



Brightview Port Jefferson

Residency Agreement

BRIGHTVIEW PORT JEFFERSON RESIDENCY AGREEMENT

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EXHIBIT

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RESIDENCY AGREEMENT

THIS RESIDENCY AGREEMENT (this “Agreement”) is made as of this _____ day of _____, 20____, between BV Port Jefferson Operator, LLC (“Operator”), (“Resident”, “You” or “you”), (“Resident’s Representative”, if any) and (Resident’s Legal Representative”, if any).

RECITALS

A. Operator is licensed by the New York State Department of Health to operate at 1175 NY State Route 112, Port Jefferson Station, NY 11776, an Assisted Living Residence known as Brightview Port Jefferson (the “Community”), and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence (“EALR”) and Special Needs Assisted Living Residence (“SNALR”).

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

C. Operator and Resident wish to enter into this Agreement to set forth the terms and conditions of your residency at the Community.

AGREEMENTS

I. Housing Accommodations and Services.

This Agreement shall commence on _____, 20____ and continue until terminated in accordance with the terms of this Agreement.

A. Housing Accommodations and Services.

1. **Your Room.** You have selected Room # _____ in which to live (the “Room” or “your Room”). You will have a personal and non-assignable right to live in your Room, subject to the terms of this Agreement and the House Rules (as defined in Section IX. You will be provided a key to your apartment that locks it, Operator shall retain an extra copy of the key to the lock. In the event that you lose the key to your Room, Operator shall provide a replacement key or, at your request, replace the lock, each at your expense in accordance with the cost of such replacement as set forth on the Fee Schedule (as defined in Exhibit A). By signing this Agreement, you acknowledge that you have inspected the Room and that, except as described on the “Room Inspection Report” attached to this Agreement as Exhibit F (the “Room Inspection Report”), (i) the Room is clean and in good condition and (ii) all lights and other equipment in the Room are in good working order. You further acknowledge that, except as set forth on the Inspection Report, Operator has not agreed to decorate, repair, replace or improve the Room except as expressly required in this Agreement.

2. **Common Areas.** You will be entitled to share with all other residents of the Community the use of the grounds and common facilities at the Community subject to the rules and regulations of the Community for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m. you will be provided access to a common area for the purpose of private visits. Specifically, you will be provided with private access to the following general purposes rooms: all game or activity rooms, dining rooms, lounges, courtyard areas and similar rooms specified for use by all residents (collectively, the “Common Areas”).

Operator may modify, expand or eliminate Common Areas in its sole discretion.

3. **Furnishings/Appliances Provided By Operator.** Attached as Exhibit G and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by Operator in your Room.

4. **Furnishings/Appliances Provided by You.** You may decorate and furnish your Room in accordance with your own individual tastes and preferences, provided, however, that you must obtain Operator's prior written approval prior to painting your Room and/or decorating or making any modifications that would affect the exterior appearance of your Room. Attached as Exhibit G and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You in Your living space. Such Exhibit also contains any limitations or conditions concerning what type of appliances are not permitted (e.g., due to amperage concerns, etc.). The use of appliances such as space heaters, electric blankets, toaster ovens, hot plates and similar items and devices in your Room are prohibited.

5. **Utilities.** The Fee Schedule (Exhibit A) sets forth those utilities included in your Monthly Fees. At your option and expense, you may obtain other utilities, such as cable service, telephone and internet service desired by you and approved by Operator.

6. **Maintenance and Repair.** Operator will be responsible for making all necessary repairs to your Room. However, you will be responsible for reimbursing Operator for the cost of any repairs to your Room that are not the result of normal wear and tear and not caused by Operator's negligent or intentional acts. You shall also be responsible for the costs of repair and restoration associated with damage to any other part of the Community which you cause through intentional or negligent acts. All costs for which you are responsible shall be billed to you and shall be due and payable within thirty (30) days of your receipt of such bill. Notwithstanding the foregoing, you and/or Resident's Representative retain any and all rights under law and equity, to contest the imposition of any such costs and fees, and to assert any claims you have against Operator for damages, losses, liabilities, obligations, property damages or other expenses of any type (including court costs and attorneys' fees) as ordered by a court of competent jurisdiction resulting from, arising out of or related to, the acts or omissions of Operator or its employees, agents or contractors.

You shall give Operator prompt notice of any repairs needed to your Room or any other part of the Community, including, without limitation, any plumbing malfunction, water leak, electrical problem or problems with heating and air conditioning equipment by notifying the Facility Administrator. In addition, you shall immediately report to Operator any inoperable window or door in your Room or within the Community by notifying the Facility Administrator. Except in the case of emergency maintenance needs, which shall be reported immediately to the Management Office and include loss of heat or air conditioning, fire, power failure, lack of running water, blocked drain, flooding and being locked out of your Room, all notices are to be in writing and submitted to the Management Office during normal business hours.

B. Basic Services. Included in your Basic Rate (as defined in Section III.A.1) are those services set forth on the Fee Schedule and designated as "included" on Exhibit A and

identified as “Service Package” (Exhibit B) and in accordance with your Individualized Service Plan (“ISP”).

1. **Meals and Snacks.** Three (3) scheduled nutritionally balanced meals per day, and nutritious snacks are available throughout the day (at Resident option), are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: [Regular; - No added salt; - Low Fat/Low Cholesterol; - Low Concentrated Sweets

Food and drink are available to you 24 hours per day, 7 days a week in the Juice Bar and Coffee & Servery near the Living Room.

2. **Activities.** 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 Community.

3. **Housekeeping.** Vacuuming, trash collection and general housekeeping services will be provided on a weekly basis or as otherwise needed in keeping with Your needs.

4. **Linen Service.** Towels and washcloths; a minimum of one (1) pillow, one (1) pillowcase, one (1) blanket, two (2) bed sheets, one (1) bedspread; all clean and in good condition are provided and laundered weekly, more frequently in accordance with your needs.

5. **Laundry of Your Personal Washable Clothing.** Laundering of your personal washable clothing at least once a week and more often as necessary as outlined in Your service plan. You are responsible for making arrangements to have cleaned any clothing that requires dry cleaning or pressing.

6. **Supervision on a 24-hour basis.** Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified by applicable law and regulation. Such supervision does not include one-on-one continuous supervision.

7. **Case Management.** Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. **Personal Care.** The Operator will provide a minimum of three and three-quarter (3.75) hours per week of personal services including: assistance with personal care including some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, medication acquisition, storage and disposal; assistance with the self-administration of medications. Up to five hours per week of Personal Care Services will be included as part of your Basic Services.

9. **Individualized Service Plan.** Operator will develop an Individualized Service Plan for You, which will be subject to revision as frequently as necessary to reflect Your changing needs. This Individualized Service Plan will be reviewed and revised at least every six months and whenever ordered by Your physician.

C. **Additional Services.** The following additional services are also available:

1. **Parking.** Parking is available to residents on a first come, first served basis, and the additional charge, if any, is set forth on the Fee Schedule (Exhibit A). The charge for parking is subject to change from time to time in accordance with this Agreement.

