as necessary to reflect your changing care needs.

C. 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. Such Exhibit will be updated as frequently as necessary.

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

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

The Resident, Resident's Representative and Resident's Legal Representative agree that payment will be made to the Operator, and the Operator agrees to accept payment, of the Total Daily Fee shown in Exhibit III.A, which is made a part of this Agreement.

A. Fee Schedule.

Attached as Exhibit III.B is the Fee Schedule, listing the rates for tiered fees, medication administration and incontinence administration.

B. Basic Services Fee.

The fee for Basic Services is included in the Suite Rate..

C. Tiered Fees.

Tiered Fees are those in which the fee charged depends upon the level of services provided. The Operator will determine if you require an additional "tier" of assisted living services (in addition to the Basic Services), based on your assessment and after a new Individualized Service Plan has been developed in consultation with your physician and has been signed by you.

Exhibit III.C describes how the resident is placed in a care tier, as well as tiers associated with medication administration and incontinence administration.

D. Supplemental, Additional and Community Fees.

A Supplemental Fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental Fee is at Resident's option.

In some cases, the law permits the Operator to charge a fee without the express written approval of the Resident. This is referred to as an Additional Fee (See Exhibit III.D).

A Community Fee is a one-time fee that the Operator charges at the time of admission, which covers the cost of services and amenities within the community utilized by all residents by maintaining the common areas, including dining rooms, activity rooms and other common areas. The Community Fee is non-refundable. For a listing of Supplemental, Additional and Community Fees, see Exhibit III.D.

E. Billing and Payment Terms.

1. Prior to or on the Occupancy Date, the Resident shall pay the Operator an amount equal to the Total Daily Fee set forth in Exhibit III.A, multiplied by the number of days in that month. This payment shall be applied to your first month's fee for the Residence. If the Occupancy Date is on a day other than the first day of the month, the advance payment shall be prorated accordingly and the residual amount will be credited to the following month's payment. Thereafter, the Operator will provide to you a monthly statement itemizing fees and charges and payments received, and showing the balance due. The monthly statement will aggregate daily fees into a monthly amount, which shall be due in advance, on the first calendar day of each month.

2. If your account is not paid in full by the first of the month, a late payment charge will be assessed on the outstanding balance of one and one-quarter percent (1 ¼ %) per month until paid. This periodic rate is equivalent to an annual percentage rate of fifteen percent (15%). You will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the Operator in collecting amounts past due under this Agreement. You shall have the right to contest that there has been late payment or that such sums are actually due under this

Agreement, and 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.

F. Adjustments to Basic Rate or Additional or Supplemental Fees.

1. You have the right to written notice of any proposed increase of rates and fees set forth in the Fee Schedule not less than forty-five (45) days prior to the effective date of the fee increase, subject to the exceptions stated in paragraphs 3 and 4 below.

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

3. If you require additional services or supplies as requested by yourself, your legal representative or as prescribed in written order from your primary physician, the Operator may change the fee with less than thirty (30) days written notice through an amendment to the Residency Agreement.

4. 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.

G. Bed Reservation.

The Operator agrees to reserve a residential space as specified in Section I.A.1. above in the event of your absence. The charge for this reservation is the Suite Rate set forth in the Fee Schedule at Exhibit III.B (the length of the bed reservation depends on your length of absence but the total of the daily rate for a one (1) month period may not exceed the monthly rate that you are paying as of the date of your absence). A provision to reserve your Suite does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to

terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of your discharge, but in no case more than three (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 is in the possession of the Operator after your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which you have made. If you die, the Operator must turn over your property to the legally authorized representative of your estate. If you die without a will and the whereabouts of your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of your estate.

V. Transfer of Funds or Property to Operator

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

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

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the

Operator must enumerate the items so placed and attach to this Agreement a listing of such items. Such listing is attached as Exhibit VI of this Agreement.

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any resident if the Operator is not able to meet the care needs of a 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 twenty-four (24) hour skilled nursing care. The Operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.

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

3. The Operator has conducted such evaluation of yourself and has determined that you are appropriate for admission to this Residence, and that the Operator is able to meet your care.

needs within the scope of services authorized under the law and within the scope of services determined necessary for you under your Individualized Service Plan.

4. If you are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of Addendum 1, "Enhanced Assisted Living Residence Addendum." will apply.

5. If you are being admitted to a Special Needs Assisted Living Residence, the additional terms of Addendum 2, "Special Needs Assisted Living Residence Addendum," will apply.

6. All units in the Residence are certified for Enhanced Assisted Living. If you need to transition from Basic Assisted Living to Enhanced Assisted Living care you will not need to move to another assisted living residence or another unit in the Residence.

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

(a) chronically require the physical assistance of another person in order to walk; or (b) chronically require the physical assistance of another person to climb or descend stairs; or (c) be dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.

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

X. Rules of the Residence

Attached as Exhibit X 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 Rules of the Residence.

XI. 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 all fees including any Additional and 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 regulations of the New York State Department of Health.

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

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

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

1. Participating in the Resident's care planning as specified by the Resident.

2. Acting as a contact for the Operator.

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

1. Performing the Resident's financial obligations, if so authorized.

2. Making care decision on behalf of the Resident, if so authorized.

XII. Termination and Discharge

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

1. By mutual Agreement between you and the Operator;

2. Upon thirty (30) days' notice from you or your Representative to the Operator of your intention to terminate the Agreement and leave the facility;

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, upon your objection, the Operator initiates a court proceeding and the court rules in favor of the Operator. The grounds upon which involuntary termination may occur are:

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

ii. Your behavior poses imminent risk of death or imminent risk of serious physical harm to you or anyone else.

iii. 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 (30) day period of notice of termination assists you in obtaining such public benefits or other available supplemental public benefits. You agree that you will cooperate with such efforts by the Operator to obtain such benefits.

iv. 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.

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

vi. 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 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.

XIII. Transfer

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

1. When you develop a communicable disease, medical or mental condition, or sustains and 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; or

3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the residents' continued safety and care.

If you are transferred, in order to terminate your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XII of this Agreement, except that the written notice of termination must be hand delivered to you at the location to which you have been transferred. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person. If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, you are deemed

appropriate for placement in this Residence and if the Residency Agreement is still in effect, you must be readmitted.

XIV. Resident Rights and Responsibilities

Attached as Exhibit XIV 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.

XV. 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 XV and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the residents of the Residence may organize and maintain councils or such other self-governing body as the residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the residents' Organization and to provide a written report to the residents' organization that addresses the same. Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve your complaints in order to assist in the protection and exercise of your rights.

XVI. 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 Agreement and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such Agreement 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.

5. Ownership Rights. You have no ownership or leasehold interest or proprietary right to the Suite, nor to the personal property, land, buildings, improvements or other Residence facilities provided under this Agreement.

6. Guests. The Resident may have guests stay overnight in the Suite, in accordance with the Rules of the Residence. Guests shall at all times abide by the Residence's policies, including the Rules of the Residence, the Operator reserves the right to bar any guest from the Residence if the guest is determined by the Operator to be a threat to the Resident or other residents, interferes with residents' care, and/or is abusive to staff. The Operator shall seek a court order to collect from the Resident the costs for repairing any damage caused by the Resident or the Resident's guests.

7. Pets. If you wish to have a pet at the Residence the attached Addendum 3, "Pet Addendum," will apply.

8. **Motorized Vehicle.** If you wish to have a personal assistive motorized vehicle the attached Addendum 4, "Motorized Vehicle Addendum," will apply.

9. **Weapons.** No weapons, including, but not limited to guns and knives, are to be brought into the Residence at any time for the safety and well-being of all residents and staff. This policy applies to resident guests as well.

10. **Arrangement for Guardianship or Conservatorship.** If it appears that the Resident may not be able to care properly for himself/herself or his/her property, and if the Resident has made no other designation of a person or legal entity to serve as guardian or conservator then the Operator may apply to a court of law to appoint a legal guardian or conservator. Alternatively, if other persons seek appointment as your legal guardian or conservator, the Operator may be required to participate in such proceedings. You agree to pay all attorney's fees and costs incurred by the Operator in connection with such action(s).

