

**The Vincent Bove Health Center at Jefferson's Ferry
Assisted Living Residence**

RESIDENCY AGREEMENT

Effective:_____

RESIDENCY AGREEMENT
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The Vincent Bove Health Center at Jefferson's Ferry

RESIDENCY AGREEMENT

This Residency Agreement (the "Agreement") is made between Active Retirement Community, Inc. (the "Operator"), _____ (the "Resident", also referred to as "you" and "your"), _____, (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 One Jefferson Ferry Drive, South Setauket, New York 11720, with a mailing address of One Jefferson Ferry Drive, South Setauket, New York 11720, an Assisted Living Residence known as The Vincent Bove Health Center at Jefferson's Ferry (the "Residence"), as well as an Enriched Housing Program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence.
- B. You have requested to become a Resident at the Residence and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services

Beginning on _____, 20____, the Operator shall provide the following housing accommodations and services to you, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services.

- 1. **Your Apartment.** You may occupy and use a private () or semi-private () apartment, or the apartment identified on Exhibit I.A.1., subject to the terms of this Agreement.
- 2. **Common Areas.** You will be provided with the unrestricted access to use the general purpose rooms, lounges and common areas at the Residence for socialization and gatherings, twenty-four (24) hours a day, seven (7) days a week.
- 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 apartment.

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 apartment. Exhibit I.A.4. also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g. due to amperage concerns, etc.).

B. Basic Services

The following services (“Basic Services”) will be provided to you, in accordance with your Individualized Services Plan.

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and a nutritious day and evening snack are included in the Basic Rate as defined in Section III.C. of this Agreement. Fresh fruit, snacks, coffee and tea are available on a twenty-four (24) hours a day basis in a readily visible common area of the Residence, and by request at the nurse’s station. The following modified diets will be available to you if ordered by a Physician and included in your Individualized Services Plan: () Regular () No Concentrated Carbohydrates () No Added Salt. Check all that apply.
2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
3. **Housekeeping.** The Operator will provide housekeeping services, no less than once a week.
4. **Linen Service.** The Operator will provide washing of towels, washcloths, pillowcases, blankets, bed sheets, bedspreads; all clean and in good condition.
5. **Laundry of Your Personal Washable Clothing.** The Operator will launder your personal washable clothing once per week.
6. **Supervision on a Twenty-Four (24) Hour Basis.** The Operator will provide appropriate staff for on-site supervision services in accordance with law. Supervision will include monitoring for emergencies or requests for assistance on a twenty-four (24) hours a day, seven (7) days a week basis, as well as the other components of supervision as specified by law.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include 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.** Includes wellness checks such as weight and blood pressure monitoring, some assistance with 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.
9. **Development of Individualized Service Plan.** An individualized Service Plan will be developed to address your needs. This plan will be reviewed and revised every six (6) months and whenever ordered by your physician 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. Exhibit I.C. states who would provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status.

A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. Disclosure Statement

The Operator is disclosing information as required under Public Health Law Section 4658(3). Such disclosures are contained in Exhibits II(A) and II(B) of this Agreement.

III. Fees

The Resident, Resident's Representative and Resident's Legal Representative agree that payment will be made to the Operator, and the Operator agrees to accept payment of the Total Amount shown in Exhibit III.C., which is made part of this Agreement.¹

A. Basic Rate.

1. The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay the Basic Rate, and the Operator agrees to accept the Basic Rate in full satisfaction of the Basic Services described in Section I.B. of this Agreement.

¹ The Total Amount referred to in the Rate or Fee Schedule attached as Exhibit III.C. does not apply to Residents who have entered into a Lifecare Contract or Modified Continuing Care Contract with the Operator (collectively, "CCRC Agreement," attached as Exhibit III.A. and made part of this Agreement).

2. The Basic Rate is set forth in the Rate or Fee Schedule attached as Exhibit III.C., which is made part of this Agreement.
3. The Basic Rate set forth in the Rate or Fee Schedule attached as Exhibit III.C. does not apply to Residents who have entered into a CCRC Agreement with the Operator, attached as Exhibit III.A. and made part of this Agreement. For a Resident who has entered into a CCRC Agreement with the Operator, the Basic Rate shall be consistent with the fees provided for in the CCRC Agreement. As such, your current fee for Basic Services shall be \$_____ per month, subject to changes pursuant to your CCRC Agreement.