2. **Safety; Emergency Response; Unauthorized Access.** The Community is equipped with exterior lockable doors and windows, and a signaling system on the main entrance and courtyard doors that alerts employees to individuals entering or leaving the building. In addition, emergency signaling devices are provided at marked locations throughout the Community. Employees are available at all times to request emergency medical and protective services, such as police and ambulance service. Emergency medical, and protective services, are not furnished by Operator, and any costs related to those services are the sole responsibility of Resident. Notwithstanding the foregoing, you acknowledge, and agree that Operator is not an insurer of your person or property, and is not liable for personal injury or property damage, including but not limited to, damage to, loss or theft of vehicles or personal property of you or your guests, unless loss or damage is caused by Operator's actions or negligence, or the actions or negligence of Operator's employees, agents or contractors. It is recommended that you, at your expense, obtain insurance as set forth in Section XIV.D. below. Resident agrees to abide by the Community's rule which prohibit providing unauthorized access through locked doors or other means to non-residents.

3. **Community Scheduled Transportation.** Operator will furnish pre-scheduled transportation to pre-determined local areas. Transportation costs other than those incurred for regularly scheduled activities are the responsibility of Resident and shall be assessed according to the Fee Schedule (Exhibit A).

4. **Health Services.** Health services will be provided to you as set forth in Section D.1. below.

5. **Other Services – Additional and Supplemental Services.** Services not specified elsewhere in this Agreement may be made available to you for an additional charge as shown on the Fee Schedule (Exhibit A) under the heading "Additional Fees" and "Supplemental Fees".

D. **Health Services.**

1. **Health Care and Social Services.** You agree to retain, at your cost, a physician or other appropriate medical practitioner to care for your health. Operator will assist You in making arrangements to obtain services from Your personal physician, as well as other needed health related services such as social work; rehabilitation services; durable medical equipment; home health and hospice services; skilled nursing services that do not require continual medical or nursing care; oral health care; podiatry; dietary consultation services; counseling;

psychiatric services; and such other specialty health and social work services as you may require. The costs of these services are not included in the Monthly Fees and are the sole responsibility of Resident, however, Operator will assist You in coordinating such services. Regardless of the services needed and by whom such services are provided, You must meet the retention standards set forth in Section VIII of this Agreement.

2. **Licensure/Certification Status.** A listing of any providers offering home care or personal care services under an arrangement with Operator, and a description of the licensure or certification status of each provided is set forth in Exhibit D of this Agreement. Such Exhibit will be updated as frequently as reasonably necessary.

3. **Medication Management.** You may obtain medications from any pharmacy of your choosing. If Operator is assisting in administering medication, Operator shall ensure that all medications are stored and dispensed as required in the applicable regulations. If you are capable of self-administering medication, Operator shall periodically reassess you for the ability to safely self-administer. If you are incapable to self-administer medication, Operator shall ensure consultation, on-site review and assistance with administration of medications by staff as required under any applicable regulations for medication management. The costs of medication management services, including consultation, on-site review and assistance with administration of medications by staff are included in your Monthly Fees.

4. **Emergency Services.** Resident hereby authorizes Operator to obtain emergency health care services and/or supplies (including ambulance transportation and pharmaceuticals) at Resident's expense, **whenever**, in Operator's discretion, such services and/or supplies are deemed necessary (See Section III.E.4). In an emergency, Operator may transfer Resident immediately to an appropriate facility that can provide the type of services required by Resident.

In the event of an emergency, including, but not limited to, accident, fire, flood, power outage or act of God, Operator reserves the right to arrange for continuous, substitute accommodation and care of Resident. This includes, but is not limited to, transferring Resident to another assisted living residence and/or contracting with other parties or providers capable of furnishing the services covered under this Agreement. In the event of such an emergency, Resident may be assessed additional charges as are reasonable and necessary for services, materials, equipment and food supplies during such an emergency (See Section III.E.4).

II. Disclosure Statement.

Operator is disclosing information as required under Public Health Law Section 4658 (3). Such disclosures are contained in Exhibit H, which is attached to and made part of this Agreement.

III. Fees.

A. Basic Rate.

1. **Basic Rate.** The Community operates with a tiered fee arrangement, in which the amount of the Basic Rate that is due each month (referred to herein as "Monthly Fee") depends on the type of services provided. As such, your total Monthly Fee is composed of two

distinct fees as set forth in detail in Exhibit A, “Fee Schedule”: (1) the Room Home Fee, which includes the Basic Services set forth in Section I. B. of this Agreement and (2) the Levels of Service Fee, described in Exhibit B. If you elect such services, additional monthly fees for parking or pets will be invoiced along with your Monthly Fee.

Resident, Resident’s Representative and Resident’s Legal Representative agree that Resident will pay, and Operator agrees to accept, on a monthly basis, the basic service fee (the “Basic Rate”) and other monthly fees (together with the Basic Rate, the “Monthly Fees”) all as set forth on the Fee Schedule (Exhibit A) under the heading “Monthly Fees”, as well as any Additional Fees (defined below) incurred and not included as part of the Monthly Fees. Your Monthly Fees as of the date of this Agreement are \$_____ and are detailed on Exhibit A of this Agreement.

2. **Additional Fees.** Additional fees are charged for services, supplies, care or amenities that are in addition to those included in the Monthly Fee. In addition to the payment of the Monthly Fees, Resident shall be responsible for the payment of fees for additional services obtained by you in accordance with the schedule attached as Exhibit A and made a part of the Agreement (the “Fee Schedule”) and, subject to Section B below. In some cases, the law permits Operator to charge an Additional Fee without the express written approval of Resident (See Section III.E). Resident shall be responsible for the payment of any fees Operator incurs with respect to items or services not listed on the Fee Schedule or included in the Monthly Fees which are necessary for your continued health or safety (each an “Additional Fee” and collectively, the “Additional Fees”) pursuant to Section III.E below.

B. Supplemental or Community Fees.

1. A Supplemental Fee can only be charged for services that the Resident elects to receive and are actually supplied to the Resident, and are for services, supplies, or care that are in addition to the services and supplies included in Your Monthly Rate. A list of available Supplemental Services is included in Exhibit A.

2. A Community Fee is a one-time fee that Operator may charge at the time of admission. The Community Fee is non-refundable except that it is 100% refundable for any depositor prior to move-in if the depositor requires a higher level of care than can be provided by Operator or the depositor is not accepted for residency by Operator. The prospective Resident, once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee as a condition of residency in the Community, or to reject the Community Fee and thereby reject residency at the Community.

3. **Second Occupant.** If Your Room is occupied by two residents and the other resident surrenders the Room to You, Your obligation under this Agreement will continue in full legal force and effect, and the Basic Rate will be adjusted to reflect the single occupancy rate then in effect for the Room. This provision does not apply to companion suites.