11. **Accuracy of Application Documents.** As part of the Resident's application to the Residence, the Resident has filed with the Operator an application form. The Resident warrants that all information contained in these documents and any other document supplied to the Operator as part of the application process is true and correct, and the Resident understands that the Operator has relied on this information in accepting the Resident for residency at the Residence. Any misrepresentation or omission made by the Resident or on the Resident's behalf, whether written or verbal, may be grounds for the Operator to reconsider its decision to approve the Resident's application for residency.

12. **Advance Directives.** It is the policy of the Operator to ask all prospective residents if they have executed any "advance directives." Advance directives can include a health care power of attorney, a living will, or other documents which describe the amount, level or type of health care the Resident would want to receive at a time when the Resident can no longer communicate those decisions to a doctor or other health professional. It also includes documents in which the

Resident names another person who has the legal authority to make health care decisions for the Resident. If the Resident has executed any such documents, or if the Resident executes any such documents while living at the Residence, it is the Resident's responsibility to advise the Residence's staff of these documents, and to provide copies to the Operator. If the Resident has such documents, and has provided copies of them to the Operator, the Operator will provide copies of the documents to other health care professionals who may be called to assist the Resident with his/her health care needs. If the Resident executes such documents, and later changes or revokes them, it is the Resident's responsibility to inform the Operator, so that the Operator can assist the Resident in communicating the Resident's health care choices to other professionals.

13. Review of Documents and Policies. The Resident and the Resident's Representative named in this Agreement acknowledge(s) that they have received copies of, and have reviewed, this Agreement between the Operator and the Resident and all Exhibits. The Resident and the Resident's Representative further acknowledge(s) that the Operator has explained to him/her the Operator's policies and procedures for implementing Residents' rights and responsibilities, including the grievance procedure (attached as Exhibits XIV and XV) and the Resident has been offered the opportunity to execute advance directives.

14. Personal Injury and Property Damage Waiver and Release of Liability. The Resident agrees to hold harmless and indemnify the Residence for any and all liability for injuries and damages to third parties as a result of the Resident's actions or omissions and for which the Resident is found to be legally liable in a court of competent jurisdiction, including attorney's fees. Notwithstanding this provision, however, the Resident retains any and all rights available in law of equity to contest the imposition of any such costs and fees, and to assert any claims the Resident may have against the Operator or any other person or entity for damages, losses, liabilities,

obligations, property damage or other expenses of any type (including attorney's fees and court costs) resulting from, arising out of, or related to the acts or omissions of the Operator or its employee, agents or contractors.

XVII. 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)

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

(Optional) **Personal Guarantee of Payment**

_____ personally guarantees payment of charges for your Basic Rate.

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

_____

_____

_____

_____
(Date)

_____
Guarantor's Signature

_____
Guarantor's Name (Print)

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

(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)

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

EXHIBIT I.A.1

IDENTIFICATION OF SUITE

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

If you choose not to furnish your Suite with your own furniture, the Operator shall furnish the Suite as shown below, for the following items:

Inventory of Furniture/Appliances:

Standard single bed equipped with mattress and pillow

Chair

Table

Lamp(s)

Lockable storage facilities, which cannot be removed at will, for personal articles and medications

Individual dresser

Linens: two (2) sheets, pillowcase, blanket, bedspread, towels and washcloths, and soap

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

EXHIBIT I.A.4

FURNISHINGS/APPLIANCES PROVIDED BY YOU

You may furnish the Suite with your own furniture, including minor electrical appliances and special equipment (such as televisions and radios), provided that the Residence's size restrictions and safety standards are met and any required New York State approvals are obtained. Members of the Residence's staff reserve the right to inspect and install all electrical appliances that you use.

Inventory of your furnishings/appliances:

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

EXHIBIT I.C

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Dignity at Home, Inc. – Licensed by the New York Department of Health as a Home Care Service Agency.

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

EXHIBIT II

DISCLOSURE STATEMENT

GWC – West Hills, Inc. ("the Operator") as operator of Sunrise of Huntington (the "Residence"), hereby discloses the following, as required by Public Health Law Section 4658(3).

1. The Operator is licensed by the New York State Department of Health to operate an Assisted Living Residence as well as an Enriched Housing Program and/or Adult Home. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and/or Special Needs Assisted Living Residence. This additional certification (or these additional certifications) may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met the Operator is currently approved to provide:

a. Enhanced Assisted Living services for up to a maximum of 130 persons.

b. Special Needs Assisted Living services for up to a maximum of __ 62 persons. The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs. **It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above.** If you become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, you will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living unit (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. If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for you to change your (room, unit, apartment) within the Residence.

Other health related entities providing services at the Residence are: Dignity at Home, Inc., a licensed Home Care Service Agency and We Care Physical Therapy, P.C., a Medicare provider for Rehabilitation.

2. The Owner of the real property upon which the Residence is located is West Hills PropCo, LLC a Delaware limited liability company, with a mailing address of: 500 N. Hurstbourne Parkway, Suite 200, Louisville, KY 40222. The following individual is authorized to accept personal service on behalf of such real property owner: CT Corporation System, 28 Liberty Street, New York, NY 10005.

3. The Operator of the Residence is GWC – West Hills, Inc. The mailing address of the Operator is: 500 N. Hurstbourne Parkway, Suite 200, Louisville, KY. The following individual is authorized to accept personal service on behalf of the Operator: CT Corporation System, 28 Liberty Street, New York, NY 10005.

4. List any ownership interest in excess of 10% on the part of the Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence.

None.

5. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of the Residence, in the Operator.

None.

6. Residents can receive services from the service providers of their choice. There is no requirement that the service provider must have an arrangement with the Operator.

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

8. The Operator accepts payment from individuals in consideration for the services that it performs. The Operator does not participate or accept payment directly from public sources of payment such as Medicare, Medicaid or long-term care insurance policies: however, public funds are available for payment for residential, supportive or *home* health services, including but not limited to, availability of Medicare coverage of home health services.

9. 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.

10. 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. 1- 631- 470- 6755 is the Local NYSLTCOP telephone number (Suffolk County). The NYSLTCOP web site is www.ltcombudsman.ny.gov.

11. The Consumer Information Guide developed by the New York Commissioner of Health is attached as Addendum 5 to this Agreement as a matter of information only and not specifically incorporated into this agreement.

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

EXHIBIT III.A

YOUR FEES

Name of Resident: _____

Suite #_____ Occupancy Date: _____

Schedule of Fees. The fees for the various service programs offered by the Residence are as follows:

Suite Rates (Includes Base Care Fee):
Starting From (Subject to Availability)

Assisted Living Suite	$ _____ / day
Reminiscence Suite	$ _____/ day

Additional Care Services

Assisted Living Plus	$ _____ /day
Assisted Living Plus Plus	$ _____ /day
Assisted Living Personalized Care	$ _____ /day
Assisted Living Individualized Care	$ _____ /day
Assisted Living Individualized Care 2-9	$ ____ /day (Per Point)
Reminiscence Program Fee	$ _____ /day
Reminiscence Plus	$ _____ /day
Reminiscence Plus Plus	$ _____ /day
Reminiscence Personalized Care	$ _____ /day
Reminiscence Individualized Care 1-6	$ _____ /day (Per Point)

Medication Assistance and Administration

Assisted Living

Level 1	$ _____ /day
Level 2	$ _____ /day
Level 3	$ _____ /day

Reminiscence

Level 1	$ _____ /day
Level 2	$ _____ /day
Level 3	$ _____ /day

Incontinence Administration Program

Level 1	$ ____ /day
Level 2	$ _____ /day
Level 3	$ _____ /day

Community Fee: $_____ Thirty (30) days Suite Rate (non-refundable after thirty (30) days)

