All American Assisted Living at Coram

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

THIS AGREEMENT is made between GK Coram Operating, LLC d/b/a All American Assisted Living at Coram, the "Operator", _____ (the "Resident" or "You"), _____ (the "Resident's Representative", if any) and _____(the "Resident's Legal Representative", if any).

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 463 Middle Country Road, Coram, New York 11727 as an Assisted Living Residence ("The Community") known as All American Assisted Living at Coram and as an Enriched Housing Program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence ("EALR") and a Special Needs Assisted Living Residence ("SNALR"). These certifications permit the Operator to provide Enhanced Assisted Living services for up to a maximum of 84 persons and Special Needs Assisted Living services for up to a maximum of 24 persons.

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

AGREEMENT

I. <u>Housing Accommodations and Basic Services</u>

Beginning on _____, _____, (*Insert beginning date of residency)* the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Apartment**. The Community will provide the Resident with the use of the apartment designated on Exhibit I.A.1, subject to the other terms of this Agreement.

2. **Common areas**. You will be provided with unrestricted access to use the general purpose rooms at the Residence such as the media room, parlor/library, arts and crafts room and all other common areas for at least

ten (10) hours per day between the hours of 9:00 a.m. and 8:00 p.m.. Resident access to general-purpose rooms outside of this timeframe will not be restricted by any rules of the residence or facility policy.

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

B. **Basic Services**

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

1. **Meals and Snacks**. Three (3) nutritionally well-balanced meals per day and two snacks per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan:

- **Regular Diet** If meals are cooked without salt, a salt pack must be offered.
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- **No Added Salt (NAS)** No Added Salt diet. Meals for NAS diets are prepared without the addition of salt during the cooking process or with salted seasonings, marinades, and rubs.
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- **No Concentrated Sugar (NCS).** Sugar free and lower calorie items, such as sugar free syrups and jellies, sugar free deserts, sugar free beverages and no sugar added items will be made available at each meal for residents with a NCS diet to consume. Salt packs may be offered if meals are cooked without salt.

- **Gluten Free.** Gluten free items will be provided per doctor's order.

2. **Activities**. The Community 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 Community will provide general housekeeping services inclusive of daily dusting and garbage removal on a weekly basis or as otherwise needed in keeping with Your needs.

4. **Linen Service**. The Community will provide linen services (towels and wash towels, pillowcase, blanket, bed sheets, bedspread) on a weekly basis or as otherwise needed in keeping with Your needs.

5. **Laundry of Your Personal Washable clothing**. The Community will provide laundry services for your personal washable clothing and linens on a weekly basis or as otherwise needed in keeping with Your needs. You are responsible for making arrangements to have cleaned any clothing that requires dry cleaning or pressing.

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

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

8. **Personal Care**. The Community will provide some assistance with bathing; grooming; dressing; toileting; ambulation; transferring; medication acquisition, storage and disposal; assistance with self-administration of medication, as required by Your Individualized Service Plan and consistent with Exhibit III.A.2. Additional services including assistance with ambulation and transferring are available to residents admitted to the EALR.

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

C. **Additional Services**

Except as otherwise expressly stated in this Agreement, You are responsible for furnishing and paying for all of Your health and medical care services, including, without limitation, transportation, hospital services, skilled nursing facility charges, physicians' services, private duty personnel, medications, vitamins, eye glasses, eye examinations, hearing aides, ear examinations, medical tests, medical appliances, dental work, dental examinations, orthopedic appliances, laboratory tests, x-ray services, or any rehabilitative therapies.

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 Exhibit II, which is attached to and made part of this Agreement.

III. Fees

A. Basic Rate

The Residence operates with a tiered fee arrangement, in which the amount of the Basic Rate depends on the types of services provided. As such, your total monthly basic rate ("Basic Rate" or "Total Monthly Basic Rate") is composed of two distinct fees as set forth in detail in Exhibit III.A: 1) the fee for your Housing Accommodations and Basic Services, and 2) the fee for your level of care services, and, if applicable. Attached as Exhibit III.A and made a part of this Agreement is a rate or fee schedule that breakdowns the fees that make up your Total Monthly Basic Rate.

The Basic Rate for each resident will be determined by the level of care the Resident is assigned, as those levels are described in Exhibit III.A, based upon an initial and then ongoing assessment of his or her needs. The Basic Rate will change immediately upon a change, either upward or downward, in the applicable level of care. If the Basic Rate is adjusted for reasons other than a change in the level of care, you will be given the notice required as set forth in Section III.E. The first month of Your Basic Rate is due prior to your move in. A summary of all Your fees is found in Exhibit III.A and includes the total amount due prior to move-in.