B. Supplemental or Additional Fees.

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

A Supplemental or Additional Fee must be at the Resident's option. In some cases, the law permits the Operator to charge an Additional Fee without the express written approval of the Resident (See Section III.E.).

Any charges by the Operator, whether as part of a Supplemental or Additional Fee, shall be made only for services and supplies that are actually supplied to the Resident. Attached as Exhibit I.C. and made a part of this Agreement is a list of Supplemental or Additional Fees that may be charged to the Resident.

C. Rate or Fee Schedule.

Attached as Exhibit III.C. and made a part of this Agreement is a rate or fee schedule, covering the Basic Rate, Enhanced Services Rate and Special Needs Rate. These are flat or all-inclusive rates except for Supplemental or Additional Fees. Attached as Exhibit I.C. and made a part of this Agreement is a list of Supplemental or Additional Fees that may be charged to the Resident.

D. Billing and Payment Terms.

Payment is due in advance by the fifth (5th) day of the month and shall be delivered to the Operator's Finance Department. Payments received by the Operator after the fifth (5th) day of the month when due, or any outstanding balance, will incur a late charge of two percent (2%) per month. A notification of any late charges, if applicable, will be sent with each monthly statement of charges. If you are in default of any term or condition of this Agreement, charging privileges for items related to Supplemental or Additional Fees (such as professional hair grooming, dry-cleaning) may be suspended at the option of the Operator.

A \$500 **refundable** deposit is required upon application for residency, which will be applied to your first month's fee upon admission. If the application is not

approved, the deposit will be refunded to you within 30 days of the date on which the application is not approved.

Prior to admission, the Resident is required to pay an amount equal to two months of the Basic Rate (60 days), with the \$500 refundable deposit being applied to this amount. This payment will be applied towards the Resident's first month fee, which shall be determined on a pro rata basis.

Resident will be charged for the day of admission up through and including the latter of either the day of discharge (Discharge Date) or the day when all of Resident's belongings and personal property are removed from the apartment and from the Residence.

The Operator reserves its right to seek to terminate this Agreement in accordance with Section XIII hereof in the event of non-payment of fees required under this Section III.

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

1. You have the right to written notice of any proposed increase of the Basic Rate or any Supplemental or Additional Fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, except in the following circumstances listed in 2, 3 and 4 below:
2. If you, or the Resident's Representative or the Resident's 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.
3. If the Operator provides additional care, services or supplies upon express written order of your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or a Supplemental or Additional Fee upon less than forty-five (45) days written notice.
4. In the event of any emergency which affects you, the Operator may assess additional charges for your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Bed Reservation.

The Operator agrees to reserve an apartment as specified in Section I.A.1. above in the event of your absence. The charge for this reservation shall be the Basic Rate as set forth in Section III.A.1. The Operator agrees to continue to reserve an apartment so long as Resident remains current with payment of fees required pursuant to this Agreement. This provision to reserve an apartment does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of your discharge, but in no case more than three (3) business days after your discharge, the Operator must provide you, the Resident's Representative or the Resident's Legal Representative, with a final written statement of your payment and personal allowance accounts at the Residence.

The Operator must also return at the time of your discharge, but in no case more than three (3) business days after your discharge, any of your money or property which comes into the possession of the Operator after your discharge. The Operator must refund a prorated amount of any advance payment(s) which you have made.

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

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

V. Transfer of Funds or Property to Operator

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

VI. Property or Items of Value Held in the Operator's Custody for the Resident.

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit VI of this Agreement.

VII. Fiduciary Responsibility

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

VIII. Tipping

The Operator shall not accept, and shall not allow Residence staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for pursuant to this Agreement as specified by statute, regulation or agreement.

IX. Personal Allowance Accounts

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

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

You must complete the following:

I receive SSI funds _____ or I have applied for SSI funds _____

I receive SNA funds _____ or I have applied for 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 he/she will comply with the SSI or SNA personal allowance requirements.

