

NETHERBAY AT BAY SHORE

RESIDENCY AGREEMENT

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NETHERBAY AT BAY SHORE

RESIDENCY AGREEMENT

This agreement is made between Bay Shore Senior Management LLC, (the "Operator");

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

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

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

RECITALS

- A. The Operator is licensed by the New York State Department of Health to operate at 36 S. Clinton Ave., Bay Shore, NY 11706 an Assisted Living Residence known as Netherbay at Bay Shore, and as an Adult Home.

Select all that apply:

☐ The Operator does not have any additional certifications at this location.

☒ The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.

☒ The Operator is certified to operate, at this location, a Special Needs Assisted Living Residence.

- B. You have requested to become a Resident at Netherbay at Bay Shore and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services

Beginning on **MM/DD/YYYY**, the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Living Space:** You may occupy and use a

☐ private or ☐ semi-private living space

as identified on Exhibit I.A.1, subject to the terms of this Agreement.

2. **Common areas:** Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations, at Section 485.14(b), coupled with federal regulation at Title 42 of the Code of Federal Regulations at Section 441.301(c)(5), 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 unrestricted access to common areas at Netherbay at Bay Shore. Specifically, you will be provided with unrestricted access the following general-purpose rooms: Bistro, Library, Lounge, Recreational Activity Area

Select One:

- ☒ Unrestricted access to at least one general purpose room is accessible 24 hours per day, seven days a week.
- ☐ Use of these general-purpose rooms outside this timeframe may be accommodated as follows:
3. Furnishings/Appliances Provided by The Operator: Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your living space.
4. Furnishings/Appliances Provided by You: Attached as Exhibit I.A.4. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You in Your 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.).

Room Assignment. This Agreement is not a lease. The Operator may change your room assignment, to a substantially equivalent room, when the Operator deems reasonably necessary or appropriate, in relation to your health and safety, the health and safety of other residents, structural upgrades and improvements, or other such ; provided that the Operator will provide at least two (2) weeks' notice unless such change is due to an emergency.

B. Basic Services

Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations (“18 NYCRR”), Section 487.7, the following services (“Basic Services”) will be provided to you, in accordance with your Individualized Services Plan.

1. Meals and Snacks: Three (3) nutritionally well-balanced meals per day and Three (3) snacks per day are included in Your Basic Rate, pursuant to 18 NYCRR §487.8.

The following modified diets will be available to You if ordered by Your Physician and included in Your Individualized Service Plan: No Added Salt, No Concentrated Sweets, Texture Modified-Pureed, Texture Modified-Thickened Liquids, Mechanical Chopped, Mechanical Soft, Finger Foods

- Food and Drink are available to You 24 hours per day, 7 days a week in the following way(s):

The facility will also provide a variety of food and beverages, which will be available twenty-four (24) hours per day upon request and offered to residents throughout the day.

2. Activities: Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 487.7(h), the Operator will provide an organized and diverse 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 Netherbay at Bay Shore

3. Housekeeping: Pursuant to Title 18 of New York Codes, Rules and Regulations at Sections 487.9(h) and 487.11(j), the Operator will provide the following housekeeping services:

Customary maid service will be provided once a week with normal interim cleaning, as needed.

4. Linen Service: The Operator will provide a minimum of two (2) sheets; one (1) pillowcase, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.11(i)(8),(9).

5. Laundry of your personal washable clothing: The Operator will provide the following laundry services:

On a weekly basis, or as needed your housekeeper will wash, dry and fold your personal washable clothing that has been placed in your hamper

6. 24-hour Supervision: Pursuant to Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(g) and Title 18 NYCRR Section 487.7(d), the Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law and required by the New York State Department of Health.