C. Billing and Payment Terms. Operator will bill Resident each month in advance for the Monthly Fees during the period covered by such invoice. In addition, each monthly invoice will include all Additional Fees incurred by you for any and all services provided to you for the

prior month. Resident agrees to pay all such fees and charges on the first day of the month following receipt of the invoice from Operator. In addition, you shall be responsible for any cost or expense incurred by Operator with respect to (i) repair of any damage to your Room or other property of the Community caused by you or your guests beyond that of normal wear and tear, (ii) the enforcement of any provision of this Agreement, including, without limitation, filing fees and reasonably attorneys' fees, and (iii) any other fees or expenses for which you are responsible as otherwise set forth in this Agreement. The foregoing obligations are subject to your rights and the rights of Resident's Representative at law and equity, to contest the imposition of any such costs and fees, and to assert any claims you have against Operator for damages, losses, liabilities, obligations, property damages or other expenses of any type (including court costs and attorneys' fees) as ordered by a court of competent jurisdiction or as otherwise permitted by law. In the event the Resident can no longer make payments, Operator will initiate termination of this Agreement as outlined in Section XI.

D. Late Payments; Returned Checks. Late Payments; Returned Checks. In the event that you fail to pay any Monthly Fees or Additional Fees within five (5) days after same becomes due and payable, you shall also pay to Operator a late payment fee equal to five percent (5%) of such unpaid sum. Such late payment fee shall be in addition to the Monthly Fees or Additional Fee and shall be promptly paid to Operator. You shall be solely responsible for any fees charged to Operator with respect to the return of any check from you to Operator.

E. Adjustments to Basic Rate or Additional Fees.

1. Subject to the provisions of paragraphs 2, 3 and 4 below, Operator reserves the right to adjust the rates of any item set forth on the Fee Schedule upon forty-five (45) days advance written notice to Resident and thereafter Resident shall pay such adjusted rate. The Community Fee is a one-time fee, therefore, there can be no subsequent increase in a Community Fee once the Resident has moved-in.

2. If you, or your Resident Representative or Legal Representative agree in writing to a specific rate or fee increase, through an amendment of this Agreement, due to your need for additional care, services or supplies, Operator may increase such rate or fee upon less than forty-five (45) days written notice.

3. If Operator provides additional care, services or supplies upon the express written order of your primary physician, Operator may, through an amendment to this Agreement, increase the Basic Rate, the Monthly Fees or any Additional Fees upon less than forty-five (45) days written notice.

4. In the event of any emergency which affects you, Operator may assess Additional Fees for your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency without the requirement of prior written notice to you.

F. Room Hold Policy. If you temporarily leave the Community for an extended period, including, but not limited to times when you are on vacation or are transferred to an outside health care facility, and you ask Operator to "hold" your Room, you shall remain responsible for all Monthly Fees and Additional Fees due and owing under this Agreement during those periods.

The provision to reserve Resident's room does not supersede the requirements for termination, and Resident may choose to terminate this Agreement rather than reserve such space, provided that Resident must provide Operator with the appropriate required notice of such termination.

IV. Refund/Return of Resident Monies and Property.

Upon termination of this Agreement, Operator must provide you, your Resident Representative or Legal Representative or any person designated by you with a final written statement of your payment and, if applicable, personal allowance accounts at the Community not more than three (3) business days after you leave the Community.

In addition, Operator must also return at the time of your discharge, but in no case more than three (3) business days thereafter, any of your money or property which comes into the possession of Operator after your discharge. Operator must refund on the basis of a per diem proration any advance payment(s) which you have made.

If you die, Operator must turn over your property and refund payments to the legally authorized representative of your estate.

If you die without a will and the whereabouts of your next-of-kin is unknown, Operator shall contact the Surrogate's Court of the County wherein the Community 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 Operator upon admission or at any time, and provided Operator has agreed to accept such transfer of money, property or things of value, Operator shall enumerate the items given or promised to be given and attach to this Agreement a listing of the items given to be transferred. If applicable, such listing is or will be attached as Exhibit L and is made a part of this Agreement. Such listing shall include any agreements made by third parties for your benefit.

VI. Fiduciary Responsibility

It is the policy of the Operator to not hold resident funds. If at any time 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.

VII. Tipping.

Operator shall not accept, nor allow the Community 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.

VIII. Admission and Retention Criteria for an Assisted Living Residence.

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), Operator shall not admit Resident if Operator is not able to meet the care needs of Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within Resident's Individualized Services Plan. Operator shall not admit any resident in need of twenty-four (24) hour skilled nursing care.

2. Operator shall conduct an initial pre-admission evaluation of all perspective residents to determine whether or not the individual is appropriate for admission to the Community.

3. Operator has conducted such evaluation of You and has determined that You are appropriate for admission to the Community and that the Operator is able to meet your care needs within the scope of services authorized under the law and within the scope of services determined necessary for you under your Individualized Services Plan.

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

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

6. If you are residing in a "Basic" Assisted Living Residence and your care needs subsequently change in the future to the point that you require either Enhanced Assisted Living Care or twenty-four (24) hour skilled nursing care, you will no longer be appropriate for residency in the Basic Residence. If this occurs, Operator will take the appropriate action to terminate this Agreement, pursuant to Section X of this Agreement. However, if Operator also has an approved Enhanced Assisted Living Certificate, has a unit available and is able and willing to meet your needs in such unit, you may be eligible for residency in such Enhanced Assisted Living unit.

7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) chronically require the physical assistance of another person in order to walk; or (b) chronically required the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.

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

IX. House Rules.

During the term of this Agreement, Resident agrees to consult and comply with all reasonable rules and regulations of the Community (the "House Rules") and be bound by any future House Rules as adopted or modified by Operator upon delivery of same to Resident. Any

violation of the House Rules, as the same may be amended from time to time, shall be a breach of this Agreement, at which time Operator may initiate termination of this Agreement as outlined in Section X. Resident acknowledges receipt of the House Rules currently in effect, a copy of which is attached hereto as Exhibit C.

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

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

1. Payment of the Community Fee, the Monthly Fee and any Additional Fees as required in this Agreement.
2. Supply of your personal clothing and effects.
3. Payment of all of your medical expenses including transportation for medical purposes, except when payments 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 Operator with a dated and signed medical evaluation of your medical condition that conforms to regulations of the New York State Department of Health.
5. Promptly informing Operator of any change in your health status, physician or medications.
6. Promptly informing Operator of any change of name, address and/or phone number of your Resident Representative or Legal Representative.
7. Participate in the care planning process as needed with Operator; and
8. Assist Resident as necessary to maintain Resident's welfare and, to the extent that the Representative manages Resident's funds, refrain from misappropriating Resident's money such that monetary obligations under this Agreement;
9. Cooperate with the Operator in transferring Resident to a hospital, nursing home, or other medical facility in the event that Resident's needs can no longer be met by Operator;
10. Assist in removing Resident's personal property from the Room and, if applicable, any storage area, when Resident leaves the Community; and
11. In the event of death of Resident, communicate any preferences regarding funeral parlor or other final arrangements.