X. Admission and Retention Criteria for an Assisted Living Residence

- A. Under the law which governs Assisted Living Residences (Public Health Law Article 46-B), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of twenty-four (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.
- B. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
- C. The Operator has conducted such evaluation of yourself and has determined that you are appropriate for admission to this Residence, and that the Operator is able to meet your care needs within the scope of services authorized under the law and within the scope of services determined necessary for you under your Individualized Services Plan.
- D. If you are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply. See Exhibit X.D.

- E. If you are being admitted to a Special Needs Assisted Living Residence, the “Special Needs Assisted Living Residence Addendum” will apply. See Exhibit X.E.
- F. If you are residing in a “Basic” Assisted Living Residence and your care needs subsequently change in the future to the point that you require either Enhanced Assisted Living Care or twenty-four (24) hour skilled nursing care, you will no longer be appropriate for residency in this Basic Assisted Living Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII. of this Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet your needs in such unit, you may be eligible for residency in such Enhanced Assisted Living unit.
- G. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - (a) 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.
- H. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring twenty-four (24) hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence

Attached as Exhibit XI and made part of this Agreement are the current Rules of the Residence (also known as the “Assisted Living Resident Handbook” or “Resident Handbook”). By signing this Agreement, Resident, Resident’s Representative and Resident’s Legal Representative agree to obey all reasonable Rules of the Residence contained in the Assisted Living Resident Handbook, which may be amended from time to time.

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

- A. You, or Resident’s Representative or Resident’s Legal Representative, to the extent specified in this Agreement, are responsible for the following:
 - 1. Payment of the Basic Rate and any Additional and Supplemental Fees as detailed in this Agreement.
 - 2. Supply of personal clothing and effects.

3. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third party coverage.
 4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
 5. Informing the Operator promptly of 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.
- B. The Resident's Representative shall be responsible for the following:
1. Participating in the Resident's care planning as specified by the Resident; and
 2. Acting as a contact for the Operator.
- C. The Resident's Legal Representative, if any, shall be responsible for the following:
1. Performing the Resident's financial obligations, if so authorized.
 2. Making care decisions on behalf of the Resident, if so authorized.
 3. _____

XIII. Termination and Discharge

- A. This Residency Agreement and residency in the Residence may be terminated in any of the following ways:
1. By mutual agreement between you and the Operator.
 2. Upon thirty (30) days' written notice from you or Resident's Representative or Resident's Legal Representative to the Operator of your intention to terminate the agreement and leave the Residence.
 3. Upon thirty (30) days' written notice from the Operator to you, Resident's Representative or Resident's Legal Representative or your next of kin and any person designated by you. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

B. The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If your behavior poses imminent risk of death or imminent risk of serious physical harm to you or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which you have agreed to pay under this Agreement. If your failure to make timely payment resulted from an interruption in your receipt of any public benefit to which you are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty (30) day period of notice of termination discussed below, assists you in obtaining such 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 you or another resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had its operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the Residence; or
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the residents' continued safety and care.

If the Operator decided to terminate this Agreement for any of the reasons stated above, the Operator will give you, your next of kin, Resident's Representative or Resident's Legal Representative, a notice of termination and discharge, which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of your right to object and a list of free legal advocacy resources approved by the 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. In such event, 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 either 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.

- C. For those Residents who have entered into a CCRC Agreement, termination of this Residency Agreement will not terminate the CCRC Agreement, unless the termination provisions in the CCRC Agreement are also satisfied. If the Operator has a basis to terminate the CCRC Agreement, this Residency Agreement shall terminate as well.

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 your Residency Agreement and without thirty (30) days' notice or court review, for the following reasons:

- A. When you develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
- B. In the event that your behavior poses an imminent risk of death or serious physical injury to you or others; or
- C. When a Receiver has been appointed under the provisions of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the residents' continued safety and care.

If you are transferred, in order to terminate the Residency Agreement, the Operator must proceed with the termination requirements of this Residency Agreement 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 removed. 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. As provided for in Section XIII(C), for those Residents who have entered into a CCRC Agreement, such transfer will not result in a termination of the CCRC Agreement, unless the Operator has an independent basis to terminate the CCRC Agreement. Furthermore, for the Residents who have entered into a CCRC Agreement, the transfer provisions in the CCRC Agreement shall govern your transfer to another level of care or another facility, when appropriate.