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident, or other specified party, will pay, and the Operator agrees to accept, the Housing Accommodations and Basic Services fee identified on Exhibit III.A 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).

B. Supplemental, Additional, or Community Fees

A Supplemental or Additional fee is a fee for service, supplies, 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, as set forth in Section III.E. Any charges by the Operator for additional or supplemental fees shall be made only for services and supplies that are actually supplied to the resident.

The New Resident Service Fee is a one-time fee that the Operator may charge at the time of admission. This Residence charges a one-time New Resident Service fee as set forth in Exhibit C, payment of which is a condition of residency. You may choose whether to accept the New Resident Service fee as a condition of Your residency in the Residence or to reject the New Resident Service fee and thereby reject residency at the Residence. The New Resident Service fee is non-refundable, except that the fee will be refunded if within 30 days from the date You signed this agreement, You have not been admitted to the Facility and you make a written request for the refund stating that You will not be seeking admission to the facility.

Exhibit III.B, attached to and made a part of this agreement, describes in detail any additional services, supplies, or amenities available at the Community directly or through arraignments with the Operator for a supplemental or additional fee. Such Exhibit state who would provide such services or amenities, if other than the Operator.

C. Refundable Security Deposit

You will be charged a security deposit equal to one month's Housing Accommodation and Basic Services fee in the amount shown on Exhibit III.A.2, which will be due prior to Your date of admission. Subject to the terms of this paragraph C, Your security deposit will be returned to You within three (3) days following Your discharge from the Community.

The security deposit will be held in an interest bearing account, but the Community may deduct an amount not to exceed one percent (1%) per annum of the amount invested for the cost of servicing the account, as applicable. If You cause damage to your Room or should wear and tear during the period of Your occupancy be excessive

and unreasonable, the Community reserves the right to use the security deposit to cover expenses related to repairs of the Room. If You do not pay Your Basic Rate on a timely basis, the Operator may use Your security deposit to pay for any amount that You owe to the Operator.

You and Your Legal Representative have the right to dispute and contest any charges in accordance with Section XVI below or in accordance with applicable law.

If the Operator is required to use any portion of Your security deposit to pay for any services You receive, You must replenish your security deposit in the amount equal to the sum used.

D. Billing and Payment Terms

The Resident shall promptly pay to the Community upon move-in, the New Resident Service fee, the Security Deposit, and the Resident's Basic Rate for the first month of residency prorated over the number of days left in the month.. Each month thereafter, Payment of the Basic Rate is due no later than the fifth (5^{th}) of each month. An advance billing of that month's Basic Rate plus the actual charges for supplemental supplies and services for the preceding month will be provided to You.

You will be charged from the day you move-in to your Apartment up through and including the day You or Your authorized agent remove all of your belongings and return all your keys to the Community. If You fail to remove Your belongings from your Apartment prior to the day of Your transfer or discharge from the Community (the "Discharge Date"), the Operator will continue to assess the Total Monthly Basic Rate identified in Exhibit III.C until Your belongings are removed from the Apartment. The amount charged will be prorated from the Discharge Date to the date Your belongings are removed from the Apartment. If Your belongings remain in the Apartment following transfer or discharge, the Community will provide You written notice to remove all belongings from the Apartment within 30 days. If You fail to make arrangements and Your belongings remain in the Apartment following the 30 day notice period, Your belongings will be deemed abandoned personal property and the Community will discard of Your belongings.

The Community will provide to Resident a monthly statement itemizing all fees and charges incurred and reflecting the payments received and the balance due. Payments shall be delivered to All American Assisted Living at Coram, 463 Middle Country Road, Coram, New York 11727.

If an account due by the fifth (5^{th}) of any calendar month is not paid with ten (10) days of its due date, the Community shall apply a one and one-half percent (1 ½%) equivalent to an annual percentage rate of eighteen percent (18%) service charge from the first of the month until paid. The Resident shall pay all collection costs including, without limitation, reasonable attorney's fees and court fees, as determined by a court of competent jurisdiction, and collection fees should the account be referred to

collection. The Resident or Resident's Representative or Legal Representative, if any, has the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.

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 Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4, and 5 below. The Operator may increase the Basic Rate and/or Additional or Supplemental Fees on an annual basis by providing You with written notice of the increase not less than forty-five (45) days prior to the effective date of the rate or fee increase.