XI. Termination and Discharge.

This Agreement and your residency in the Community may be terminated in any of the following ways:

1. By mutual agreement between you and Operator.
2. Upon thirty (30) days prior notice from you or your Resident Representative to Operator of your intention to terminate this Agreement and leave the Community.
3. Upon thirty (30) days written notice from Operator to you, your Resident Representative, your next of kin, the person designated in this Agreement as the responsible party and any person designated by you.

The grounds upon which involuntary termination may occur are for the reasons listed below. If Resident objects to the involuntary termination, Resident has the right to seek legal action and termination can only take place if Operator initiates a court proceeding and the court rules in favor of Operator:

1. Your behavior poses imminent risk of death or imminent risk of serious physical harm to you or anyone else.
2. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of your Room, 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 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 Operator to obtain such benefits.
3. 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 Community.
4. Operator has had its/his/her operating certificate limited, revoked, temporarily suspended or Operator has voluntarily surrendered the operation of the Community.
5. 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 Community to other residences or is making other provisions for the residents' continued safety and care.
6. You require continual medical or nursing care which Operator is not permitted by law or regulation to provide.

7. Resident/Responsible Party purposely or knowingly misrepresents or withholds information on the Application for residency that would support a determination that the Resident was inappropriate for admission based on the Resident's needs or the services that the Community is licensed to provide.

8. After the date of this Agreement, Resident is charged with a criminal offense, the nature of which, in Provider's reasonable discretion, could endanger the safety or well-being of other residents, staff or visitors of the Community.

If Operator decides to terminate this Agreement for any of the reasons stated above, Operator will give you, your next of kin, and the person designated in this Agreement as the responsible party, a notice of termination and discharge, which must indicate a discharge date not less than 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. The issuance of a notice of termination does not preclude Operator and Resident from agreeing to mutually terminate this Agreement at any time.

You may object to Operator about the proposed termination and may be represented by an attorney or advocate. If you challenge the termination, 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 Operator.

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

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

If Operator proposes to transfer or discharge You, Operator must provide assistance to the extent necessary to assure, whenever practicable, your placement in a care setting which is adequate, appropriate and consistent with your wishes.

XII. Transfer.

Notwithstanding the above, Operator may seek appropriate evaluation and assistance and may arrange for your transfer to an appropriate and safe location, prior to termination of this Agreement and without thirty (30) days prior notice or, where applicable, court review, for the following reasons:

1. You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;

2. Your behavior poses an imminent risk of death or serious physical injury to yourself or others; or

3. 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 Community to other residences or is making other provisions for the residents' continued safety and care.

If you are transferred pursuant to this Section, in order to terminate this Agreement, Operator must proceed with the termination requirements as set forth in Section XI 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 the Community and if this Agreement is still in effect, upon your request you must be readmitted to the Community.

XIII. Vacating Room.

Upon the termination of this Agreement, you shall vacate your Room, remove all interior alterations made by you and restore your Room to its condition as of the date of your initial occupancy, ordinary wear and tear excepted. You understand that you will be responsible for all damage to your Room and shall remit any costs assessed by Operator to repair such damage in accordance with Section III.C above. You shall also surrender all keys, emergency call pendants and other similar items to your Room to Operator. You understand that you will be charged for any keys, emergency call pendants and/or other similar items that are not returned to Operator. Any personal belongings left by you in the Room or elsewhere at the Community and not claimed by you within thirty (30) days following Your termination date will be presumed to have been abandoned by you and Operator may, at its option, take possession of such belongings and at your reasonable expense, dispose of it in such a manner as Operator, in its reasonable discretion, deems appropriate. Resident or Resident's Representative retains any and all rights under law and equity, to contest the imposition of any such costs and fees.

XIV. Resident Rights and Responsibilities.

A. Resident's Rights and Responsibilities. Attached as Exhibit E 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 Community. Operator agrees to treat you in accordance with such Statement of Resident Rights and Responsibilities.

B. Right of Entry. Operator reserves the right to enter your Room at any time with reasonable notification to Resident for inspection or servicing, in order to maintain your Room in a safe and healthy condition, or, without notification, to respond to an emergency. Resident is not permitted to change the entry locks, and Resident is required to cooperate with Operator to permit entry as necessary. Operator or its associates will knock, announce him/herself, and receive permission to enter before entering your Room, and will schedule entry in advance if possible.

C. Responsibility for Damages. Any loss to real or personal property of Operator due to the fault, negligence or intentional misconduct of Resident, shall be paid for by Resident upon presentation of a suitable written invoice. Resident is responsible for any injury, illness or damage to any other resident due to the fault, negligence or intentional misconduct of Resident.

At no time will the Operator be liable for loss or damages to any person or property unless loss or damage is caused by Operator's actions or negligence or the actions or negligence of Operator's employees, agents or contractors. Resident or Resident's Representative retains any and all rights under law and equity, to contest the imposition of any such costs and fees. Operator assumes no responsibility for the actions or omissions of Resident whether intentional or unintentional. Operator is responsible for loss or damage if the loss or damage was caused by the Operator's action or the negligence or that of the Operator's employees, agents or contractors as determined by a court of competent jurisdiction or as otherwise permitted by law.

D. Insurance. Losses or damages to Resident's furnishings or personal effects whether in your Room or the Community **are not** covered by Operator's insurance. Residents are strongly encouraged to arrange for insurance coverage of his/her personal items.

XV. Complaint Resolution.

A. Grievance Procedure. Resident agrees to direct all suggestions, complaints or grievances, on behalf of Resident or other residents, directly to Operator's Executive Director. Upon receipt of Resident's suggestion, complaint or grievance, the Executive Director shall consult with the appropriate staff and respond to Resident, within seventy-two (72) hours.

In the event that Resident is dissatisfied with the response or decision of the Executive Director, Resident may appeal this response or decision directly to the Regional Director of Operations, in writing, at Brightview Senior Living, 218 North Charles Street, Suite 220, Baltimore, MD 21201.

Operator agrees that residents of the Community may organize and maintain councils or such other self-governing body as residents may choose. 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, which is a federal advocacy program dedicated to protecting people living in long term care facilities. 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. The statewide toll free number for the Long Term Care Ombudsman Program is 1-855-582-6769. The local number is 631-470-6755.

Complaint handling is also a service of the New York State Department of Health, Centralized Complaint Intake Program, which can be reached at 1-866-893-6772

XVI. Miscellaneous Provisions.

1. **Entire Agreement.** This Agreement (which includes all exhibits and attachments) constitutes the entire agreement of the parties, and supersedes all prior agreements and representations, except the representations set forth in Resident's application. Resident acknowledges and agrees that Operator has relied upon the representations in Resident's application.

2. **Amendments.** 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. **Document Availability.** The parties agree that this Agreement, any other assisted living residency agreements and related documents executed by the parties shall be maintained by Operator in the Community files from the date of execution until three (3) years after this Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

4. **Waiver.** Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

5. **Assignment.** This Agreement is between Resident and Operator, and the rights and privileges as to the Room, the Community and services shall not be subleased, transferred or assigned by Resident. Operator's rights and obligations under this Agreement are transferable and/or assignable and consent of Resident is not required for the transfer or assignment of such rights and obligations.