If the basis for the transfer permitted under Subsections A and B above of this Section no longer exists, the Resident is deemed appropriate for re-admission to the Residence and if the Residency Agreement is still in effect, the Resident must be re-admitted.

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

The Operator will assist Resident, Resident's Representative, Resident's Legal Representative, other interested family members, or resident advocates in filing grievances or complaints when such requests are made. Upon admission, residents are provided with written information on how to file a grievance or complaint. A copy of our grievance/complaint procedures is included in the Resident Handbook.

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the residents of the Residence may organize and maintain councils or such other self-governing body as the residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the residents' organization and to provide a written report to the residents' organization that addresses the same.

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

XVII. Miscellaneous Provisions

- A. This Agreement, including exhibits, and the CCRC Agreement, if applicable, constitutes the entire agreement of the parties. This Agreement shall be supplemental to, and the provisions hereunder shall not supersede the CCRC Agreement, if applicable, and the CCRC Agreement shall remain in effect until terminated as provided for in the CCRC Agreement.
- B. For the avoidance of doubt, references to the CCRC Agreement shall not be construed as granting any Resident who has not entered into a CCRC Agreement with any rights set forth in the CCRC Agreement and such Resident specifically disclaims any such rights.

- C. 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 any statute or regulation shall be null and void.
- D. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three (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.
- E. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

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

_____ Date	_____ Signature of Resident
_____ Date	_____ Signature of Resident's Representative
_____ Date	_____ Signature of Resident's Legal Representative
_____ Date	_____ Signature of Operator or the Operator's Representative

The Vincent Bove Health Center at Jefferson's Ferry

Guaranty of Payment (optional)

I, _____ (Guarantor), whose address is _____, requests of The Vincent Bove Health Center at Jefferson's Ferry (Facility), to give _____ (Resident), such room, board and services which the Facility will provide to the Resident in accordance with the terms of the attached Residency Agreement, the New York Public Health Law and the Regulations promulgated thereunder. In consideration of said room, board and services provided to the Resident in accordance with the attached Residency Agreement and applicable regulations, Guarantor unconditionally guarantees prompt payment when due of any existing or future indebtedness or liability of the Resident to the Facility which is consistent with the terms of this Residency Agreement, including the cost of collection, attorneys' fees, and court costs, and any other costs which a court of competent jurisdiction determines are payable by the Resident to the Facility.

This Guaranty will continue as to any indebtedness or liability of the Resident to the Facility incurred prior to the Facility's receipt of a written notice of the termination of this Guaranty signed by Guarantor. This Guaranty is binding upon Guarantor's heirs, personal representatives, and assigns and inures to the benefit of the Facility's successors and assigns.

Date:

Guarantor's Signature

Guarantor's Name (Print)