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

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

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

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

Upon any change in fees, the Community will provide the Resident and/or Representative with an amended Schedule of Fees or other amendment to this Agreement for signature. The Resident agrees to sign the amended Schedule of Fees or other amendment to this Agreement and pay all applicable new or increased fees and charges, unless the Resident terminates this Agreement prior to the effective date of the fee or charge increase.

If the Resident fails to sign and agree to the amended Schedule of Fees and does not object within fourteen (14) days of the transmittal date of the notice, the Resident shall be deemed to have agreed to the amended Schedule of Fees. If the Community agrees at the request of the Resident or determines that it is necessary to provide additional services or to expand services beyond those then being furnished to the Resident, no advance notice requirement will apply to any fees or charges relating to such services.

F. Bed Reservation

The Operator agrees to reserve the Apartment as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is Your Total Monthly Basic Rate (as shown on Exhibit III.A), prorated on a per diem basis. Your Room will be reserved for as long as you continue to pay Your Total Monthly Basic Rate and subject to this Section III.F. A 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 Your Apartment by providing the Operator with thirty (30) days' prior notice. If You choose to reserve Your Room, the then-current Total Monthly Basic Rate and terms of this Agreement will remain in effect until this Agreement is otherwise amended or terminated pursuant to Section XIII below.

If You are absent from your Room for medical reasons for more than fourteen (14) consecutive days, You will receive a credit toward Your Total Monthly Basic Rate for all charges within Your Total Monthly Basic Rate other than the Housing Accommodations & Basic Services fee. This credit will begin on the fifteenth (15^{th}) day of Your absence and will end when your medical condition allows You to return to the Community. You will be required to pay the Total Monthly Basic Rate less the above-described credit until such time as the Agreement is terminated pursuant to Section XIII of this Agreement.

G. Room Changes

In limited circumstances, the Community may need to relocate You from your Apartment identified in Section I.A.1 ("Original Apartment") to another apartment ("Substitute Room") in order to protect your health, safety and comfort or the health, safety and comfort of other residents or to perform routine or unscheduled maintenance. The Operator will make every effort to provide You with advance notice and a reasonably comparable apartment. If You are relocated to another apartment, no increase will be made to your then-current rate for Housing Accommodation and Basic Services. If You are relocated from a private apartment to a shared apartment, your then current-rate for Housing Accommodation and Basic Services will be adjusted to reflect the then-current rate for the shared apartment. Once the reason for the relocation has been resolved, You will have the choice of returning to your Original Apartment at your then-current rate for Housing Accommodation and Basic Services or remaining in the Substitute Apartment at its then-current rate for Housing Accommodation and Basic Services.

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

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

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

V. Transfer of Funds or Property to Operator

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

VI. Property or Items of Value Held in the Operator's Custody For You

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

VII. Fiduciary Responsibility

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

VIII. Tipping

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

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 Your Representative, contained in Exhibit IX.

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

I receive SSI funds _____ or I have applied for SSI funds _____
I receive SNA funds_____ or I have applied for SNI funds_____
I do not receive either SSI or SNA funds_____

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

X. Admission and Retention Criteria for an Assisted Living Residence

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

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

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

F. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be

appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

G. Enhanced Assisted Living Care may be 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.

The Enhanced Assisted Living Care available at this Residence is set forth in the "Enhanced Assisted Living Residence Addendum."

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

XI. Rules of the Residence

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

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

A. You, or Your Resident 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 New Resident Service fees as detailed in this Agreement.

2. Supply of personal clothing and effects.

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

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

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

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

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

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

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

3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.
4. Make the appropriate monthly payments as agreed to in this Agreement.

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

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

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

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

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

D. The Operator shall be responsible for the following:

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

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;

2. Upon thirty (30) days' notice from You or Representative to the Operator of Your intention to terminate the agreement and leave the facility. This notice is required regardless of your reason for termination of this agreement;

3. Upon 30 days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

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

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

2. If your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;

3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services, including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits;

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;

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

6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

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

XIV. Transfer

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

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

2. In the event that Your behavior poses an imminent risk of death or other serious physical injury to himself/herself or others;

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

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

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution and Resident Council

Any grievances by the Resident, the Resident's Representative and/or Legal Representative should be brought to the attention of Community staff. If the staff member cannot resolve any grievance or has failed to do so, the Resident, Resident's Representative, and/or Legal Representative may contact the Executive Director, either in person, by telephone or in writing and complete the Resident Grievance Form, attached hereto as Exhibit XVI. The Executive Director shall respond to your grievance within ten (10) business days, if practicable.