6. **Forms made as Part of This Agreement.** The information submitted by Resident to Operator in applying for admission to the assisted living residence is made a part of this Agreement, including but not limited to Resident's application, medical information and records, confidential financial statement, and, if necessary, personal guaranty. Resident acknowledges that Operator will rely on Resident's statements made on these forms, and warrants that all statements are true, complete and correct.

7. **Guardianship and Powers of Attorney.** Operator's owners, directors or associates will not seek and may not be assigned power or attorney or guardian for Resident.

8. **Waiver of Breach, Not General Waiver.** Subject to applicable laws and regulations, delay or failure on the part of either party to bring any action or enforce any right as against another party to this Agreement shall not be a waiver of You or the Operator's right. The receipt by Operator of any sums due under this Agreement with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach.

9. **Notices.** All notices permitted or required under this Agreement shall be in writing. Notice to Operator shall be deemed delivered if personally delivered to the Executive Director of the Community, who will acknowledge receipt thereof, or if sent by Registered U.S. Mail, Return Receipt Requested, to the Executive Director of the Community at the Community's address, or such other address as Operator may designate in writing to Resident. Any notice, bill, statement or communication which Operator may desire or is required to be given to Resident under this Agreement, shall be deemed delivered if delivered personally to Resident, or if sent by Registered U.S. Mail, Return Receipt Requested to Resident at the Room address or such other address as Resident may designate in writing to Operator.

10. **Governing Law and Venue.** It is the intention of the parties that this Agreement shall be construed and enforced in accordance with the laws of the State of New York. In the event

of a dispute, Operator and Resident agree that venue is proper in the courts of Westchester County, New York.

11. **Medical Releases.** During the course of delivery of your care, the Operator will, as it is required to under its license, establish linkages with and arrange for services from public and private sources for income, health, mental health and social services. The Operator will assist the resident in making arrangements to obtain services, examinations and reports needed to maintain or document the maintenance of the resident's health or mental health. Additionally, the Operator will receive medical information about You from Your medical and mental health providers. The Operator is required by law to treat as confidential all personal, social, financial and health records. By signing this Agreement, you consent to the use of your private information as outlined in this paragraph.

12. **Consent for Photos and Recordings.** Resident understands that situations may arise within the Community where residents are photographed or recorded on audio/video. It is the policy of the Operator to include your photo in your Medication Assistance Record. The Operator also seeks your consent to use your photograph for other purposes, including on our website, in our activities program and on our social media. By executing the Optional Photo Waiver (Exhibit J), you hereby consent to the use of your photograph by Operator for promotional purposes.

13. **Pets.** Without the prior written consent of Operator, visiting pets are not permitted within the Community. Residents wishing to have a pet reside with them must abide by the house rules pertaining to pets and execute the pet waiver at (Exhibit I). Service animals are not subject to the pet policy.

14. **Smoke Detector Notice.** Your Room is equipped with a dual-powered smoke detector. The Community's smoke detection systems will be inspected or tested by a service company at least once every 12 months, or more frequently if required by local codes.

15. **Severability.** If any provision of this Agreement or the application thereof shall, for any reason, be invalid, illegal or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

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 Operator's Representative)

(Optional) Personal Guarantee of Payment

_____ personally guarantees payment of charges for your Monthly Fees and Additional Fees.

_____ personally guarantees payment of charges for the following services, materials or equipment provided to you and that are not covered by your Monthly Fees and Additional Fees:

(Date)

Guarantor's Signature

Guarantor's Name (Print)

(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 Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of your Monthly Fees and Additional Fees and any agreed upon charges above and your Monthly Fees and Additional Fees from either your personal funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to meet your obligations under this Agreement.

(Date)

(Guarantor's Signature)

Guarantor's Name (Print)

EXHIBIT A

FEE SCHEDULE

Assisted Living Fee Schedule

Resident(s):

Effective Date:

Room:

YOUR MONTHLY FEE SUMMARY

Monthly Room Home Fee

+ Based on Second Person Occupancy ____ yes ____ no

+ Service Package

+ Pet Fee

+ Parking Fee

+ Other

Total Monthly Fees

Resident Signature: _____ Date: _____

ROOM HOME FEE – ALR and EALR Only

Small Studio (up to 320 sq. ft.)	\$5,512/month
Studio (up to 355 sq ft.)	\$6,412/month
Studio Deluxe (up to 385 sq ft.)	\$6,637/month
One Bedroom (up to 565 sq ft.)	\$7,537/month
Two Bedroom (up to 850 sq ft.)	\$8,886/month
Companion Suite	\$5,330/month

Levels of Service (For ALR and EALR only)

Base Service Fee	Included
Service Package One	\$800/month
Service Package Two	\$1,600/month
Service Package Three	\$2,400/month

ROOM HOME FEE – Wellspring SNALR Only

Small Studio	\$8,445/month
Studio	\$8,661/month
Studio Plus	\$8,878/month
One Bedroom	\$9,959/month
Companion Suite	\$7,580/month

Levels of Service Wellspring (SNALR only)

Base Service Fee	Included
Service Package One	\$800/month
Service Package Two	\$1,600/month
Service Package Three	\$2,400/month

ADDITIONAL FEES

Second Person Fee	\$2,250/month
Pet Fee (Resident may elect to pay a one-time fee of \$500 in lieu of the monthly fee)	\$25/month
Parking Fee for 2 nd Vehicle	\$50/month

Community Fee

Community Fee (one-time)

SUPPLEMENTAL FEES

Dining Services

Resident Meal – (Breakfast, Lunch & Dinner)	Included
Guest Meals – Breakfast	\$5/person
Guest Meals – Lunch	\$8/person
Guest Meals – Dinner	\$10/person
Room Service Delivery	\$5
Private Dining Room Service (private dining room must be reserved in advance)	Included
Catering Services	Priced per event
External Restaurant Meals (voluntary group restaurant outings)	At Cost

Office Services

Stamps (available from the Concierge)	At Cost
Photocopies (5 or more pages)	\$0.10/page
Fax – Outgoing	Included
Fax – Incoming (over 5 pages)	\$0.10/page
Long Term Care Insurance Paperwork	\$10

Transportation

Community Scheduled (i.e. community/group events, local shopping centers, medical appts, etc.)	Included
Resident Scheduled (available on a limited basis within 15 miles of community-1 hr. minimum)	\$25/hour

Maintenance & Housekeeping

Basic Housekeeping and Flat Linen Service – Bi-Weekly	Included
Deep Cleaning – Annually (completed in conjunction with your annual anniversary)	Included
Carpet Extraction	\$20/hour
E-Call Pendant Replacement	\$150
Replacement Keys (Room/Mailbox/Etc.)	\$10/each
Change Lock (upon request)	\$75/each
Light Bulb Replacement and Installation for Personal Items (CFL only)	\$5/ each
Storage Cage (secured unit in addition to in-room storage)	\$20/month

Utilities

* There is no charge for electric, gas, water, sewer services and trash removal.