Address of Guarantor: _____

Telephone Number of Guarantor: _____

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

Apartment #: . _____ (hand marked below)
Apartment Type: . _____
Phone # . _____

The Vincent Bove Health Center
at Jefferson's Ferry
Master Site Plan

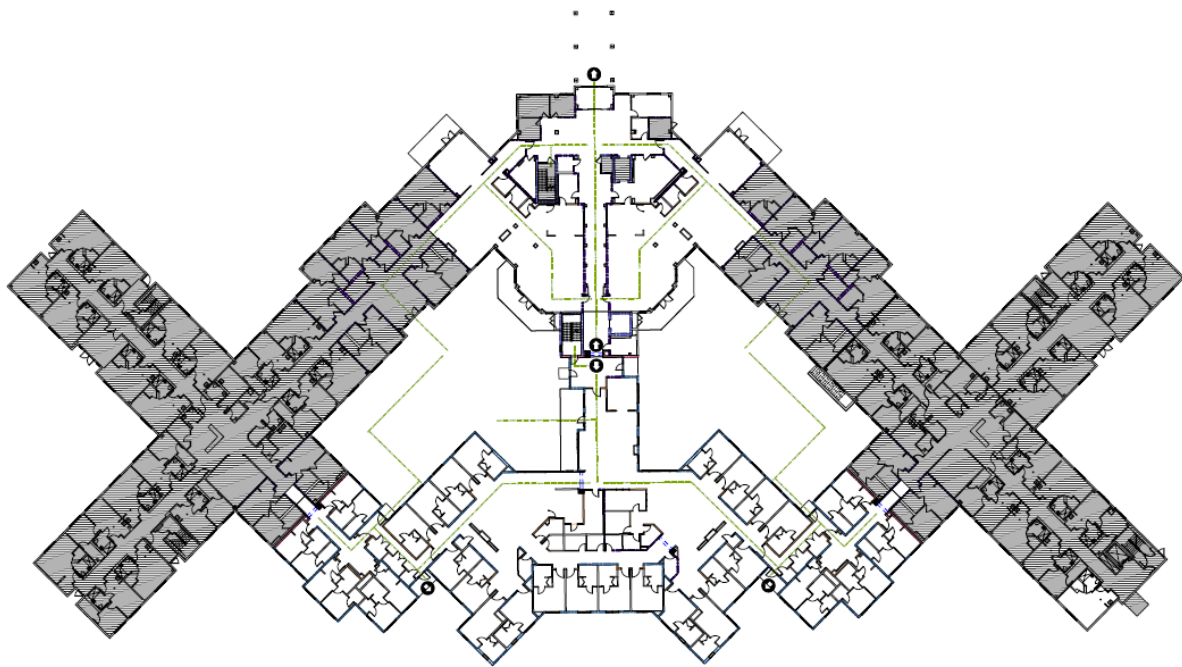


EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Only if the Resident is unable to furnish the apartment with personal furnishings, the Operator will furnish the following items (Operator and Resident to check and initial all that apply):²

- ☐ Refrigerator/Freezer
- ☐ Microwave (Not permitted/applicable for SNALR apartments)
- ☐ Single Bed – standard in size and in good repair
- ☐ Table
- ☐ Dresser and closet space for the storage of resident's clothing
- ☐ Chair
- ☐ Lamp
- ☐ Lockable Storage facilities for personal articles and medication which cannot be removed at will if the individual apartment is not equipped with a lock
- ☐ Dishes
- ☐ Glasses
- ☐ Utensils
- ☐ Household linens including, at minimum, a pillow, a pillowcase, two sheets, blankets, a bedspread, towels and washcloths
- ☐ Soap and toilet tissue
- ☐ Other (Specify)
- ☐ In case of shared bathrooms, lockable bathroom doors to ensure privacy.

²Note that many of the items are inapplicable to Residents who have entered into a CCRC Agreement as these Residents will already have a number of these items.

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

ITEM	DESCRIPTION
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	

Appliances not permitted include appliances with heat sources such as toaster ovens, coffee pots, hot plates, and portable space heaters. Operator reserves the right to inspect any appliances and to not allow them for safety reasons.

DATE

RESIDENT OR REPRESENTATIVE SIGNATURE

DATE

AUTHORIZED FACILITY REPRESENTATIVE
SIGNATURE

EXHIBIT I.C.

SUPPLEMENTAL OR ADDITIONAL FEES³

[10 NYCRR 1001.8(f)(4)(vii) – (viii)]

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

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Dry Cleaning	Fee for service	Pressed for Time
Professional Hair Grooming	Fee for service	Long Island Care Services
Personal Toilet Articles	Fee for service	Fairview Pharmacy
Cultural/Activities Transportation	Published in Advance of Activity.	Published in Advance of Activity.
Telephone Service	\$37.00 per month (Includes Long distance and Local calls)	Lightpath
Television Service	\$59.50 Per Month	Optimum/ Cablevision
Medical Transportation	No Charge Monday through Friday within 10 miles of Jefferson's Ferry	Operator (Based on Availability)
Medical Escort	\$27.00 Per Hour Monday through Friday*	Operator
Medical Escort	\$35.00 Per Hour * (Weekends and Holidays)	Operator

* *Note: Staff time billed in quarter hour increments*

Note: Medical Transportation and Escort charges are over and above Medicare, Medicaid and Third-Party Payment.

³Note that the rates included herein are effect as of January 1, 2022 and are subject to change.