If your grievance is not resolved by the Executive Director, you may contact the Operator by phone at (516) 496-1505 or in writing at 100 Jericho Quadrangle, Suite 142, Jericho, New York 11753. The Operator shall respond to your grievance within ten (10) business days, if practicable.

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' Organizations and to provide a written report to the Residents' organization that address 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. Photo Waiver (Optional)

The Operator is required by the New York State Department of Health to include your photo in your Medication Assistance Record. The Operator also seeks your consent to use your photograph in other Residence publications. The photo wavier is included in Exhibit XVII.

XVIII. Pet Policy

If the Resident wishes to have a pet at the Community, the Resident shall execute the Pet Addendum, attached hereto as Exhibit XVIII, and made a part of this Agreement. The Resident agrees to comply with all the Community rules regarding the maintenance of such pets and shall hold the Community harmless for any damages or injuries caused by such pet. Notwithstanding any provision to the contrary in such Pet Addendum, the Resident shall be solely responsible for all care and costs associated with such pet as specified in Exhibit III.B and Section I of the Pet Addendum, attached hereto as Exhibit XVIII and made part of this agreement.

XIX. Scooter Policy

The Community promotes independence. Residents that require the use of a powered scooter and/or electric wheelchair must meet the requirements set forth in the Scooter/Electric Wheelchair Policy & Agreement, attached hereto as Exhibit XIX, and made a part of this Agreement.

XX. Smoking Policy

The Community is a smoke-free residence. Smoking is prohibited in all rooms and common areas and is authorized only in designated areas as set forth in the Smoking Policy, attached hereto as Exhibit XX, and made a part of this Agreement.

XXI. Assurance of Confidentiality

The Community acknowledges that the Resident's personal and medical records are confidential. As such, the Community complies with the regulations set forth in the Health Insurance Portability and Accountability Act ("HIPAA"). The Resident may approve or refuse the release of personal and medical records to any individual outside the facility. The right to refuse release of personal and medical records does not apply when the Resident is transferred to another health care facility or record release is

required by law (i.e. authorized agencies, third party payor). The Resident hereby authorizes the Community to release personal and medical records to any facility the Resident is transferred, in connection with any treatment to be rendered, provided that Resident executes authorization to release attached as Exhibit XXI and made a part of this Agreement.

XXII. Miscellaneous Provisions

A. **Entire Agreement.** This Agreement, including any addenda attached, constitutes the entire Agreement between the parties.

B. **Amendment.** This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.

C. **Examination of Records.** The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

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

E. **Enforceability and Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York and Regulations . In the event that any portion of this Agreement is in conflict with State law or Regulations , the remainder of the contract shall be enforceable and the conflicting provision shall be amended to be consistent with State law and Regulations.

F. **Notice.** Any notice required under this Agreement shall be mailed first-class, postage prepaid, addressed as follows:

All American Assisted Living at Coram
c/o Kaplan Development Group
100 Jericho Quadrangle, Suite 142
Jericho, New York 11753

G. **No Tenancy Interest or Management Rights.** This Agreement gives the Resident the right to live in the Community and to have as much freedom and choice regarding the Resident's life at the Community as possible. However, it does not give the Resident the rights of a "tenant" as state law defines that term. Nothing in this Agreement is intended or shall be construed to create a lease or a

landlord/tenant relationship. Resident acknowledges that the relationship between the Operator and the Resident is not that of a landlord/tenant and the Resident acquires no rights of tenants. Resident's rights to the premises are solely as is set forth in this Agreement. The Community reserves the sole right to provide management of the Community in the best interests of all residents and reserves the right to manage or make all decisions concerning the admission, terms of admission or dismissal of other residents consistent with state law.

H. **Decorations and Alterations.** You are free to decorate Your Apartment as you wish, provided that you comply with the safety rules of the Community. You may not make any structural or physical changes to Your Room, unless expressly approved in writing by the Community. Any such alterations or improvements shall become the property of the Community. You may not change any lock or add any lock or locking device to Your Room without the prior written consent of the Community. The Community holds extra copies of room keys in the event of loss and You will be responsible for the costs associated with the replacement of lost or stolen keys. The Community must approve any changes or modifications to Your Apartment, which require the assistance of electricians, contractors, or similar professionals in advance. Members of All American staff reserve the right to inspect and install all electrical appliances that the Resident intends to use. Apartment alterations must be brought back to the original condition, unless accepted by the community's management upon the disposition of this agreement. Portable heaters and extension cords are not permitted in Your Room.