7. Case Management: Per Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(i) and Title 18 NYCRR Section 487.7(g), the Operator will provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and evaluation of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
8. Personal Care: Pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.9(g)(2), the Operator will provide a minimum of three and three-quarter (3.75) hours per week of personal care services including:
- Wellness checks such as weight and blood pressure monitoring; and
 - Basic assistance with personal care including some assistance with bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), feeding, medication acquisition, storage and disposal, assistance with self- administration of medication.
9. Development of Individualized Service Plan: An Individualized Service Plan will be developed to address the resident's needs per Public Health Law Section 4659 and regulation at Title 10 of New York Codes, Rules, and Regulations at Sections 1001.2(k), 1001.7(k), and 1001.10(c). This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

C. **Additional Services**

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional services, or amenities available for an additional or supplemental fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

D. **Licensure/Certification Status**

Per regulation at Title 10 of New York Codes, Rules and Regulations at Section 1001.8(f)(4)(iv), a listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. **Disclosure Statement**

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4) and (5), Bay Shore Senior Management LLC as operator of Netherbay at Bay Shore, 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 D-1 of this Agreement.
2. Bay Shore Senior Management LLC is licensed by the New York State Department of Health to operate Netherbay at Bay Shore at 36 South Clinton Avenue, Bay Shore NY 11706 an Assisted Living Residence as well as an Adult Home.

Select all that apply:

- ☐ The Operator does not have any additional certifications at this location.
- ☒ The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.
- ☒ The Operator is certified to operate, at this location, a Special Needs Assisted Living Residence.

This additional certification (or these additional certifications) may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in Netherbay at Bay Shore and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of 72 persons.
- b. Special Needs Assisted Living services for up to a maximum of 72 persons.

The Operator will post prominently in Netherbay at Bay Shore on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs.

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living unit (or program). If, however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements.

If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your living space within Netherbay at Bay Shore

Following is a list of other health related licensure or certification status of The Operator or others providing services at Netherbay at Bay Shore:

None

3. The owner of the real property upon which Netherbay at Bay Shore is located is Netherbay, LLC. The mailing address of such real property owner is 159 West Bayberry Rd., Islip, NY 11751. The following individual is authorized to accept personal service on behalf of such real property owner: Business Office Manager or Designee

4. The Operator of Netherbay at Bay Shore is Bay Shore Senior Management LLC.
The mailing address of the Operator is 8 Ocean Ave., Suite 3, Bay Shore, NY 11706. The following individual is authorized to accept personal service on behalf of the Operator: Business Office Manager or Designee
5. List any ownership interest in excess of ten percent (10%) on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of Netherbay at Bay Shore:
None
6. 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 Netherbay at Bay Shore, in the Operator.
None
7. Outside Providers:
All residents have the right to receive services from any provider, regardless of whether the operator of the residence has an arrangement with the provider.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary

9. Public Funds:

All residents should be aware that public funds for the payment of residential, supportive or home health services are available for eligible individuals.

Residents should also be aware that Netherbay at Bay Shore does not accept public funds payments as payment in full. Therefore, if the facility rate exceeds the amount of public funds available to the resident, and the resident is unable to pay (in full) the balance of the facility's daily rate, Netherbay at Bay Shore will assist the resident in secure placement in another facility pursuant to applicable laws and regulation.

10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by the Operator is 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsperson to advocate for the resident. The Local LTCOP telephone number is (516) 466-9718. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

III. Fees

A. Basic Rate

Select all that apply

☐ The Resident ☐ The Resident's Representative

☐ The Resident's Legal Representative

☐ Other, please specify: _____

agree that they will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement (the “Basic Rate”). The Basic Rate as of the date of this agreement is (\$_____per month) or (\$_____per day).

B. Tiered Fee Arrangements

Netherbay at Bay Shore

☐ does ☒ does not utilize tiered fee arrangements.

Any “Tiered” fee arrangements, in which the amount of the Monthly Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each “tier” of care, are set forth in detail in Exhibit III.A.2. and made a part of the Agreement. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each “tier” of care, and describes who will be providing care, if other than staff of the Operator.

C. Supplemental, Additional or Community Fees

Pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4), the Residency Agreement includes a description of supplemental, additional, or community fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees, or charges.

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate.

A Supplemental fee must be at Resident option. In some cases, the law permits The Operator to charge an additional fee without the express written approval of The Resident (*See section III.E*).

Any charges for supplemental or additional fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. A Community fee is a one-time fee that the Operator may charge at the time of Admission. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The Operator must clearly inform the prospective Resident what the amount of the Community fee will be as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in Netherbay at Bay Shore, or to reject the Community fee and thereby reject residency at Netherbay at Bay Shore.

D. Rate or Fee Schedule

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

E. Billing and Payment Terms

In accordance with Title 10 of New York Codes, Rules and Regulations, Section 1001.8(f)(4)(xiv), the following information is presented.