Cable – Basic Cable Package	Included
Premium Cable	At Cost

Telephone	At Cost
Internet - Basic Wireless Internet (additional cost for streaming services)	Included

Miscellaneous:

Continence Convenience Program (Provides Product Only, Residents may elect to supply their own product)

Occasional User (1-4 products per day)	\$75/month
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Every Day User (5 or more products per day)	\$200/month
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Non-sufficient Funds/Bounced Check	\$25/each
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Salon/Barber Services (Resident will be billed monthly by Provider on behalf of Salon/Barber)	At Cost
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NOTE: Pricing of Supplemental Fees are subject to change on 45 days notice.

EXHIBIT B

All Residents receive the Basic Services described in Section I. B. without any charge, including up to 3.75 hours of personal care per week.

ASSISTED LIVING SERVICE PACKAGE DESCRIPTIONS

Service Package 1: This package provides up to 10 hours of personal care each week.

Service Package 2: This package provides up to 15 hours of personal care each week.

Service Package 3: This package provides up to 20 hours of personal care each week.

Service Package 4: This package provides up to 25 hours of personal care each week.

Service Package 5: This package provides up to 30 hours of personal care each week.

WELLSPRING VILLAGE (SNALR) SERVICE PACKAGES

Wellspring Village Service Package 1: Up to 25 hours of personal care each week.

Wellspring Village Service Package 2: Up to 30 hours of personal care each week.

Wellspring Village Service Package 3: Up to 35 hours of personal care each week.

Wellspring Village Service Package 4: Up to 40 hours of personal care each week.

Wellspring Village Service Package 5: Up to 45 hours of personal care each week.

EXHIBIT C

HOUSE RULES

MOVING: The time and date of move-ins and move-outs from the Community shall be coordinated through the Management Office. Move-in and move-out times, dates, entry points and elevators are limited so as to be least disruptive to the other resident's right to the quiet use and enjoyment of the Community. Residents must properly dispose of and "break-down" packing cases, barrels, and boxes.

QUIET ENJOYMENT: All residents have the right to the quiet use and enjoyment of their Room and the Common Areas. For the consideration of all, Resident agrees not to play or allow to be played any, radio, stereo equipment, television, musical instrument or operate any other thing so as to permit noise or vibrations to be transmitted beyond his/her Room.

Operator acknowledges the right of residents to entertain friends and to have guests, but requires that order and tranquility prevail. Loud, improper or disruptive conduct that might disturb or offend other residents is not permitted.

MINORS: Resident understands and agrees that persons under fourteen (14) years of age shall not be left unattended in or about the Community and must be under the supervision of Resident or a responsible adult at all times.

APPROPRIATE ATTIRE: Residents and guests are required to be appropriately dressed when in any Common Area of the Community. Your "Resident Handbook" will help further clarify what is and is not appropriate.

NO SMOKING OR VAPING: In the interest of a safer and healthier environment for our residents, guests and associates, the entire community and grounds are smoke free and vape-free. Therefore, smoking, or use of any tobacco product, is prohibited anywhere in the building or on the grounds of the community. This includes, but is not limited to, all resident rooms, patios and decks; all common areas such as the living room, dining room, pub, café, library, stairwells, etc.; and the community grounds such as the courtyards, walkways, parking lots, including in cars parked on the lot.

Residents are responsible for informing their guests of the Smoke-Free Policy and shall not permit guests to smoke anywhere in the community or on the grounds of the community.

FIREARMS/WEAPONS: Firearms and other weapons are not permitted in your Room or in any other part of the Community.

FLAMMABLE MATERIALS: Residents are not permitted to store gasoline, paint or other flammable materials in their Room or any other part of the Community. If Resident requires the use of oxygen, Resident must have written approval from Operator and comply with all reasonable rules regulations with respect thereto.

ALCOHOL: Alcoholic beverages are not permitted in any of the Common Areas of the Community. At Operator's sole discretion, alcoholic beverages may be permitted in limited areas (i.e. the pub) and during limited events (i.e. happy hour; annual holiday party; etc.). If your primary care physician or other prescribing physician has ordered that you refrain from alcohol consumption, you have the right to decide if you will follow the order, however, the Operator reserves the right to limit or refuse alcoholic beverages to an any person who is creating a danger to others.

CLEANING AND EXTERMINATION: Residents agree to cooperate with and abide by Operator's instructions if necessary, in conducting extermination of insects and rodents.

EVACUATION DRILL: Evacuation drills will be held periodically to help ensure that resident and associate procedures are well known, understood, effective and efficient. If the alarm sounds, you agree to participate in the drill and to follow the evacuation protocols as outlined in your Resident Handbook and/or found in your Room (generally posted on the back of the main door).

SOLICITATIONS: Solicitation of residents is strictly prohibited. Residents should contact the front desk or Management Office if disturbed.

RELATIONSHIPS BETWEEN RESIDENT AND ASSOCIATES: Operator instructs the associates (employees) to be cordial and helpful to residents. The relationship between residents and associates should remain professional and at arm's length. Associates are supervised solely by Operator's management staff and not by residents. Any complaints about associates or requests for special assistance must be made to the appropriate department head (supervisor) or to the Executive Director.

Giving gratuities to or bequests to individual associates or their family members is not permitted under any circumstance. Notwithstanding the no tipping policy, Residents may participate in voluntary resident council programs and activities which benefit the associates.

Operator's associates cannot be hired as any resident's private duty personnel while in the Community's employment, and for one year after employment, without the prior written consent of the Operator.

DELIVERIES AND PACKAGES: The Management Office will accept deliveries for you when you are not home.

IN ROOM DECORATION AND HANGINGS: Residents shall not use adhesive materials for hanging or affixing anything to the walls of their Room. If holes are cut into the walls, you will be responsible for properly spackling and sanding the wall prior to vacating your Room. You shall not be required to spackle small or normal size nail holes. Painting and wall papering are not permitted without written consent of Operator. Resident shall not use adhesive-backed liners on any shelves or in any kitchen or bathroom cabinets.

COMMON AREAS: Articles, decorations and/or other personal property may not be left in or upon any Common Area of the Community without the prior written approval of Operator. This

includes the hallway floors and walls immediately adjacent to any room. Holiday decorations in any Common Area of the Community will be limited to those provided by Operator.

DOOR DECORATIONS: Operator will allow seasonal door decorations but reserves the right to require any damages caused by the decorations to be repaired within a reasonable amount of time from when the damage occurred. Additionally, you agree not block the room number and understands that electrical ornaments may not be used at any time.

BALCONIES & PATIOS: (If applicable) If the Resident would like to furnish their balcony/patio, then the Resident agrees to use appropriate outdoor furnishings that do not detract from the overall image and feel of the Community. Storage and use of grills on balconies and/or patios is prohibited. Indoor/outdoor carpeting placed on balconies must be pre-approved in writing by Operator.

SIGNS & ADVERTISEMENTS: Signs, advertisements, notices of any kind or any other article may not be placed in or hung from windows or other exterior or interior portions of the Community without Operator's prior written consent.