I. **Miscellaneous Condition of Premises.** The Resident has the right to inspect the apartment designated prior to execution of this Agreement. At the inspection, the Resident and the Community's representative shall write a report of any defects and pre-existing damages in the apartment and specify any actions, which will be taken by the Community to correct defects or repair damages. Material defects affecting the habitability of the apartment shall be corrected prior to occupancy. Failure of the Resident to note in writing any defects or damages indicates the Resident acknowledgement that the Room is in good repair.

J. **Use of Apartment.** Your apartment is to be used only for residential purposes and not for use for business purposes or the practice of any profession without written consent of the Executive Director. Overnight guests are not permitted without the written consent of the Community, Resident and/or Resident's Representative and/or Legal Representative.

K. **Access to Your Apartment.** The Community's staff may enter Your Apartment at reasonable times and for reasonable purposes, including inspection, maintenance and other services described in this Agreement. Every effort will be made to notify a Resident that the Community employee will enter or has entered their Room for non-routine events. In addition, the facility is licensed as an Assisted Living Residence by the New York State Department of Health and Senior Services and, as such, a duly authorized agent of the Department of Health

and Senior Services may, after providing proper identification and stating the purpose of his or her visit, enter and inspect the entire facility, including Your Apartment, at any time without advance notice.

The Resident must notify the Community if the Resident will be away for any period of time. In case of emergency during the Resident's absence, the Community may enter the Apartment without the Resident's consent.

L. **Liability for Damage.** You agree to maintain your Apartment in a clean, sanitary, and orderly condition. You shall reimburse the Community for the repair to Your Apartment and for the repair or replacement of furnishings and fixtures owned by the Community in Your Apartment above and beyond ordinary wear and tear. Excessive wear and tear to Your Apartment will be in the sole discretion of the Executive Director. Any assessed expenses by the Executive Director will be due in the month immediately following the month that the expenses are assessed and may be deducted from Your security deposit. In addition, you shall reimburse the Community for any losses or damage to the Community's real or personal property outside Your Apartment caused either intentionally or negligently by you or by persons on the premises with your permission.

M. **Assurance of Confidentiality.** The Community acknowledges that the Resident's personal and medical records are confidential. As such, the Community complies with the regulations set forth in the Health Insurance Portability and Accountability Act ("HIPAA"). The Resident may approve or refuse the release of personal and medical records to any individual outside the facility. The right to refuse release of personal and medical records does not apply when the Resident is transferred to another health care facility or record release is required by law (i.e. authorized agencies, third party payor). The Resident hereby authorizes the Community to release personal and medical records to any facility the Resident is transferred, in connection with any treatment to be rendered, provided that Resident executes authorization to release which shall become part of this Agreement.

N. **Non-Discrimination.** The Community will not discriminate because of race, sex, color, religion, national origin, handicap or any characteristics protected by law.

O. **Guardianship and Powers of Attorney.** The Community owners, directors, executive director, or employees will not seek for itself guardianship or powers of attorneys of any Resident.

P. **Advanced Directives.** It is the policy of the Community to ask all prospective Residents whether they have executed any advance directives. This includes health care powers of attorney, living wills, durable powers of attorney or other documents which describe the amount, level or type of health care you would want to receive at a time when you can no longer communicate those decisions

directly to a doctor or other health care professional. It also includes documents in which you name another person who has the legal authority to make health care decisions for you. If you have executed any such documents, or if you execute any such documents while living at the Community, it is your responsibility to advise the Community staff of this and to provide a copy of any such documents to the Community. If you have such documents, and you have provided a copy to the Community, the Community will provide copies of these documents to health care professionals who may be called to assist you with health care if time and circumstances permit. If you execute such documents, and later revoke or change them, it is also your responsibility to inform the Community of such revocation or change. This is requested so that the Community can assist you in ensuring your health care choices are properly communicated to your health care professionals.

The Resident will provide the Community with all information regarding general or financial powers of attorney.

Q. **Fire Drills.** Regulations require that all Residents participate in fire drills, which may include evacuation of the building. Guests are encouraged to participate in the Fire Drills. Monthly Fire Drills on all three shifts are scheduled, as well as an annual Disaster Drill.