Total Daily Fee: **$_____/day**

Effective Date: _____

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: CB

EXHIBIT III.B

FEE SCHEDULE

Schedule of Fees. The fees for the various service programs offered by the Residence are as follows:

Suite Rates (Includes Basic Services Fee):	
Starting From (Subject to Availability)	
Assisted Living Suite	$165.00/ day
Reminiscence Suite	$185.00 / day
Additional Care Services	
Assisted Living Plus Program Fee	$41.00 /day
Assisted Living Plus Plus Program Fee	$67.00 /day
Assisted Living Personalized Care	$102.00 /day
Assisted Living Individualized Care	$126.00 /day
Assisted Living Individualized Care 2-9	$8.00 /day (Per Point)
Reminiscence Program Fee	$92.00 /day
Reminiscence Plus Program Fee	$122.00 /day
Reminiscence Plus Plus Program Fee	$149.00 /day
Reminiscence Personalized Care	$168.00 /day
Reminiscence Individualized Care 1-5	$8.00 /day (Per Point)
Medication Assistance and Administration	
Assisted Living	
Level 1	$20.00/day
Level 2	$28.00/day
Level 3	$38.00/day
Reminiscence	
Level 1	$22.00/day
Level 2	$30.00/day
Level 3	$40.00/day
Incontinence Administration Program	
Level 1	$7.00/day
Level 2	$12.00/day
Level 3	$17.00/day

Community Fee: $_____ Thirty (30) days Base Rate (non-refundable after thirty (30) days)

Effective Date: _____

EXHIBIT III.C

TIERED FEES

If the Resident's Assessment indicates a need for an additional "tier" of assisted living or reminiscence services beyond the Basic Services included in the Suite Rate, the Operator offers increased levels of assisted living services, as described below.

I. "ASSISTED LIVING PLUS" AND "ASSISTED LIVING PLUS PLUS" PERSONALIZED AND INDIVIDUALIZED CARE PROGRAMS

The Assisted Living "Plus" and the Assisted Living "Plus Plus" Personalized and Individualized Programs are designed for residents who require or prefer more frequent and intensive assistance with activities of daily living. The fees associated with the additional tiers are based on a point system described below. Specifically, you are assessed and assigned points for assistance with mobility, transfers, grooming, dressing, assistance to the bathroom, dining, bathing frequency, and laundry frequency. Points are also assigned regarding behavioral expressions, impaired safety or disruptive behaviors that indicate a need for additional support.

II. "REMINISCENCE," "REMINISCENCE PLUS," AND "REMINISCENCE PLUS PLUS" PERSONALIZED CARE AND INDIVIDUALIZED CARE PROGRAM FEES FOR ALZHEIMER'S AND DEMENTIA

The Reminiscence program is designed for residents who have a diagnosis of Alzheimer's disease or related disorder such as dementia or, it has been determined that it is in the best interest of the Resident to live in the Reminiscence neighborhood. The Reminiscence Neighborhood is staffed twenty-four (24) hours a day by care managers who have been specially trained to support people with memory loss. The Reminiscence Program tiers include assistance with activities of daily living and programming support as determined by a personalized assessment. The fees associated with the additional tiers are based on a point system described below. Specifically, the Resident is assessed and assigned points for assistance with mobility, transfers, grooming, dressing, assistance

to the bathroom, dining, bathing frequency, and laundry frequency. Points are also assigned regarding behavioral expressions, impaired safety or disruptive behaviors that indicate a need for additional support.

Point Assignments

ADL Points:								
		Point scores per response						
	Based on 8 core ADL questions	Independent	Reminders	Step-by-Step Cueing	Standby	Physical Assistance 1 Person	Physical Assistance 2 Person	Custom
1	Mobility Assistance	0	0	1	1	1	2	2
2	Transferring Assistance	0	0	1	1	1	2	2
3	Grooming Assistance	0	0	1	1	1	2	2
4	Dressing Assistance	0	0	1	1	1	2	2
5	Assistance to Bathroom	0	0	1	1	1	2	2
6	Dining Assistance	0	0	1	1	1	2	2
	Bathing and Laundry - based on frequency	Independent - No Assistance	Assistance 1/Week	Assistance 2/week	Assistance 3/week	Assistance 4/week	Assistance 5+/week	
7	Bathing	0	0	2	2	2	3	
8	Laundry	0	0	2	2	2	3	

Behavioral Points:								
		Point scores per response						
	Neighborhood	Wandering / Exit Seeking / Needs Frequent Validation	Impaired Safety Awareness/ Decision Making Ability	Rummage Through Others Belongings	Eloped/ Wandered/ Packs Belongings / Visual, Spatial, or Perceptional Impairment	Refuses Care/ Combative/ Destructive/ Sexually Inappropriate Behaviors	Repeat Behavior with Potential to cause self or others harm / Express Desire to self-harm (Verbal or Non)	Requires Frequent Individualized Interventions
1	Assisted Living	3	3	3	3	3	3	3
2	Reminiscence	0	0	0	3	3	3	3

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: DB

III. TIERS OF SERVICE

Assisted Living Additional Care Services	Points	Up to Hours Per Week
Assisted Living Plus	1-2	8.75
Assisted Living Plus Plus	3-5	14.00
Assisted Living Personalized Care	6-9	21.00
Assisted Living Individualized Care	10-12	28.00
Assisted Living Individualized Care Levels 2 - 9 (Levels increase with each additional point)	13+	42.00

Reminiscence Additional Care Services	Points	Up to Hours Per Week
Reminiscence Program	Up to 4	8.75
Reminiscence Plus	5-8	14.00
Reminiscence Plus Plus	9-12	21.00
Reminiscence Personalized Care	13-16	28.00
Reminiscence Individualized Care Levels 1-5 (Levels increase with each additional point)	17+	42.00

IV. MEDICATION ADMINISTRATION

Administration of medication by a nurse is available to those residents who cannot self-administer their medications. This service is provided in levels and based on the following criteria:

*Assistance with Self-Administered Medications included within the Basic Services Fee For Sunrise Provided Medication Administration Services:	Med Management Level 1	Med Management Level 2	Med Management Level 3
1. Routine scheduled medications One to Six (1-6)*	✓		
2. Up to Two (2) medication delivery times	✓		
3. Up to One (1) of the following: Eye Drops, Lotion, Inhalants, Spray or Ointment	✓		
4. Routine scheduled medications Seven to Eleven (7-11)*		✓	
5. More than One (1) Eye drops or Inhalant		✓	
6. Daily Injectables		✓	
7. Blood Sugar Monitoring		✓	
8. Routine scheduled medications Twelve or More (12+)*			✓
9. Assistance with nebulizer(s)/breathing treatments			✓
10. Three (3) or more medication delivery times			✓

11. Medications in non-standard packaging**			✓
12. Substantially more time than normal for neighborhood (e.g. prescription creams/ointments/suppositories)			✓
13. Medications that require lab monitoring or vital signs management			✓
14. Oxygen management			✓

Continence Products			
For Sunrise provided products	**Level 1**	**Level 2**	**Level 3**
1. One to Three (1-3) Products per day	✓		
2. Four to Seven (4-7) Products per day		✓	
3. Eight or more (8+) Products per day			✓

Notes:

**PRN (as needed) medications are not counted toward the daily medication count.*
***Medications in non-standard packaging from the Veterans Administration (VA) are not considered a Level 3.*

All medications must be prescribed by the Resident's personal licensed physician. If the Resident is able to self-administer his/her own medications, the medications must be kept in a locked box or area.

Residents have the right to choose their own pharmacy. Residents may purchase medications from a pharmacy that has contracted with the Community or they can provide written notice to the Community that they will obtain medications from another pharmacy. If medications are obtained from another pharmacy, the labeling and packaging must comply with standards set forth in the New York Pharmacy Guide to Practice.

V. CONTINENCE CARE PRODUCTS

A. Supply of Products. Continence products are available to Residents who need them, for an additional charge when a resident opts for the Residence to supply him or her with incontinence products. The Residence staff will conduct an assessment to determine the Resident's

level of need. There are three (3) levels of need, based on the number of products the Resident requires per day.