STORAGE: (If applicable) Storage lockers will be leased on an "as available basis". Residents shall be permitted to secure any leased storage locker with a lock provided by such resident. The cost to rent a storage locker is set forth on the Fee Schedule attached as Exhibit A. Items stored in the resident storage area must be packed in sturdy containers and legibly labeled with Resident's name and Room number. No furniture or large items are permitted in the storage area.

PETS: All pets must be kept on a leash or in a cage when outside of your Room and at all times when associates are performing services in your Room. Unless in a cage, otherwise approved in writing by Operator or required under applicable law, no pet is permitted in the elevators. All pets must be indoor pets and must be spayed or neutered, as appropriate. Residents must clean up and dispose of all pet droppings in appropriate trash receptacles.

PLUMBING FIXTURES: Toilets, sinks, and other water and sewer apparatus and fixtures shall be used only for the purposes for which they were designed. No articles which can reasonably be expected to cause blockage shall be placed in them. Particular care shall be made to not flush sanitary napkins or disposable diapers in the toilets. The cost to repair any damage resulting from the misuse of plumbing apparatus shall be borne by Resident. Resident or Resident's Representative retains any and all rights under law and equity, to contest the imposition of any such costs and fees, and to assert any claims you have against Operator for damages, losses, liabilities, obligations, property damages or other expenses of any type (including court costs and attorneys' fees) as ordered by a court of competent jurisdiction.

PARKING AREAS: One car per room may be parked in the Community lot free of charge, on a first-come first-served basis in the areas designated for resident parking. Each resident in a two-person companion suite will be permitted to park one car in the Community lot free of charge. For additional vehicles, parking fees will be charged as outlined in the Fee Schedule, if space is available. Any additional vehicles must be parked elsewhere unless Resident has obtained prior written approval of Operator. Only regularly operated automobiles owned by residents shall be parked in the resident parking areas. Abandoned and unauthorized vehicles may be towed from

the area at the owner's expense. All visitors may park in spaces designated for visitors. The parking of boats, trailers or commercial vehicles with six (6) or more wheels is prohibited anywhere on the property.

Residents are not permitted to park in the areas designated for Visitors and Employees. Residents shall use reasonable efforts to ensure their guests park in the Visitor parking spaces only. Residents shall use reasonable efforts to ensure their guests do not park in loading areas unless they are actively in the process of loading or unloading.

Residents shall provide Operator with the make, model, year, state or registration card and license tag number of the vehicle owned and operated by Resident which is parked in the lot. All unauthorized vehicles will be towed at the owner's expense.

The washing of cars will not be permitted on the premises. Residents are not to perform any repairs, such as changing oil or tuning engines, on their cars in the Community parking areas.

DOORS & SAFETY: For the safety of all residents, no resident shall keep the front door of his/her room propped open at any time. All room doors are fire-safe coded doors. Propping the doors open endangers the lives of residents. No resident shall keep the stairwell or emergency exit doors propped open at any time. Residents are to insure that doors close securely behind them when entering or leaving their room or the Community. All visitors must enter through the main doors of the building. Keys to the rooms or the Community are not to be loaned or duplicated.

MOTORIZED SCOOTERS: Operator prefers that motorized scooters not be driven within the Community. By signing this Agreement, residents who use a scooter agree to the following:

- To operate scooters in a manner safe to the other residents and associates in the building;
- Scooters must be stored in the Resident's room and may not be left in the hallways or other Common Areas of the Community unless in pre-approved parking areas as determined by Operator;

PRIVATE DUTY COMPANIONS AND NURSES: Generally, you may employ private duty companions and nurses, provided that they agree in writing to comply and actually do comply with Operator's private duty personnel policies. Companions are permitted to provide social and non-personal care supports to a resident, but may not provide any personal care. Residents are not permitted to hire private duty nurses or companions that are employed at their Brightview Senior Living community. All private duty companions and nurses must, at their expense, their agency's expense or the expense of the resident have (1) a criminal background check, (2) drug screening, (3) health screening, (4) workers compensation coverage, as required by state law, (5) general liability coverage of \$1M.

All private duty nurses and companions must (1) sign in and out of the facility each day, (2) notify the community's executive director of any planned overnight stays, (3) be present at the community only when providing services to the resident; (4) wear a name tag or badge, (5) refrain from parking in spaces reserved for residents, (6) refrain from cell phone use in common areas, (7) refrain from eating their meals in the dining room, (8) refrain from wearing scrubs,

nursing uniforms or other clothing that may give the appearance that the individual works for Brightview Senior Living.

The failure of private duty companions and nurses to abide by these rules will result in a bar from that companion or nurse working in the community.

CAMERAS: Certain communities may have security cameras, audio or visual surveillance, or security officers which are there to help protect against or deter theft and other criminal activity. Such measures are not intended to guaranty the safety and security of the Community or the residents and you should not rely on these measures for your safety. You should always take notice of your surroundings and take reasonable steps to protect yourself and your property at all times.

We are aware that some Residents and/or Authorized Parties (those who have been legally appointed by court to make personal decisions on behalf of the Resident) may choose to place cameras in their room. These cameras are allowed provided the following conditions are met:

- The resident or authorized party (as outlined above) consent to the camera and its location in the room, and any audio, audio-visual recording is compliant with applicable state law. It is the resident or authorized party's responsibility to assure that any recording is compliant with such law;
- Cameras may not be located in a bathroom or with line of sight to any common areas (i.e. cannot capture those passing by in the hallway corridors);
- Resident/Authorized Party acknowledges that they must secure and pay for a private internet connection in order to stream the video through the internet.

EXHIBIT D

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

EXHIBIT E

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 community 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 community'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 community to work for improvements in resident care;
- (E) Every resident shall have the right to manage his or her own financial affairs;
- (F) Every resident shall have the right to have privacy in treatment and in caring for personal needs;
- (G) Every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;
- (H) Every resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the community, 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 operator or any person affiliated with 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 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 community 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 community;

(P) Every resident shall have the right to written notice of any fee increase not less than forty-five (45) days prior to the proposed effective date of the fee increase; provided, providing additional services to a resident shall not be considered a fee increase pursuant to this paragraph; and

(Q) Every resident of an assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have the right to be informed by operator, by a conspicuous posting in the residence, on at least a monthly basis, of then-current vacancies available, if any, under operator's enhanced and/or special needs assisted living programs.

Waiver of any of these resident rights shall be void. A resident cannot lawfully sign away the above-stated rights and responsibilities through a waiver or any other means.