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

None presently

EXHIBIT II(A)

DISCLOSURE STATEMENT

Active Retirement Community, Inc. ("The Operator") as Operator of The Vincent Bove Health Center at Jefferson's Ferry, hereby discloses the following, as required by Public Health Law Section 4658(3).

1. The telephone number of the Residence is 631-650-2700. The Residence is located at One Jefferson Ferry Drive, South Setauket, New York 11720, with a mailing address of One Jefferson Ferry Drive, South Setauket, NY 11720.
2. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit II.B.1. of this Agreement.
3. The Operator is licensed by the New York State Department of Health to operate The Vincent Bove Health Center at Jefferson's Ferry, at One Jefferson Ferry Drive, South Setauket, New York 11720, an Assisted Living Residence as well as an Enriched Housing Program.
 - A. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive 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.
 - B. The Operator is currently approved to provide Enhanced Assisted Living services for up to a maximum of 87 persons.
 - C. The Operator is currently approved to provide Special Needs Assisted Living services for up to a maximum of 20 persons.
4. The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living and Special Needs Assisted Living programs.
5. It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living and 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 are available, you will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living program. If however, such programs are at capacity and there are no vacancies, the Operator will assist you, Resident's Representative, and Resident's Legal Representative, 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 Residence program within this Residence, it may be necessary for you to change apartments within the Residence.

6. The owner of the real property upon which the Residence is located is Active Retirement Community, Inc. The mailing address of such real property owner is One Jefferson Ferry Drive, South Setauket, New York 11720. The following individual is authorized to accept personal service on behalf of such real property owner: Robert E. Caulfield, Chief Executive Officer, Active Retirement Community, Inc., One Jefferson Ferry Drive, South Setauket, New York 11720.

7. The Operator of the Residence is Active Retirement Community, Inc. The mailing address of the Operator is One Jefferson Ferry Drive, South Setauket, New York 11720. The following individual is authorized to accept personal service on behalf of such Operator: Robert E. Caulfield, Chief Executive Officer, Active Retirement Community, Inc., One Jefferson Ferry Drive, South Setauket, New York 11720.

8. List any ownership interest in excess of 10% on the part of the Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to Residents of the Residence: none.

9. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to Residents of the Residence, in the Operator: none.

10. Residents shall have the right to receive services from service providers with whom the Operator does not have an arrangement.

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

12. Residents may be eligible for public funds for payment for supportive or home health services including, but not limited to availability of coverage of home health services under Title 18 of the Federal Social Security Act (Medicare).

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

14. 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. The local LTCOP telephone number is 1-631-470-6756. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

EXHIBIT II(B)
CONSUMER INFORMATION GUIDE

Copy of Consumer Information Guide provided to Resident/Resident's Representative on

Date

Acknowledgement of receipt:

Signature of Resident or Resident's Representative

Acknowledgement by Operator:

Signature of Operator or the Operator's Representative

EXHIBIT III.A.

**RESIDENT'S CCRC AGREEMENT (LIFECARE CONTRACT OR MODIFIED
CONTINUING CARE CONTRACT)**

Copy of Resident's CCRC Agreement provided to Resident/Resident's Representative on

_____.
Date

Acknowledgement of receipt:

Signature of Resident or Resident's Representative

Acknowledgement by Operator:

Signature of Operator or the Operator's Representative

EXHIBIT III.C.

RATE OR FEE SCHEDULE⁴

Private Pay

Assisted Living Residence (ALR)

Basic Rates:

Studio Apartment (432 sq ft) (single occupancy only):	\$284 / day
One Bedroom Apartment (500 sq ft) (Single or First Occupant):	\$342 / day
One Bedroom Apartment (500 sq ft) (Second Occupant):	\$168 / day

Private Pay

Enhanced Assisted Living Residence Services (EALR)

Enhanced Services Rates:

Studio Apartment (432 sq ft) (single occupancy only):	\$284 / day
One Bedroom Apartment (500 sq ft) (Single or First Occupant):	\$342 / day
One Bedroom Apartment (500 sq ft) (Second Occupant):	\$168 / day

Private Pay

Special Needs Assisted Living Residence Services (SNALR)

Special Needs Services Rate:

Studio Apartment (432 sq ft) (single occupancy only):	\$395 / day
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Refundable Deposit: \$500

Payment prior to admission: Resident is required to pay an amount equal to two months (60 days) of the Basic Rate with the \$500 refundable deposit being applied to this amount. This payment will be applied towards the Resident's first month fee, which shall be determined on a pro-rata basis.