R. **Damage to Premises or Injury to Persons, Disruption of Services.** In the event of damage to the premises or injury to any person caused by an act or omission of the Resident or by members of the Resident's family, visitors, guests or employees, whether intentional or unintentional, the Resident shall be responsible for reimbursing the Community for all actual damages associated with said damage or injury. The Resident shall not repair any damage to the Apartment unless said damage is first inspected and the Community authorizes repairs. The Resident shall reimburse the Community on or before the first of the month following receipt of any itemized statement of costs incurred by the Community to repair damages covered in this provision. Upon written request, the Community shall provide substantiation of all such costs to the Resident.

The Community shall be under no liability to the Resident of whatever nature, unless solely caused by negligent acts of the Community. The Resident shall indemnify and hold harmless the Community for any unsafe or negligent hazards and/or conditions caused by the Resident and for which result in injury to the Resident or third-parties.

In the event the Resident's apartment is damaged and services are disrupted by fire, floods, windstorm, or other events categorized as "Acts of God", the Community shall effect repairs and restore services within a reasonable period of time and at its expense. The Community shall not be obligated to restore the Resident's apartment if the Community determines in its sole and absolute discretion, that it is not economically feasible for the Community to do so. Should

the Community determine not to restore the premises, this agreement may be terminated upon written notice from the Community to the Resident.

S. **Property of the Resident and Release and Liability.** The Community is not responsible for loss of any property belonging to you due to theft or any other cause unless such loss is caused by the negligent acts of the Community or its employees or agents. If you wish to purchase insurance in the event of damage to your property or the loss of your property, you are responsible for purchasing and maintaining such insurance.

Resident hereby releases All American Assisted Living at Coram and SM Coram, LLC (the management company) from liability for any personal injury or property damage suffered by Resident or Resident's agents, guests, or invitees, unless caused by the negligence of All American Assisted Living at Coram and the management company or its employees or agents. Resident hereby releases All American Assisted Living at Coram and the management company from any and all liability associated with an adverse event resulting from Resident's self-administration pursuant to the physician's written order.

Notwithstanding anything in this Agreement to the contrary, no personal liability shall accrue against All American Assisted Living at Coram or the management company or any agent, subsidiary or affiliate of All American Assisted Living LLC or any individual, officer, director, member, partner, fiduciary of All American Assisted Living LLC or any heir, personal representative, successor, or assign of the foregoing, nor shall any personally-owned property of the foregoing individuals be realized for the satisfaction of any claims. Resident understands and agrees that he or she shall look solely to All American Assisted Living at Coram for the satisfaction of any and all claims arising out of or relating to this Agreement. All American Assisted Living LLC shall not be liable for any personal injury or property damage from the action of any employee or agent of All American Assisted Living at Coram acting outside the scope of their employment or agency.

T. **No Proprietary Interests.** You Rights under this Agreement are the rights and privileges expressly granted, and do not include any proprietary interests in the Community or other properties of the Community.

XXIII. Agreement Authorization

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

Dated:_____ _____
(Signature of Resident)

Dated:_____ _____
(Signature of Resident's Representative)

Dated:_____ _____
(Signature of Resident's Legal Representative)

Dated:_____ _____
(Signature of Operator or the Operator's Representative)

Personal Guarantee of Payment (Optional)

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

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

(Optional) **Guarantor of Payment of Public Funds**

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate from either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to meet Your obligations under this Agreement.

_____ _____

(Date) (Guarantor's Signature)

_____

Guarantor's Name (Print)

EXHIBIT I.A.1

IDENTIFICATION OF APARTMENT

The Community shall prove the Resident with the use of Apartment number _____ at the rate described in Section XX of the Agreement and set forth on Exhibit III.A.2.

The Community will make all efforts to provide the Resident with a (circle one) single/double occupancy Apartment.

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

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

1) A standard, single bed in good repair, a chair, a lamp;
2) Lockable storage facilities for personal articles and medication which cannot be removed at will if the individual room or apartment is not equipped with a lock;
3) Individual dresser and closet space for the storage of resident clothing;
4) Dishes, glasses, utensils, table;
5) Household linens including, at a minimum , a pillow, a pillowcase, two sheets, blankets, a bedspread, towels and washcloths;
6) Household supplies and equipment including soap and toilet tissue

EXHIBIT I.A.4

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents are allowed to bring the items below.

Check all those that will be furnished by You.