B. Levels of Need. If the Resident requires one (1) to three (3) incontinence products per day, the Resident is assigned to Level I. If the Resident requires four (4) to seven (7) incontinence products per day, the Resident is assigned to Level II. If the Resident requires eight (8) or more incontinence products per day, the Resident is assigned to Level III.

EXHIBIT III.D

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Supplemental Fees

Additional Amenities		Additional Charge Provided By
1.	Assistance with resident requested special maintenance projects, such as hanging pictures, furniture assembly, etc. beyond that maintenance required by this Agreement. The use of outside contractors or handyman services is not permitted without prior written approval of the Operator.	$15.00/hour
2.	Housekeeping services in addition to those included as part of the Assisted Living Services.	$15.00/hour
3.	Transportation for personal trips, scheduled in advance by the Resident. The hours that transportation is available for scheduling will be determined by the Operator.	$25.00/hour
4.	Guest meals	$7.00/breakfast $10.00/lunch $10.00/dinner
5.	Barber and Beauty services	Fees posted in salon

Additional Fees

Special Assessments. The Operator reserves the right to assess charges for special circumstances outside the Operator's control, such as sharp increases in costs of utilities or other necessary expenses. The Operator shall provide the Resident at least thirty (30) days' written notice (or such additional days' notice as may be required by law) prior to the imposition of such special assessments.

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

EXHIBIT I1I.D (continued)

Community Fee

A fee is charged for services and amenities within the community utilized by all residents (the "Community Fee").

Standard Replacements:

- Short Tem Replacements:
  - Replace carpet on all floors
  - Replacement of all common area furniture for all floors: small and large armchairs. sofas, loveseats, coffee tables, and lamps.
  - Replacement of all dining room chairs and tables
  - Replacement of outdoor furniture: tables, chairs and benches
  - Replacement of all washers and dryers
  - Refresh of all Life Skill Centers for Reminiscence Neighborhoods

- Long Term Replacements:
  - Audiovisual and other entertainment equipment television, jukebox, piano
  - Kitchen equipment replacement
  - Replacement of telephone systems
  - Resurface parking lot
  - Repair sidewalks and walkways
  - Computer upgrades
  - Wallpaper/Paint for all communities upon necessary refresh
  - Refresh of bistro cabinets and countertops
  - Upgrade and refresh of all Common bathrooms

Community Fee: $ _____ Thirty (30) days Suite Rate (non-refundable after Thirty (30) days)

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: TB

EXHIBIT V

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: TB

EXHIBIT VI

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2023

NYS Department of Health
Reviewer's Initials: EB

EXHIBIT X

RULES OF THE RESIDENCE

A. The Resident will use the Suite only for residential dwelling purposes.

B. Smoking is not allowed in any Resident Suite. Smoking is only allowed in designated "Smoking Areas." Whether to designate any Smoking Areas is within the sole discretion of the Operator. The Operator may require residents to be supervised when smoking.

C. A live-in companion is considered an employee of the Resident and not a resident of the facility. The Resident is required to pay a base rent rate for the live-in companion associated with the Resident's Suite, shown in the fee schedule in Exhibit III.D. Services provided to the Resident by a live-in companion may not replace those in which the Community is required by law or regulation to provide to the Resident.

D. Resident agrees to maintain the Suite in a clean, sanitary and orderly condition. Resident will reimburse the Residence for the repair or replacement of furnishings and fixtures in the Suite beyond normal wear and tear. In addition, Resident will reimburse the Residence for actual expenses incurred for loss or damage to real or personal property of the Residence caused by pets or the negligence or willful misconduct of the Resident or the Resident's agents, guests, or invitees. Additionally, residents will be responsible for any charges for damage caused by themselves or their guests, if such charges are imposed by a court order.

E. Any damage to carpeting in the Resident's Suite, other than normal wear and tear, including stains and/or odors due to incontinence or pets, will result in the carpet being professionally cleaned, repaired or replaced by the Operator. The Operator will have the right to determine whether the carpet needs to be repaired, cleaned, or replaced. The Resident will have the right to dispute these charges. The Resident shall be responsible for the cost of the repairing, cleaning, or replacing the carpet, if such charges are imposed pursuant to a court order.

F. The Resident will not alter or improve the Suite without the prior written consent of the Operator. Upon the termination of this Agreement, the Resident will be required to return the Suite to the original condition at his/her own expense prior to the expiration of any applicable notice periods.

G. The Resident will notify the Operator promptly of any defects in the Suite, common areas or in the Residence's equipment, appliances, or fixtures.

H. The Operator shall have the right to enter the Suite at any reasonable time in order to provide services to the Resident, to perform building inspection and maintenance functions, to show the Suite to prospective residents, and otherwise to carry out the Residence's obligations under this Agreement. Resident shall allow entry into the Suite at any time to the Residence's employees or agents when they are responding to the medical alert system, fire alert system or other emergency.

I. The Operator agrees to respect your privacy to the extent reasonably practicable

J. The Resident will vacate the Suite at the termination of this Agreement, remove all of the Resident's property, and deliver possession of the Suite and any furniture, equipment, appliances, and fixtures supplied by the Residence, to the Residence in good condition, ordinary wear and tear excepted. The Resident will pay the cost of removing and storing any property of the Resident remaining in the Suite after the termination of this Agreement for up to one (1) year following such removal. After one (1) year, the property will be discarded, as allowable by State law.

K. The Resident will not keep a dog, cat, bird, fish, or other pet of any kind in the Suite unless the Resident and Operator have executed the Pet Addendum, which will be provided to you if you currently have a pet or if you acquire a pet during your residency.

L. If at any time the Resident wishes to use a motorized vehicle, he/she must execute a Motorized Vehicle Addendum, available upon request.

M The Operator will assist the Resident in obtaining and maintaining a primary physician or source of medical care of choice, who is responsible for the overall management of the Resident's health and mental health needs.

N. The Resident and Resident's Representative understand and agree that the Operator may restrict an individual's visitation rights or bar an individual from entering the Residence if it is determined that the individual is disrupting the care of the Resident, the care of other residents. Restriction of access to the facility is in accord with Regulation 485.14(1-3) and the Dear Administrator Letter HCBC-03-08, dated December 10, 2003.

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)

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

EXHIBIT XIV

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 PROSSESSIONS;

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

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

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

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

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

(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, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE.

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 XV

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

The Operator encourages all residents and family members to express any complaints about the Residence and to suggest remedies or improvements in policies and services. The Operator will be responsive to reasonable concerns and suggestions. We also encourage residents and family members to let staff know when services and policies are satisfactory and should continue unchanged.

PROCEDURES:

The Residence's steps for making a complaint which are as follows:

1. Discuss the concern or complaint with the Executive Director of the Residence. If there is no resolution to the matter or you do not feel comfortable discussing the matter with the Executive-Director, then,

2. Discuss the concern or complaint with the Area Operations Manager for the Residence, Kristen Heuman (516) 282-6915). If there is no satisfaction, then

3. Contact the Vice-President of Operations, April Johnson (201-407-7057). If there is no satisfaction, then

4. Contact the Sunrise Senior Living Community Support Office to express the complaint at 1-703-273-7500. If you are still unsatisfied then

5. Contact the following agencies:

New York State Department of Health
Adult Care Facility Complaint Hotline
Phone Number: 1-866-893-6772

Ombudsman
New York State Long Term Care Ombudsman
Toll-Free Number: 1-800-342-9871
1-631-470-6755 Local Number. (Suffolk County)

Another way to air grievances is through the monthly Resident Council meetings. You may submit a grievance to the Resident Council in writing in advance of a meeting, or verbally during a meeting. Grievances and recommendations for change or improvement in Residence operations and programs, which are presented by residents, their family or representatives (or sent anonymously) and received/reviewed by the Resident Council, will be responded to in writing within twenty-one (21) day of receipt, in accordance with Section 487.5(c) and 488.5(b) of Title 18 NYCRR. At no time will any team member of the Residence take any improper action against a resident for making a complaint, whether or not the complaint is valid. The Residence will consider dismissing any employee who is found to be threatening, ignoring, humiliating, retaliating, or discriminating against residents who voice complaints. Resident grievance(s) and recommendations will remain confidential. *See* Title 18, 487.5, Grievances and Recommendations for additional information.