Payment is due by the 1st day of each month and shall be delivered to 36 S. Clinton Ave. Bay Shore, NY 11706. If a payment is not received within five (5) days of the due date, a late fee of \$350.00 will be charged.

Monies received in excess of funds required for payment for any given month will be credited to the next month.

In the event the Resident, Resident's Representative or Resident's legal representative, as applicable, is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident,

If you, alone or with any Guarantor, if any, are no longer able to pay for services provided for in this Agreement or Additional Services or care needed by you, this Agreement is subject to termination as set forth in Part XIII below.

Please refer to Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xv).

Such procedures are in accordance with the provisions regarding termination of the agreement set forth in Section XIII.

F. Adjustments to Basic Rate or Additional or Supplemental Fees

1. Per Title 10 of New York Codes, Rules, and Regulations, section 1001.8(b)(2)(xvi), You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-

five (45) days prior to the effective date of the rate or fee increase, except in the following circumstances:

- a. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
 - b. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written notice
 - c. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment, and food supplied during such emergency.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator once You have been admitted as a resident.

G. Bed Reservation

The following is provided in accordance with Tittle 18 of New York Codes, Rules, and Regulations at Section 487.5(d)(6)(xvii).

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is \$assessed daily based on a pro-ration of your current monthly basic rate. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The [basic] length of time the space will be reserved is continued for as long as you continue to pay the pro-rated basic rate.

A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice of termination.

IV. Refund/Return of Resident Monies and Property

The following is provided pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xvi).

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after Your discharge, the Operator must provide You, Your Representative and/or Legal Representative, and any other person designated by You, with a final written statement of Your payment and personal allowance accounts at Netherbay at Bay Shore.

The Operator must also return at the time of Your discharge, but in no case more than three (3) business days after Your discharge, any of Your money or property which comes into the possession of the Operator after Your discharge. The

Operator must refund on the basis or a per diem proration any advance payment(s) which You have made.

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.

If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein Netherbay at Bay Shore is located in order to determine what should be done with property of Your estate.

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time following admission and during Your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given or to be transferred. Such listing is attached as Exhibit V. and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

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

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

this agreement a listing of such items. Such listing is attached as Exhibit VI. of this Agreement.

VII. Fiduciary Responsibility

If the Operator assumes management responsibility over Your funds, the Operator shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for You by the Operator shall be Your property. Please refer to Title 10 of New York Codes, Rules, and Regulations at Section 1001.9.

VIII. Tipping

In accordance with Title 18 of New York Codes, Rules, and Regulations at Section 487.10(g)(7), the Operator must not accept, nor allow Residence staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as required by statute, regulation, or agreement.

IX. Personal Allowance Accounts

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law.

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with You or Your Representative.

You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at <https://otda.ny.gov/programs/disability-determinations/>.

SNA provides cash assistance to eligible individuals who meet specific criteria.

SNA information is available online at <https://otda.ny.gov/programs/temporary-assistance/>

You must complete the following:

☐ I receive SSI funds OR ☐ I have applied for SSI funds

☐ I receive SNA funds OR ☐ I have applied for SNA funds

☐ I do not receive either SSI or SNA funds

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

Please refer to Title 18 of New York Codes, Rules, and Regulations at Sections 485.12, 487.5(d)(6)(xii), 487.6, and 487.10(f).

X. Admission and Retention Criteria for an Assisted Living Residence

The following is made known per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xii).

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-B), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized 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 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
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 require 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 evaluated as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum

XI. Rules of the Residence

The Rules of the Residence are set forth in the Resident Handbook that has been provided to You.

By signing this Agreement, You and your representatives acknowledge that you have received a copy of the Community's Resident Handbook and agree to obey those rules of the residence.

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

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

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third-party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and

signed medical evaluation that conforms to regulations of the New York State Department of Health.

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

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

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

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

XIII. Termination and Discharge

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xiii), this Residency Agreement and residency in Netherbay at Bay Shore may be terminated in any of the following ways:

1. By mutual, written agreement between You and the Operator;

2. Upon thirty (30) days' written notice from You or Your Representative to the Operator of Your intention to terminate the Agreement and leave the facility;
3. Upon 30 days' written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and/or any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and if You object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which Netherbay at Bay Shore is not permitted by law or regulation to provide.
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else.
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the

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

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of Netherbay at Bay Shore.
5. The Operator has had their operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility.
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in Netherbay at Bay Shore to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, the notice will include the date of the termination which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object, and a list of free legal advocacy resources approved by the New York State Department of Health.