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

Residents are NOT ALLOWED to bring the items below:

- Incense or Candles
- Extension cords
- Outlet adapters and 2, 3, or 4 way plugs
- Heating blankets/heating pads
- Bed side rails
- Potpourri burners
- Frayed cords
- Large refrigerators
- Air conditioners not approved by the Operators
- Installation or alteration of electrical equipment is prohibited
- Antennas that extend outside room windows or be attached to the outside of building
- Door stops or wedges
- Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Stern-o Cans
- Fire arms/weapons of any type/ammunition
- Fire works
- Grills of any type
- Curtains made from material that is not a fire retardant material
- Gasoline powered equipment
- Heating units (space heater)
- Kerosene or Oil Lamps
- Sun lamps
- Heating elements (immersion type)
- Narcotics/illegal drugs
- Lamps without proper shades
- Waterbeds/water mattress

EXHIBIT I.D

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

At this time there are no providers offering home care or personal care services under any arrangement with the Operator. The Community, however, will make every effort to assist you in obtaining appropriate skilled nursing and home health care services not provided at the Community, if You so desire.

EXHIBIT II

DISCLOSURE STATEMENT

GK Coram Operating, LLC ("The Operator") as operator of All American Assisted Living at Coram ("The Community"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate at 463 Middle Country Road, Coram, New York 11727 an Assisted Living Residence as well as an Enriched Housing Program.

   The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a 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 either Enhance Assisted Living Services or Special Needs Assisted Living services, as long as 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 84 persons.
   b. Special Needs Assisted Living services for up to a maximum of 24 persons.

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

   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 Community, it may be necessary for You to change your apartment within the Community.

3. The owner of the real property upon which the Community is located is SHI-III Coram, LLC. The mailing address of such real property owner is c/o Kaplan Development Group, 100 Jericho Quadrangle, Suite 142, Jericho, NY 11753.

4. The following individual is authorized to accept personal service on behalf of such real property owner: Glenn Kaplan, 100 Jericho Quadrangle, Suite 142, Jericho, NY 11753.

5. The Operator of the Community is GK Coram Operating, LLC. The mailing address of the Operator is c/o Kaplan Development Group, 100 Jericho Quadrangle, Suite 142, Jericho, NY 11753.

6. The following individual is authorized to accept personal service on behalf of the Operator: Glenn Kaplan, 100 Jericho Quadrangle, Suite 142, Jericho, NY 11753.

7. 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 Community.

   None.

8. 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 Community, in the Operator.

   None.

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

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

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

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

13. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. 631-470-6755 is the Local LTCOP telephone number. The NYSLTCOP web site is http://www.ltcombudsman.ny.gov.

EXHIBIT III.A

RATE OR FEE SCHEDULE

Housing Accommodation and Basic Services Fee:

Room Type	Monthly Fee
☐ Assisted Living Two-Bedroom Suite	$5,100 shared month
☐ Assisted Living Studio	$6,200 month
☐ Memory Care Two Bedroom Suite	$6,750 shared month
☐ Memory Care Studio	$7,400 month

Housing Accommodation & Basic Services Fee $_____

If the resident requires more than the basic personal care services, as described in Section I.B of the Agreement, and as indicated by a comprehensive assessment completed by Your physician and a licensed nurse prior to admission, at least every 6 months, as requested by Your physician or when you have changes in your care needs and as specified on the resident's Individualized Service Plan, then the resident will be placed into one of the levels of care identified below and will be required to pay the additional rate listed. All American Assisted Living at Coram uses an assessment tool to calculate the total number of points for personal care tasks and medication management services beyond the medication assistance required by 18 NYCRR 488.7(d), pursuant to an assessment tool used by the facility to determine a resident's care level.

Care Level Rates

Assisted Living

Care Level	Monthly Fee
☐ Base Rate (1-30 points)	N/A
☐ Level I (30-60 points)	$750 per month
☐ Level II (61-90 points)	$1,500 per month
☐ Level III (91-180 points)	$2,000 per month
☐ Level IV (180+ points)	$2,500 per month

Memory Care (SNALR)

Care Level	Monthly Fee
☐ Base Rate (1-30 points)	N/A
☐ Level I (31-90 points)	$1,500 per month
☐ Level II (91+ points)	$2,500 per month

* Residents who are admitted to the facility's Assisted Living Residence (ALR) or Special Needs Assisted Living Residence (SNALR) may receive Enhanced Assisted Living Residence (EALR) services as part of the service charge for the above care levels if they have been admitted to the facility's EALR. Please refer to the EALR Addendum, which is attached to and

made part of this agreement, for the list of skilled nursing services available at the facility, which may be provided to You if You require more than the basic personal care services as described in Section I.B of this Agreement.