RESIDENT/ RESPONSIBLE PARTY:

_____
(Signature)

_____
(Print Name)

_____
(Date)

SECOND RESIDENT/ RESPONSIBLE PARTY:

_____
(Signature)

_____
(Print Name)

_____
(Date)

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS [illegible] DATE 2/19/20

ADDENDUM 1

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement made between GWC – West Hills, Inc. (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 Sunrise of Huntington located at 300 West Hills Road, Huntington Station, New York 11746.

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 twenty-four (24) hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

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

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EXHIBIT #1 "Enhanced Assisted Living Residency" and made a part of this Agreement is a written description of:

- Services to be provided in the Enhanced Assisted Living Residence;
- Staffing levels;
- Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving 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 Twenty-Four (24) Hour Skilled Nursing or Medical Care is Needed

If you reach the point where you are in need of twenty-four (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 the Residence, UNLESS each of the following conditions are met:

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

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

AND

c. 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.

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS [illegible] DATE 2/19/20

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)

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS _____ DATE 2/19/20

EXHIBIT #1 ENHANCED ASSISTED LIVING RESIDENCY

Services that can be Provided in the Enhanced Assisted Living Residence

- All services available in the Assisted Living Residence
- Physical assistance with walking, wheelchair propelling and prescribed exercises
- Physical assistance of another person to climb or descend steps
- Intermittent nursing needs
- Limited assistance with medical equipment
- Chronic unmanaged urinary or bowel incontinence
- Medication assistance and administration

Staffing

The Residence will staff adequately to meet the evaluated needs of the residents. The following methodology is employed. An inter-disciplinary team, including a nurse, assesses each resident for the appropriate level of care. Care managers are then scheduled based upon this analysis of resident needs. Schedules (i.e.: staffing levels) are reviewed at least weekly to keep up with move-ins and move-outs, as well as any reassessments that may occur. Daily adjustments of staff for particular shifts may occur as well, depending upon the preferences of residents for times when they desire to receive meals, baths or other personal care services.

Training

All team members go through an orientation training program on the Aging Process, Activities of Daily Living and how to deliver care to residents in the Enhanced Assisted Living Residence. In addition, they complete a hands-on portion of training called the Shadowing and Skills Demonstration experience which ensures the appropriate application of concepts learned in the classroom training.

Each team member will also receive ongoing education and training each year based on the needs of residents living in the Enhanced Assisted Living Residence.

Environmental Modifications

Additional safety features include smoke barriers which are a continuous fire rated partition or wall, extending from one exterior wall to another exterior wall, with all openings protected with fire-rated and smoke tight doors equipped with appropriate hardware. In addition monthly fire drills are held for staff and volunteers at varied times during the day and night.

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS [illegible] DATE 2/19/20

ADDENDUM 2

SPECIAL NEEDS ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement made between GWC – West Hills, 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 Sunrise of Huntington located at 300 West Hills Road, Huntington Station, New York 11746.

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 Special Needs # 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
- 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.

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS _____ DATE 2/19/20

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)

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS _____ DATE 2/19/20

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS [illegible] DATE 2/19/20

Exhibit Special Needs #1

A. **Activities and Specialized Services**

The Sunrise Reminiscence Program has been specifically designed for residents with Alzheimer's disease and/or other types of dementia. The Residence offers an individualized program tailored to the unique preferences of each resident in the Reminiscence neighborhood. By providing comfort and security in a home-like environment, the program supports each resident's abilities and affirms dignity and self-esteem. This is done through programmatic approaches, including individual Life Skills, providing opportunities for reminiscing, the Reflection Room, and an overall focus on empathizing and practicing validation with residents and meeting their needs in a person-centered way.

In addition to the Sunrise Principles of Service and mission, the Reminiscence program has specific signatures, one of which is a philosophy of *creating pleasant days* via purposeful programming, intended to bring meaning and purpose to each resident's day. In working to create pleasant days, team members provide residents with opportunities for meaningful and purposeful activity via various components of Sunrise's Live with Purpose programming. This is done directly and indirectly through both daily scheduled and spontaneous activities, thereby creating an engaging environment for residents.

The Reminiscence program offers opportunities for residents to participate in activities that are familiar to them in "life skill centers." These themed designated areas include furniture or other items that engage residents and encourage participation. Reminiscence Kits may be used as portable theme kits to evoke memories around a certain theme (e.g. wedding, sewing, etc.) and encourage socialization.

In addition to the standard services like dining, housekeeping and laundry, the Reminiscence neighborhood offers residents with dementia specialized services including, but not limited to:

- Dining program - designed to encourage independence in dining by:
  - offering a visual description of the menu choices (sample plates);
  - using linens and dishes that contrast in color for ease of eating for residents with limited vision;
  - using a variety of dishes and adaptive dinnerware that aid residents with differing abilities; and
  - finger foods available for residents who wander/move about or have difficulty using utensils.
- Hydration - encouraging fluid intake throughout the day to minimize illness, infection and falls (i.e., falls caused by symptoms of dehydration).
- Family Services – quarterly family events and a Reminiscence Resource library
- Reflection Room - Through use of a designated room or area within the neighborhood, or sensory kit, to provide a calming and soothing environment through sensory stimulation or reflection, with personalized support and interventions for a resident experiencing behavioral expressions such as early signs of distress or anxiety.

B. Team Member Qualifications and Staffing Levels

The Reminiscence Coordinator/Case Manager is a professional dedicated to hiring, supervising, educating and training the team members that work in the Reminiscence neighborhood.

The role of care managers in the Reminiscence neighborhood is instrumental to the provision of individualized needs and facilitating the specialized activities and programs. When evaluating potential candidates for the care manager role, the Reminiscence Coordinator/Case Manager assesses each individual's qualifications with priority being their passion for serving seniors, specifically those with dementia.

Within the Reminiscence neighborhood, a Life Enrichment Manager (LEM) gets to know each resident and their experiences, talents, preferences and abilities. The LEM creates a plan that reinforces the resident's identity and encourages them to experience meaning and purpose each day.

In the Reminiscence neighborhood, staffing levels are based on the number of residents and their evaluated needs. The following methodology is employed. An inter-disciplinary team, including a nurse, assesses each resident for the appropriate level of care. Care managers are then scheduled based upon this analysis of resident needs. Schedules (i.e.: staffing levels) are reviewed at least weekly to keep up with move-ins and move-outs, as well as any reassessments that may occur. Daily adjustments of staff for particular shifts may occur as well, depending upon the preferences of residents for times when they desire to receive meals, baths or other personal care services.

C. Team Member Training

All team members working in the Reminiscence neighborhood receive intensive orientation training including dementia and cognitive impairment specific training. As part of defining the disease process, team members will learn about common concerns related to dementia such as hydration, recognizing symptoms, communication skills and behavioral challenges.

Each team member receives ongoing education and training each year. In addition, the team members working in the Reminiscence Neighborhood will receive trainings related to dementia and the residents' specialized needs. A variety of topics and training materials are available to meet the unique needs of residents living in the Reminiscence neighborhood; these trainings focus on person-centered care and incorporate current Alzheimer's Association Dementia Care Practice Recommendations. Some of the training topics include:

- Personhood
- Journey through Memory Loss and The Brain Tour
- Behavioral Expressions
- Common challenges, such as wandering/moving about, aggression and expressions of intimacy in residents with dementia
- Activities and positive therapeutic interventions
- Communication skills (resident and team member), including validation and empathetic approaches
- Promoting Sunrise Principles of Service (including dignity, independence, individuality, privacy and choice)

- Pain management

In addition, any state specific training required will be provided to the team members.