Total Amount \$ _____

Descriptions of the levels of services are in the following locations in this Agreement:

- Basic Services: Section I.B.
- Enhanced Services: Exhibit E.A. #1
- Special Needs Services: Exhibit S.N. #1

⁴Note that these rates are effective January 1, 2022 and are subject to change. For Residents who have entered into a CCRC Agreement, the rates shall be consistent with the applicable rates provided for in the CCRC Agreement.

A spouse, family member, friend, or any other individual of your choosing may occupy your One Bedroom Apartment with you, provided they are a resident of the ALR. The Second Occupant must: (1) meet all requirements for admission, (2) sign a separate residency agreement, and (3) pay the Second Occupant rate and any applicable charges set forth in their residency agreement. If your One Bedroom Apartment is occupied by two residents and one resident later permanently vacates the Apartment, regardless of the reason, the remaining resident's obligations under this Agreement shall continue in full legal force and effect and the remaining resident will have the option of: 1) retaining the same One Bedroom Apartment at the First Occupant rate then in effect for the One Bedroom Apartment or (2) terminating their residency agreement.

EXHIBIT V

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

EXHIBIT VI

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Please refer to attached form DOH-5194

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

Adult Care Facility Inventory of Resident Property

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 XI

RULES OF THE RESIDENCE – ASSISTED LIVING RESIDENT HANDBOOK

*Please refer to The Vincent Bove Health Center at Jefferson's Ferry
Assisted Living Resident Handbook.*

Copy of Assisted Living Resident Handbook provided to Resident/Resident's Representative on

_____.
Date

Acknowledgement of receipt:

Signature of Resident or Resident's Representative

Acknowledgement by Operator:

Signature of Operator or the Operator's Representative

EXHIBIT XV

RESIDENT RIGHTS AND RESPONSIBILITIES OF RESIDENT 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 Ombudsman 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; and

P) Every Resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, that providing additional services to a resident shall not be considered a fee increase in the following situations:

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.

R) 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**

The Vincent Bove Health Center at Jefferson's Ferry strives to deliver services to all residents with efficiency, professionalism and compassion. However, we realize that concerns sometimes arise. Therefore, we maintain a grievance procedure to provide a vehicle for you to voice concerns, make suggestions, or comments. Any resident, resident's representative, resident's legal representative, family member, or advocate may file a grievance or concern regarding resident's treatment, medical care, behavior or other residents, staff members, theft or property, etc., without fear of threat, coercion, discrimination, or reprisal.

A complaint may be brought to the attention of any staff member. Staff members have been instructed to forward your concerns to their department head, the Director of Social Services, or the Charge Nurse, who then can provide you with a Grievance Form or assist in its completion. You may, of course, bring your concern directly to any department head, the Director of Social Services, or the Charge Nurse. Staff is always available to assist you with taking down a written complaint should you require this assistance. Anonymous complaints or suggestions can be made in writing and placed in the locked suggestion box located by the Bove Health Center front desk and are not required to be written on a Grievance Form.

Ultimately, the Director of Social Services will receive your complaint or suggestion, arrange to meet with you, and document your complaint or concern in writing within forty-eight (48) hours. The Administrator reviews all grievance forms and will ensure that your concern has received the proper follow-up by the appropriate discipline.

Additionally, as a resident in our Assisted Living Residence, you are encouraged to attend the Assisted Living Residence Resident Council meetings. The Assisted Living Residence Resident Council meets once a month and has a President as well as a Vice President who are also residents of the Assisted Living Residence and are elected annually. A liaison from Jefferson's Ferry staff is also usually in attendance, although the group has the right to meet without a staff member present if they choose. The purpose of the Resident Council meeting is to give the residents a platform to voice concerns, comments, issues, etc. in regard to the facility or anything else they feel is important in an anonymous setting. Minutes of every meeting are typed and reviewed at the following meeting. Any issues brought up by the Resident Council are forwarded to the appropriate department heads, so that they can address the issues within their department and provide the council with a response and/or plan of action.