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

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

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

The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes. You are responsible, however, for paying your new provider all costs for such placement.

If this Agreement is terminated pursuant to this Section of the Agreement, the Resident will vacate their room at the termination of this Agreement and deliver possession of their room and its equipment, appliances, and fixtures to

Netherbay at Bay Shore in good condition, ordinary wear and tear expected.

The Resident, Resident's Representative, if applicable, and Resident's Legal Representative, if applicable, will remove all of the Resident's property.

Following termination of this Agreement, if personal property remains in a vacated Resident room, Resident will continue to be charged the daily basic rate, for up to fifteen (15) days, for each day the property remains in the room. If the resident's property has not been removed by the Resident or Resident Representative within fifteen (15) days following the termination of this Agreement, the Netherbay at Bay Shore will remove and dispose the personal items left in the vacated room if not claimed by the responsible party.

XIV. Transfer

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

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to Yourself or others; or

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

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been transferred. If such hand delivery is not possible, then the notice must be given by any of the methods provided by New York law for personal service upon a natural person.

If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

Attached as Exhibit XV and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in Netherbay at Bay Shore. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and

recommendations for change or improvement in Netherbay at Bay Shore's operations and programs are attached as Exhibit XVI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of Netherbay at Bay Shore. Please refer to regulation at Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(x).

In addition, the Administrator has an "open door" policy. If you at any time desire a direct and confidential meeting, please feel free make an appointment to meet with the Administrator.

The Operator agrees that the Residents of Netherbay at Bay Shore may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by such Residents' Organization and to provide a written report to the Residents' Organization that addresses the same.

Complaint handling is a direct service of the Long-Term Care Ombudsman Program. The Long-Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not

consistent with the statute and regulation shall be null and void.

3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of Netherbay at Bay Shore from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement that is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), 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/Operator's Representative

(Optional) **Personal Guarantee of Payment**

Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Residency Agreement.

☐ _____ personally, guarantees payment of charges for Your Basic Rate.

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

Guarantor agrees to be jointly and severally liable with the Resident for the amounts checked above. The Guarantor acknowledge that its liability is not limited to the Resident's funds. This is a guaranty of payment, and not of collection, and the Operator may proceed directly against Guarantor without regard to the Resident, any other source of payment or security, or any matter affecting the Resident. This Guaranty shall not be affected by the bankruptcy of the Resident. The Guarantor waives any demand and any notice of any kind, and agrees to be fully liable for the guaranteed amounts notwithstanding (i) any modification or increase in the Resident's obligations, (ii) any waivers or extensions of time granted to the Resident, (iii) any failure to enforce any rights of the Operator against the Resident or any other source of payment or security, or (iii) any other matter that could constitute a defense to the Guarantor's obligations.

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 the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate from either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to meet Your obligations under this Agreement. If the undersigned Representative is also a Guarantor, this paragraph does not limit his or her liability as a Guarantor.

Date

Guarantor's Signature

Guarantor's Name (Print)

EXHIBIT I.A.1. IDENTIFICATION OF LIVING SPACE

RESIDENT NAME: _____

UNIT TYPE: ☐ Private Studio/Room (250 square feet)
☐ Private Studio/Room Deluxe (310 square feet)
☐ Private One Bedroom (500 square feet) *

UNIT NUMBER: _____

**Extra Large Private Bedrooms may accommodate second occupant spouse*

EXHIBIT I.A.3. FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

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

(Please check if declined)

☐ 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

☐ pillowcase

☐ a bedspread

☐ at least one (1) blanket

☐ two (2) sheets

☐ towels and washcloths

☐ individual dresser

☐ a table

☐ a chair

☐ a lamp

☐ soap

☐ toilet tissue

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

closet space for the storage of resident clothing

a hinged, lockable entry door;

in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy;

EXHIBIT I.A.4. FURNISHINGS/APPLIANCES PROVIDED BY YOU

All personal furnishings, including mattresses and chairs, must be in good working order.