The Memory Care portions of the Sunrise University training and continuing education courses have been developed through partnerships with the Alzheimer's Association, dementia experts and health professionals specializing in the care of individuals with dementia.

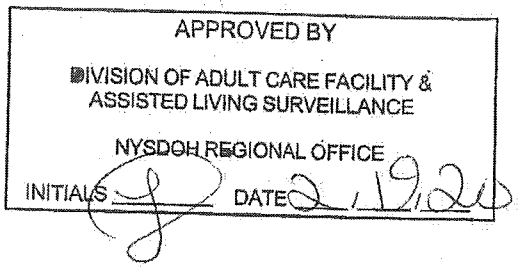
D. Physical Environment, Modifications, and Design Features

The Reminiscence program is designed to create a homelike environment that is both comfortable and familiar to residents while encouraging independence and preserving each resident's dignity. Beyond providing a secure environment, the Residence offers adaptive design features that promote resident independence and success in activities of daily living.

Examples of adaptive design features:

- Memory boxes used to stimulate socialization and personalization of resident suites.
- Non-patterned carpet to encourage residents to walk freely throughout the neighborhood.
- Contrasting bathroom walls and doors to highlight key features such as the toilet and bathroom entrance in common areas.
- Motion sensors to highlight the bathroom when a resident walks by promoting independent use.
- Tactile art offering stimulation and interest to engage residents.
- Room designated for reflection and/or a portable snoezelen cart.
- Outdoor activity areas with supervised spaces to enjoy gardening, fresh air, and a walking path conducive to those residents who enjoy freely walking outdoors.
- Extended chair rail molding available for stabilization when walking.

In order to ensure the safety of residents, the Residence maintains a disaster plan. The plan includes accommodations for residents with dementia and incorporates company policies for natural disasters and fire safety.



ADDENDUM 3

PET ADDENDUM

The Community consents to the Resident keeping in the Suite the household pet described as follows (the "Pet"):

_____ Kind and breed

_____ Name

_____ Color

_____ Height **(maximum height permitted is 18")**

_____ Weight **(maximum weight permitted is 30 lbs.)**

_____ Age

_____ Vaccination Status

The Resident will provide the Community a photograph of the Pet at the time this Addendum is executed.

A. **Responsibilities of the Resident.** The Resident will keep the Pet in the Suite, except when walking the Pet, if applicable, or transporting it to and from the Suite. The Resident will not allow the Pet in building lobbies or in common residential area, other than to transport the Pet to and from the Suite. The Resident will walk and curb the Pet only in areas designated by the Community and will be responsible for cleaning up after the Pet. When the Pet is not in the Suite, the Resident will keep it on a leash no longer than five (5) feet or in a cage or other appropriate closed and ventilated container, and in the control of the Resident. If the Pet is a bird, the Resident will keep it caged both in and out of the Suite. If the Pet is a dog or cat, the Resident will ensure that it wears a collar with appropriate identification (including the Resident's telephone number) at all times that it is out of the Suite.

The Resident will comply with all vaccination and licensing requirements applicable to the Pet, showing proof of this upon request, and will comply with appropriate standards of care, treatment, and grooming. The Resident will be responsible for the health, welfare, and proper care of the Pet. The Resident will ensure that the Pet does not disturb the right of other residents to the peaceful enjoyment of their Suites and of the common areas. The Resident will not leave the Pet unattended when the Pet is not in the Suite.

The Resident will be liable for any personal injury or property damage caused by the Pet that is suffered by the Community, its employees or agents, other residents, guests, or invitees. The

Resident will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by the Community in enforcing any liability of the Resident under this Addendum.

B. Term and Termination. This Addendum will continue until the Residency Agreement between the Resident and the Community is terminated, unless either party terminates this Addendum for any reason by giving **seven (7)** days prior written notice to the other party. The Community may terminate this Addendum upon twenty-four (24) hours' notice in the event the Resident breaches any of the Resident's obligations under this Addendum. In the event that the Pet is left unattended for more than twenty-four (24) hours, or if the Community determines that the Resident, for any reason, is unable to care for the Pet, the Community reserves the right to arrange for the Pet to be delivered to:

_____
(Sponsor)

or to such other individual or agency as the Community determines to be appropriate. The Resident will pay all costs of delivery, feeding, care, treatment, and housing of the Pet. The Resident will inform the Community's Executive Director if the Pet dies and make appropriate arrangements for removal. The Resident acknowledges that the Resident has no right to keep a pet except to the extent expressly permitted by this Addendum, and that the Community reserves the right to withdraw its consent to the Resident keeping the Pet at any time by terminating this Addendum as permitted above.

Community

Date: _____ By: _____
Title: _____

Resident / Responsible Party:

Date: _____ _____
Signature

_____
Title

Resident / Responsible Party:

Date: _____ _____
Signature

_____
Title

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: TB

ADDENDUM 4

MOTORIZED VEHICLE ADDENDUM
RULES FOR MOTORIZED VEHICLES

This Exhibit is hereby attached to and becomes a part of the attached Agreement by and between the Community and the Resident dated _____ 20___.

The Resident and the Community agree that the Resident shall be entitled to use a motorized vehicle in the Community so long as this Agreement remains in force upon the following terms.

Any resident who wishes to operate an electric wheelchair, motorized cart or similar device (a "Motorized Vehicle") at the Community must register with the Community and follow the Rules presented below. The Rules governing Motorized Vehicle use are designed to protect residents and staff.

1. To complete registration, the Resident must submit to the Executive Director a written statement indicating that the Resident's need for use of a Motorized Vehicle is due to the Resident's disability.

2. Resident acknowledges responsibility for any damage or injury caused by use of the Motorized Vehicle. The Community encourages residents to purchase liability insurance that covers residents for any injury or damaged caused by residents' Motorized Vehicles. Without such insurance, the Resident may be personally liable for substantial amounts of money plus attorneys' fees.

3. The Community will review with the Resident how to properly operate the scooter, i.e., start, stop, and understand the turning capabilities of the scooter. The use of the Motorized Vehicle may be restricted, if it becomes evident to the Community's leadership that the use of the Motorized Vehicle constitutes a direct threat to the health or safety of others or result in substantial physical damage.

4. No Motorized Vehicle shall be operated at the Community at a speed that exceeds a normal walking pace, estimated at two (2) miles per hour.

5. The Resident must operate the Motorized Vehicle at the lowest possible speed and then transfer to a dining chair for the meal, due to the Motorized Vehicle blocking ingress and egress. For the safety of residents and staff, staff will park the Motorized Vehicle in the dining room foyer during the meal. The Community will consider modifications of this Rule if the Resident's medical condition precludes transfer to a chair.

6. The Motorized Vehicle must be operated at all times in a safe manner and with due care to avoid causing any personal injury or property damage. The Resident must be particularly careful to avoid persons who are entering or leaving their Suites.

7. The Motorized Vehicle should be driven in the center of the hallway. The Resident must stop at hallway intersections, look both ways and make sure it is clear before slowly proceeding through the intersection.

8. The Motorized Vehicle must not be left unattended near any entrances, exits or intersections. When the Resident retires to his or her Suite, he or she must also bring the Motorized Vehicle inside.

9. Residents requesting any reasonable accommodation in the Community's Rules shall submit a written request to the Executive Director.

DATED: _____ _____
Resident

_____
Executive Director

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

ADDENDUM 5

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

(prepared and issued by the New York Department of Health)

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

TABLE OF CONTENTS

INTRODUCTION

This consumer information guide will help you decide if an assisted living residence is right for you and, if so, which type of assisted living residence (ALR) may best serve your needs.

There are many different housing, long-term care residential and community based options in New York State that provide assistance with daily living. The ALR is just one of the many residential community-based care options.