EXHIBIT F
ROOM INSPECTION REPORT

Please complete and return to the Concierge within 5 days

Resident Name:
Room #:
Move-In Date:
Room Type/Style:
Move-Out Date:

Please review the list of items below and place an 'X' in the YES or NO column to notify whether the room is in good condition and working order. For any items you selected 'NO', list that item number and provide a description of the condition in the chart "Description of Unsatisfactory Conditions." **Mark N/A in the 'YES' column for the items that do not apply to your room.**

Item #	ITEM	MOVE-IN		MOVE-OUT	
		YES	NO	YES	NO
Living Room & Dining Room					
1	Cleanliness				
2	Patio Door/Screen				
3	Closets, Tracks, Knobs				
4	Light Fixtures				
5	Doors, Walls, Ceilings				
6	Carpet				
7	Windows/Screens/Blinds				
Bedroom(s)/Den					
8	Cleanliness				
9	Windows/Screens/Blinds				
10	Carpet				
11	Doors, Walls, Ceilings				
12	Closets, Tracks, Knobs				

Item #	ITEM	MOVE-IN		MOVE-OUT	
		YES	NO	YES	NO
Kitchen					
13	Cleanliness				
14	Refrigerator				
15	Sink/Faucet				
16	Floor Tile				
17	Cabinets/Drawers				
18	Light Fixtures				
19	Walls, Ceilings				
Bathrooms					
20	Cleanliness				
21	Toilet				
22	Sink/Faucet				
23	Shower/Shower Head, Rod				
24	Cabinets				
25	Mirror				
26	Light Fixtures				
27	Towel Bars/Grab Bars				
28	Flooring				
Miscellaneous					
29	Walls, Ceilings, Flooring				
30	Front Door				
31	Smoke Detectors				
32	Heat/Air Conditioning				
33	Switches/Outlets				
34	Water Heater				

I have inspected the room and find everything to be in order as indicated.

Item #	Description of Unsatisfactory Conditions

Resident Signature: _____

Date Completed: _____

Internal Use ONLY from this point

Move In Inspection

Reviewed by: _____

Provider Signature & Date

Provider agrees to make the following upgrades to the room as stated below:

Move Out Inspection

Reviewed by: _____

Provider Signature & Date

EXHIBIT G

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR **FURNISHINGS/APPLIANCES PROVIDED BY YOU**

As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes Rules, and Regulations, if not supplied by you, the Operator will provide you with:
(Please check if provided by operator or by you)

ITEM	Furnished by Operator	Furnished by You
a standard single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition	☐	☐
a clean, comfortable, well-constructed mattress, standard in size for the bed	☐	☐
a clean comfortable pillow of average bed size	☐	☐
two (2) sheets	☐	☐
Pillowcase	☐	☐
at least one (1) blanket	☐	☐
a bedspread	☐	☐
towels and washcloths	☐	☐
individual dresser	☐	☐
a chair	☐	☐
a table	☐	☐
a lamp	☐	☐
Soap	☐	☐
toilet tissue	☐	☐
lockable storage facilities, which cannot be removed at will, for personal articles and medications;	☒	N/A
closet space for the storage of resident clothing	☒	N/A
a hinged, lockable entry door;	☒	N/A
in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy	☒	N/A

The following items are not required, but are allowed to be furnished by the Operator or by You.
(Please check if provided by operator or by you)

ITEM	Furnished by Operator	Furnished by You
Refrigerator	☐	☐
Window Treatments	☐	☐
Couch	☐	☐
Easy Chair	☐	☐
Night Stand	☐	☐
Waste Basket	☐	☐
Other: _____	☐	☐
Other: _____	☐	☐
Other: _____	☐	☐

Residents are **NOT ALLOWED** to bring the items below:

- Weapons of any kind
- Microwave Ovens
- Electric Blankets
- Items with heating element
- Hot Plates
- Portable Heaters
- Electrical Extension Cords
- Any lamps, or other electrical appliances with frayed cords or exposed wire

EXHIBIT H

DISCLOSURE STATEMENT

BV Port Jefferson Operator, LLC (“Operator”) as operator of Brightview Port Jefferson (the “Community”), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit K.

2. Operator is licensed by the New York State Department of Health to operate at 1175 NY State Route 112, Port Jefferson Station, NY 11776 an Assisted Living Residence as well as an Adult Home.

3. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence for up to 90 Residents and a Special Needs Assisted Living Residence for up to 28 residents.

4. The owner of the real property upon which the Community is located is Brightview Port Jefferson LLC. The mailing address of such real property owner is 218 N. Charles Street, Suite 220, Baltimore, Maryland 21201. The following individual is authorized to accept personal service on behalf of such real property owner – Executive Director at address 1175 NY State Route 112, Port Jefferson Station, NY 11776.

5. The Operator of the Community is BV Port Jefferson Operator, LLC. The mailing address of Operator is 218 N. Charles Street, Suite 220, Baltimore, Maryland 21201. The following individual is authorized to accept personal service on behalf of Operator: – Executive Director at address 1175 NY State Route 112, Port Jefferson Station, NY 11776.

6. List any ownership interest in excess of ten percent (10%) on the part of Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Community. -- NONE

7. List any ownership interest in excess of ten percent (10%) (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of the Community, in Operator. -- NONE

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

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. 631-470-6755 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltombudsman.ny.gov.

EXHIBIT I

PET ADDENDUM

This is an addendum to the Residency Agreement between BV Port Jefferson Operator, LLC (the “Operator”) and _____ (Resident Name).

This addendum will confirm that the Resident has the approval of the Operator to have one pet in Your room that at full maturity, weighs no more than twenty-five (25) pounds. The Resident will register the pet with the Operator and supply Operator annually records of all appropriate vaccinations. Resident accepts full responsibility for any pet and its care and should the Resident become unable to care for the pet or the pet poses a risk to the Resident or to other residents or staff in the community, the Operator will request and the Resident must arrange to make alternate housing arrangements for the pet.

The Resident agrees by signing this addendum to abide by the Operator’s rules for pets as set forth in the House Rules included in the Residency Agreement, including:

The Resident further agrees to make payment of a one-time pet fee of \$500.00 or the payment of a monthly pet fee of \$25. These fees are non-refundable.

Resident’s Name (print)

Signature of Resident/Responsible Party

Date Signed

Signature of Provider’s Executive Director

Date Signed

EXHIBIT J

OPTIONAL PHOTO WAIVER

This is an addendum to the Residency Agreement between BV Port Jefferson Operator, LLC (the “Operator”) and _____ (Resident Name).

I, _____, do _____ do not _____ give Operator permission to use photographs or videos taken of me while I am a Resident at the Community. I understand that these may be used for public relations, presentation and promotional purposes and that I will receive no compensation if any of the photographs or videos is used by Operator.

I do _____ do not _____ give The Community permission to release my photo to the local authorities and news media in the event that I cannot be located by staff members at the facility.

EXHIBIT K
CONSUMER INFORMATION GUIDE

CONSUMER INFORMATION GUIDE:
ASSISTED LIVING RESIDENCE

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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 is 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 room, 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 meet their 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, room 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 room 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 room); 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.

Glossary of Terms Related to Guide

Activities of Daily Living (ADL): Physical functions that a person performs every day that usually include dressing, eating, bathing, toileting, and transferring.

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 room 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 wellbeing.

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.



State of New York Department of Health

EXHIBIT L
TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

1. NONE
2.
3.
4.
5.
6.
7.
8.
9.
10.