Residents are allowed to bring the items below. Check all those that will be furnished by You.

- | | |
|-------------------------------------|---------------------------------------|
| ☐ Bed | ☐ Bath Linens |
| ☐ Nightstand | ☐ Wastebasket |
| ☐ Drawer | ☐ Couch |
| ☐ Chair | ☐ Easy Chair |
| ☐ Bed Linens | ☐ Table |
| ☐ Pillow | ☐ Other: _____ |
| ☐ Bed Spread | ☐ Other: _____ |

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

- | | |
|--------------------------------|---|
| • Irons | • Curling Irons |
| • Blow Dryer | • Hot Plates |
| • Microwave Ovens | • Portable Heaters |
| • Electric Blankets | • Electrical Extension Cords |
| • Heating Units (space heater) | • Coffee Maker without auto shutoff |
| • Items with heating element | • Any lamps, or other electrical appliances with frayed cords or exposed wire |

The following items are recommended, but not required:

- | | | | |
|-------------|------------------|--------------|--------------|
| • Telephone | • Clothes Hamper | • Flashlight | • Television |
|-------------|------------------|--------------|--------------|

EXHIBIT I.C. ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are available from the operator directly or through arrangements with the Operator for the following additional charges.

Item	Additional Charge	Provided By:
Guest Meals:		
Breakfast	\$10	Operator
Lunch	\$15	Operator
Dinner	\$15	Operator
Housekeeping & Maintenance:		
Move furniture in and out of Community for Resident	\$300	Operator
Dispose of room contents upon discharge	\$500	Operator
Installation of equipment of assembling of furniture (cost based on size of furniture)	\$75-\$150	Operator
Utilities:		
Satellite / Cable T.V. (Family Value Package) * <i>Payable to Netherbay at Bay Shore</i>	\$65	Satellite or Cable Provider
Landline Telephone** <i>Payable to Netherbay at Bay Shore</i>	\$25	Telephone Provider
Miscellaneous:		
Beauty Parlor / Barber Shop	Price based on service	Beauty Vendor

Please note that Operator can provide you with additional services at fees to be determined at the time the service is requested or Operator can help you locate someone in Netherbay at Bay Shore to help you. Please note that these prices are subject to change from time to time.

* Satellite/Cable TV: While Netherbay at Bay Shore currently uses DirectTV for television, the resident may choose to contract with whomever they wish. Any additional wiring fees that may be charged by that company will be the sole responsibility of the resident.

** Telephone Services: Telephone rates have been quoted based on the Netherbay at Bay Shore's provider. Resident's may choose to contract with a provider of his or her choice for telephone services.

EXHIBIT I.D. LICENSURE/CERTIFICATION STATUS OF PROVIDERS

☒ At this time there are no providers offering home care or health care services under any arrangement with the Operator. The Community, however, will make every effort to assist you in obtaining appropriate home care or health care services if You so desire, and will coordinate the care provide by the operator and the additional nursing, medical and/or hospice services.

EXHIBIT III.A.2. TIERED FEE ARRANGEMENTS

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), feeding, medication acquisition, storage and disposal, and assistance with self- administration of medication.

As an Adult Home Resident, You will be provided up to three and three-quarter (3.75) hours per week of Personal Care, as outlined above.

Netherbay at Bay Shore ☐ does ☒ does not utilize tiered fee arrangements.

Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees, as follows: N/A

EXHIBIT III.B. SUPPLEMENTAL, ADDITIONAL, OR COMMUNITY FEES

Community Fee	One time at the time of admission	\$3,500
EALR Services	EALR services listed in the EALR addendum.	\$1,900/month

EXHIBIT III.C. RATE OR FEE SCHEDULE

RESIDENT NAME: _____

UNIT#: _____

A. Your Basic Rate

(Housing Accommodations and Services + Basic Services)

\$ _____

The Basic Rate includes costs associated Housing Accommodations and Basic Services as outlined in Section 1.A and B of this Agreement. Fees associated with this Basic Rate inclusive of SNALR are outlined below:

Housing Accommodations and Services: \$ _____

Living Space	Monthly Fee
☐ Private Studio/Room	\$9,275
☐ Private Studio/Room Deluxe	\$9,675
☐ Private One Bedroom	\$10,995
☐ Second Occupant Fee	\$3,500

Basic Services: \$ _____

Including a minimum of 3.75 hours of personal care services including reminders (e.g., meals, showers, etc.) wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs); bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding medication acquisition, storage and disposal, and assistance with self-administration of medication.