The New York State Department of Health's (DOH) website provides information about the different types of long-term care at www.nyhealth.gov/facilities/long_term_care/

More information about senior living choices is available on the New York State Office for the Aging website at www.aging.ny.gov/ResourceGuide/Housing.cfm

A glossary for definitions of terms and acronyms used in this guide is provided on pages 10 and 11.

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

An Assisted Living Residence is a certified adult home or enriched housing program that has additionally been approved by the DOH for licensure as an ALR. An operator of an ALR is required to provide or arrange for housing, twenty-four hour on-site monitoring, and personal care services and/or home care services in a home-like setting to five or more adult residents.

ALRs must also provide daily meals and snacks, case management services, and are required to develop an individualized service plan (ISP). The law also provides important consumer protections for people who reside in an ALR.

ALRs may offer each resident their own room, a small apartment, or a shared space with a suitable roommate. Residents will share common areas, such as the dining room or living room, with other people who may also require assistance with meals, personal care and/or home care services.

The philosophy of assisted living emphasizes personal dignity, autonomy, independence, privacy, and freedom of choice. Assisted living residences should facilitate independence and helps individuals to live as independently as possible and make decisions about how they want to live.

WHO OPERATES ALRs?

ALRs can be owned and operated by an individual or a for-profit business group or corporation, a not-for-profit organization, or a government agency.

PAYING FOR AN ALR

It is important to ask the ALR what kind of payment it accepts. Many ALRs accept private payment or long term care insurance, and some accept Supplemental Security Income (SSI) as the primary method of payment. Currently, Medicaid and Medicare will NOT pay for residing in an ALR, although they may pay for certain medical services received while in the ALR.

Costs vary among ALRs. Much of the variation is due to the types and level of services provided and the location and structure of the residence itself.

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

There are three types of ALRs: Basic ALRs (ALR), Enhanced ALRs (EALR), and Special Need ALRs (SNALR). The services provided, offered or permitted vary by type and can vary from residence to residence. Prospective residents and their representatives should make sure they understand the type of ALR, and be involved in the ISP process (described below), to ensure that the services to be provided are truly what the individual needs and desires.

Basic ALR: A Basic ALR takes care of residents who are medically stable. Residents need to have an annual physical exam, and may need routine medical visits provided by medical personnel onsite or in the community.

Generally, individuals who are appropriately served in a Basic ALR are those who:

- Prefer to live in a social and supportive environment with 24-hour supervision;
- Have needs that can be safely met in an ALR;
- May be visually or hearing impaired;
- May require some assistance with toileting, bathing, grooming, dressing or eating;
- Can walk or use a wheelchair alone or occasionally with assistance from another person, and can self-transfer;
- Can accept direction from others in time of emergency;
- Do not have a medical condition that requires 24-hour skilled nursing and

medical care; or

- Do not pose a danger to themselves or others.

The Basic ALR is designed to meet the individual's social and residential needs, while also encouraging and assisting with activities of daily living (ADLs). However, a licensed ALR may also be certified as an Enhanced Assisted Living Residence (EALR) and/or Special Needs Assisted Living Residence (SNALR) and may provide additional support services as described below.

Enhanced ALR (EALR): Enhanced ALRs are certified to offer an enhanced level of care to serve people who wish to remain in the residence as they have age-related difficulties beyond what a Basic ALR can provide. To enter an EALR, a person can "age in place" in a Basic ALR or enter directly from the community or another setting. If the goal is to "age-in- place," it is important to ask how many beds are certified as enhanced and how your future needs will be met.

People in an Enhanced ALR may require assistance to get out of a chair, need the assistance of another to walk or use stairs, need assistance with medical equipment, and/or need assistance to manage chronic urinary or bowel incontinence.

An example of a person who may be eligible for the Enhanced ALR level of care is someone with a condition such as severe arthritis who needs help with meals and walking. If he or she later becomes confined to a wheelchair and needs help transferring, they can remain in the Enhanced ALR.

The Enhanced ALR must assure that the nursing and medical needs of the resident can be met in the facility. If a resident comes to need 24-hour medical or skilled nursing care, he/she would need to be transferred to a nursing facility or hospital unless all the criteria below are met:

a) The resident hires 24-hour appropriate nursing and medical care to meettheir needs;

b) The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR;

c) The operator agrees to provide services or arrange for services and is willing to coordinate care; and

d) The resident agrees with the plan.

Special Needs ALR (SNALR): Some ALRs may also be certified to serve people with special needs, for example Alzheimer's disease or other types of dementia. Special Needs ALRs have submitted plans for specialized services, environmental features, and staffing levels that have been approved by the New York State Department of Health.

The services offered by these homes are tailored to the unique needs of the people they serve. Sometimes people with dementia may not need the more specialized services required in a Special Needs ALR, however, if the degree of dementia requires that the person be in a secured environment, or services must be highly specialized to address their needs, they may need the services and environmental features only available in a Special Needs ALR. The individual's physician and/or representative and ALR staff can help the person decide the right level of services.

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

	ALR	EALR	SNALR
Provides a furnished room, apartment or shared space with common shared areas	X	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities	X	X	X
Periodic medical visits with providers of resident choice are arranged	X	X	X
Medication management assistance	X	X	X
24 hour monitoring by support staff is available on site	X	X	X
Case management services	X	X	X
Individualized Service Plan (ISP) is prepared	X	X	X
Assistance with walking, transferring, stair climbing and descending stairs, as needed, is available		X	
Intermittent or occasional assistance from medical personnel from approved community resources is available	X	X	X
Assistance with durable medical equipment (i.e., wheelchairs, hospital beds) is available			X
Nursing care (i.e. vital signs, eye drops, injections, catheter care, colostomy care, wound care, as needed) is provided by an agency or facility staff		X	
Aging in place is available, and, if needed, 24 hour skilled nursing and/or medical care can be privately hired		X	
Specialized program and environmental modifications for individuals with dementia or other special needs			X

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before making a decision to apply for residence. Look around, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.

Ask to examine an "open" or "model" unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available or can be installed. Remember charges may be added for any special modifications requested.

It is important to keep in mind what to expect from a residence. It is a good idea to prepare a list of questions before the visit. Also, taking notes and writing down likes or dislikes about each residence is helpful to review before making a decision.

***THINGS TO CONSIDER*:** When thinking about whether a particular ALR or any other type of community-based housing is right, here are some things to think about before making a final choice.

Location: Is the residence close to family and friends?

Licensure/Certification: Find out the type of license/certification a residence has and if that certification will enable the facility to meet current and future needs.

Costs: How much will it cost to live at the residence? What other costs or charges, such as dry cleaning, cable television, etc., might be additional? Will these costs change?

Transportation: What transportation is available from the residence? What choices are there for people to schedule outings other than to medical appointments or trips by the residence or other group trips? What is within safe walking distance (shopping, park, library, bank, etc.)?

Place of worship: Are there religious services available at the residence? Is the residence near places of worship?

Social organizations: Is the residence near civic or social organizations so that active participation is possible?

Shopping: Are there grocery stores or shopping centers nearby? What other type of shopping is enjoyed?

Activities: What kinds of social activities are available at the residence? Are there planned outings which are of interest? Is participation in activities required?

Other residents: Other ALR residents will be neighbors, is this a significant issue or change from current living arrangement?

Staff: Are staff professional, helpful, knowledgeable and friendly?

Resident Satisfaction: Does the residence have a policy for taking suggestions and making improvements for the residents?

Current and future needs: Think about current assistance or services as well as those needed in several years. Is there assistance to get the services needed from other agencies or are the services available on site?

If the residence offers fewer Special Needs beds and/or Enhanced Assisted Living beds than the total capacity of the residence, how are these beds made available to current or new residents? Under what conditions require leaving the residence, such as for financial or for health reasons? Will room or apartment changes be required due to health changes? What is the residence's policy if the monthly fee is too high or if the amount and/or type of care needs increase?

Medical services: Will the location of the facility allow continued use of current medical personnel?

Meals: During visit, eat a meal. This will address the quality and type of food available. If, for cultural or medical reasons, a special diet is required, can these types of meals be prepared?

Communication: If English is not the first language and/or there is some difficulty communicating, is there staff available to communicate in the language necessary? If is difficulty hearing, is there staff to assist in communicating with others?

Guests: Are overnight visits by guests allowed? Does the residence have any rules about these visits? Can a visitor dine and pay for a meal? Is there a separate area for private meals or gatherings to celebrate a special occasion with relatives?

WHO CAN HELP YOU CHOOSE AN ALR? When deciding on which ALR is right, talk to family members and friends. If they make visits to the residences, they may see something different, so ask for feedback.

Physicians may be able to make some recommendations about things that should be included in any residence. A physician who knows about health needs and is aware of any limitations can provide advice on your current and future needs.

Before making any final decisions, talking to a financial advisor and/or attorney may be appropriate. Since there are costs involved, a financial advisor may provide information on how these costs may affect your long term financial outlook. An attorney review of any documents may also be valuable. (e.g., residency agreement, application, etc.)

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

An evaluation is required before admission to determine eligibility for an ALR. The admission criteria can vary based on the type of ALR. Applicants will be asked to provide results of a physical exam from within 30 days prior to admission that includes a medical, functional, and mental health assessment (where appropriate or required). This assessment will be reviewed as part of the Individualized Service Plan (ISP) that an ALR must develop for each resident.

The ISP is the "blueprint" for services required by the resident. It describes the services that need to be provided to the resident, and how and by whom those services will be provided. The ISP is developed when the resident is admitted to the ALR, with the input of the resident and his or her representative, physician, and the home health care agency, if appropriate. Because it is based on the medical, nutritional, social and everyday life needs of the individual, the ISP must be reviewed and revised as those needs change, but at least every six months.

APPLYING TO AN ALR

The following are part of entering an ALR:

An Assessment: Medical, Functional and Mental: A current physical examination that includes a medical, functional and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required form.

An application and any other documents that must be signed at admission (get these from the residence). Each residence may have different documents. Review each one of them and get the answers to any questions.

Residency Agreement (contract): All ALR operators are required to complete a residency agreement with each new resident at the time of admission to the ALR. The ALR staff must disclose adequate and accurate information about living in that residence. This agreement determines the specific services that will be provided and the cost. The residency agreement must include the type of living arrangements agreed to (e.g., a private room or apartment); services (e.g., dining, housekeeping); admission requirements and the conditions which would require transfer; all fees and refund policies; rules of the residence, termination and discharge policies; and resident rights and responsibilities.

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department's website at: http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf .

Review the residency agreement very carefully. There may be differences in each ALR's residency agreement, but they have to be approved by the Department. Write down any questions or concerns and discuss with the administrator of the ALR. Contact the Department of Health with questions about the residency agreement. (See number under information and complaints)

Disclosure Statement: This statement includes information that must be made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services. The disclosure statement should be reviewed carefully.

Financial Information: Ask what types of financial documents are needed (bank statements, long term care insurance policies, etc.). Decide how much financing is needed in order to qualify to live in the ALR. Does the residence require a deposit or fee before moving in? Is the fee refundable, and, if so, what are the conditions for the refund?

Before Signing Anything: Review all agreements before signing anything. A legal review of the documents may provide greater understanding. Understand any long term care insurance benefits. Consider a health care proxy or other

advance directive, making decision about executing a will or granting power of attorney to a significant other may be appropriate at this time.

Resident Rights, Protection, and Responsibilities: New York State law and regulations guarantee ALR residents' rights and protections and define their responsibilities. Each ALR operator must adopt a statement of rights and responsibilities for residents, and treat each resident according to the principles in the statement. For a list of ALR resident rights and responsibilities visit the Department's website at http://www.nyhealth.gov/facilities/assisted_living/docs/resident_rights.pdf. For a copy of an individual ALR's statement of rights and responsibilities, ask the ALR.

LICENSING AND OVERSIGHT

ALRs and other adult care facilities are licensed and inspected every 12 to 18 months by the New York State Department of Health. An ALR is required to follow rules and regulations and to renew its license every two years. For a list of licensed ALRs in NYS, visit the Department of Health's website at www.nyhealth.gov/facilities/assisted_living/licensed_programs_residences.htm.

INFORMATION AND COMPLAINTS

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871.

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

Glossary of Terms Related to Guide

Adult Care Facility (ACF): Provides temporary or long-term, non-medical, residential care services to adults who are to a certain extent unable to live independently. There are five types of adult care facilities: adult homes, enriched housing programs, residences for adults, family-type homes and shelters for adults. Of these, adult homes, enriched housing programs, and residences for adults are overseen by the Department of Health. Adult homes, enriched housing programs, and residences for adults provide long-term residential care, room, board, housekeeping, personal care and supervision. Enriched housing is different because each resident room is an apartment setting, i.e. kitchen, larger living space, etc. Residences for adults provide the same services as adult homes and enriched housing except for required personal care services.

Adult Day Program: Programs designed to promote socialization for people with no significant medical needs who may benefit from companionship and supervision. Some programs provide specially designed recreational and therapeutic activities, which encourage and improve daily living skills and cognitive abilities, reduce stress, and promote capabilities.

Adult Day Health Care: Medically-supervised services for people with physical or mental health impairment (examples: children, people with dementia, or AIDS patients). Services include: nursing, transportation, leisure activities, physical therapy, speech pathology, nutrition assessment, occupational therapy, medical social services, psychosocial assessment, rehabilitation and socialization, nursing evaluation and treatment, coordination of referrals for outpatient health, and dental services.

Aging in Place: Accommodating a resident's changing needs and preferences to allow the resident to remain in the residence as long as possible.

Assisted Living Program (ALP): Available in some adult homes and enriched housing programs. It combines residential and home care services. It is designed as an alternative to nursing home placement for some people. The operator of the assisted living program is responsible for providing or arranging for resident services that must include room, board, housekeeping, supervision, personal care, case management and home health services. This is a Medicaid funded service for personal care services.

Disclosure Statement: Information made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a

statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services.

Health Care Facility: All hospitals and nursing homes licensed by the New York State Department of Health.

Health Care Proxy: Appointing a health care agent to make health care decisions for you and to make sure your wishes are followed if you lose the ability to make these decisions yourself.

Home Care: Health or medically related services provided by a home care services agency to people in their homes, including adult homes, enriched housing, and ALRs. Home care can meet many needs, from help with household chores and personal care like dressing, shopping, eating and bathing, to nursing care and physical, occupational, or speech therapy.

Instrumental Activities of Daily Living (IADL's): Functions that involve managing one's affairs and performing tasks of everyday living, such as preparing meals, taking medications, walking outside, using a telephone, managing money, shopping and housekeeping.

Long Term Care Ombudsman Program: A statewide program administered by the New York State Office for the Aging. It has local coordinators and certified ombudsmen who help resolve problems of residents in adult care facilities, assisted living residences, and skilled nursing facilities. In many cases, a New York State certified ombudsman is assigned to visit a facility on a weekly basis.

Monitoring: Observing for changes in physical, social, or psychological well-being.

Personal Care: Services to assist with personal hygiene, dressing, feeding, and household tasks essential to a person's daily living.

Rehabilitation Center: A facility that provides occupational, physical, audiology, and speech therapies to restore physical function as much as possible and/or help people adjust or compensate for loss of function.

Supplemental Security Income (SSI): A federal income supplement program funded by general tax revenues (not Social Security taxes). It is designed to help aged, blind, and disabled people, who have little or no income; and it provides cash to meet basic needs for food, clothing and shelter. Some, but not all, ALRs may accept SSI as payment for food and shelter services.

Supervision: Knowing the general whereabouts of each resident, monitoring residents to identify changes in behavior or appearance and guidance to help residents to perform basic activities of daily living.

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: EB

State of New York
Department of Health

1505

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 24 2020

NYS Department of Health
Reviewer's Initials: DB

12/10

160358-1

(Revised 02/2020)