B. Your Tiered Billing Rate

Netherbay at Bay Shore ☐ does ☒ does not utilize tiered fee arrangements. \$ _____

C. Your Supplemental or Additional Fees

You have opted to receive the following Supplemental or additional fees, outlined in Exhibit III.B:

\$ _____

YOUR TOTAL MONTHLY RATE:

Your Basic Rate + Your Tiered Billing Rate + Your Supplemental or Additional Fees \$ _____

Move-In Costs

Community Fee: \$ _____
Netherbay at Bay Shore ☒ does ☐ does not charge a
one-time Community Fee, as outlined in Exhibit III.B of
this Agreement. A Community Fee is due at the time of
admission.

This Month's Financial Obligation Prorated: \$ _____
(days left in move in month x \$ _____ /month of
the total monthly basic rate)

YOUR TOTAL MOVE-IN COSTS: \$ _____

For the Housing Accommodation and Basic Services Fee listed above, You will be admitted into the Community's Adult Home/Assisted Living Residence/Special Needs Assisted Living Residence (SNALR). In the SNALR, You will receive housing accommodations in the Community's secured dementia unit and will be provided all services listed in Part I.A and B of this Agreement. If Your care needs increase to the point where you require skilled nursing care that may only be provided in the Community's Enhanced Assisted Living Residence (EALR), You are eligible to receive additional skilled nursing services in the Community's EALR for the additional EALR Care Fee listed in C. above, in addition to Your Housing Accommodation and Basic Services Fee, if the Community has a unit available and is able to meet Your needs per licensure and certification.

EXHIBIT V. TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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

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

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

FACILITY NAME: _____

OPERATING CERTIFICATE NUMBER:

			RESIDENT NAME	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
ITEM	QUANTITY	ESTIMATED \$ VALUE (if known)	DESCRIPTION			
RESIDENT SIGNATURE		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE		DATE	
X			X			

EXHIBIT XV. RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

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

WORK FOR IMPROVEMENTS IN RESIDENT CARE;

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

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

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

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

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

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

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

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE

FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; HOWEVER, 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 A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

**EXHIBIT XVI. OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND
RECOMMENDATIONS**

Immediate Action:

Grievance or Recommendation should be in written form, given to the receptionist and addressed directly to the Head of the Department involved.

The Department Head involved is responsible for resolving the grievance, initiating action on a recommendation of merit, and responding to the resident within 21 days. If this is not satisfactory, the resident is directed to make an appointment to meet with the Administrator.

Confidential Communication:

The Administrator's door is always open and should a resident need a direct and confidential meeting, an appointment should be made. Please see the receptionist at The Front Desk.

Anonymous Grievances and Recommendations may be placed in the Suggestion Box located between the common area bathrooms, located to the right of The Front Desk. This box is checked five (5) days weekly by The Property Manager and forwarded to the Administrator. The appropriate Department Head will be responsible for resolving the grievance, initiating action on a recommendation of merit, within 21 days. Responses to anonymous grievances will be given in writing to the Resident Council.

If this is not satisfactory, the resident is directed to place another note in the suggestion box, indicating this is the second request. The Administrator will respond in writing to the resident council within 21 days.

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

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

WHO OPERATES ALRs?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

described below.

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

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

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

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

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

HOW TO CHOOSE AN ALR

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

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

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

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

Location: Is the residence close to family and friends?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

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

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

APPLYING TO AN ALR

The following are part of entering an ALR:

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

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

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

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department’s website at:

http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf .

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

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

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

Before Signing Anything: Review all agreements before signing anything. A legal review of the documents may provide greater understanding. Understand any long term care insurance benefits. Consider a health care proxy or other advance directive, making decision about executing a will or granting power of attorney to a significant other may be appropriate at this time.

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

LICENSING AND OVERSIGHT

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

INFORMATION AND COMPLAINTS

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

free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871.

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 apartment setting, i.e. kitchen, larger living space, etc. Residences for adults provide the same services as adult homes and enriched housing except for required personal care services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



State of New York
Department of Health