Your Total Monthly Basic Rate: $_____

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

Move-In Cost Summary

This month's Financial Obligation Prorated (Day's left in Move-In Month X $_____.____/month of the Total Monthly Basic Rate)	$_____.____
New Resident Service fee	$_____.____
Pet Fee (if applicable)	$_____.____
Scooter Fee (if applicable)	$_____.____
Security Deposit	$_____.____
Total Due at Move-In	**$**_____.____

EXHIBIT III.B

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

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

Service:	**Additional Charge:**	**Provided By:**
Beauty/Barber Services	As posted by Vendor	Provider of Choice
Personal Items (i.e. adult briefs, medical treatment supplies and equipment)	As posted by Vendor	Provider of Choice
Transportation (outside of scheduled days/routes)	As posted by Vendor	Provider of Choice

Cable Television	As posted by Vendor	Provider of Choice
Internet	As posted by Vendor	Provider of Choice
Guest Meals	$7 breakfast $10 lunch $15 dinner	Operator
New Resident Service fee	$4,250 one-time fee	N/A
Security Deposit	One Month Housing Accommodation and Basic Services fee	
Emergency Pendant Replacement Fee	$250/pendant	N/A
Returned Payment Fee	$25/occurrence	N/A
Pet Fee	$500/pet	N/A
Scooter Deposit	$1,000 /device	N/A

New Resident Service Fee:

This is a one-time New Resident Service fee of $4,250 per person that must be paid on or before the date of Your admission. The New Resident Service fee is non-refundable except as provided in Section III.B of this Agreement. The New Resident Service fee is not a security deposit and is not intended to secure the performance of any obligation of the Resident under this Agreement.

Security Deposit

This is a refundable security deposit equal to one month's Housing Accommodation and Basic Services fee in the amount shown on Exhibit III.A.2, due prior to the date of Your admission. Your security deposit will be returned to You within three (3) days following Your discharge from the Residence subject to the terms of Section III.C.

Emergency Pendant Replacement Fee:

The Community may provide an emergency pendant to certain residents. If an emergency pendant is provided to You, You will be responsible should you lose the emergency pendant. In that event, a $250 replacement fee will be imposed on your monthly invoice.

Returned Payment Fee:

The Community will impose a $25 fee, which may change from time to time, for any check or other form of payment returned to the Community due to insufficient funds.

Pet Deposit:

If You wish to keep a pet in Your Room, the Community charges a one time, non-refundable pet fee of $500 to cover the cost of any necessary repairs due to damage that may be caused by or any damages caused as a result of the pet. (See Exhibit XXIII).

Scooter Deposit:

The Community charges a scooter/electric wheelchair (device) deposit of $1,000 to use a powered scooter and/or electric wheelchair in the Community. Monies for damages incurred as a result of the Resident's operation of the powered scooter and/or electronic wheelchair will be deducted from this amount and the deposit amount shall be replenished back to $1,000.

EXHIBIT V

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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

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

EXHIBIT VI

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

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 X		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE X	DATE		

DOH-5194 (DSS-3027) (Revised 7/78, 6/14, 10/15, 12/15)

EXHIBIT IX

STATEMENT OFFERING PERSONAL ALLOWANCE ACCOUNT

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

Adult Care Facility Statement
Offering Personal Allowance Account

FACILITY NAME: _____ **OPERATING CERTIFICATE NUMBER:** _____

For Supplemental Security Income (SSI) and Safety Net Assistance (SNA) Recipients

I understand that New York State Department of Health (NYS DOH) Regulations provide me, as an SSI or SNA recipient, with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator cannot accept my personal allowance to pay for supplies and services that the operator is required to provide by law, regulation, or admission agreement. In addition, my personal allowance may not be used to pay the operator for any services for which payment is available under Medicare, Medicaid, or third party coverage.

I understand that the operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal allowance funds.

I understand that if I or my representative choose a facility maintained personal allowance account, the NYS DOH Regulations require the operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account); show or give me upon request, or at least every three months, a summary of my account which includes my current balance and informs me of any other important facts about my account.

I understand that I do not have to put my funds in a facility maintained account.

I understand that I may close my facility maintained account at any time and have my funds returned to me.

I understand there are legal protections for my funds and account.

I understand that I may ask the NYS DOH or legal/advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

Check one of the following boxes:

☐ I authorize the operator to establish a facility maintained personal allowance account.

☐ I do not authorize the operator to establish a facility maintained personal allowance account.

☐ As representative for _____ , I agree to comply with the personal allowance requirements set forth above.
☐ **I do** ☐ **I do not** authorize the operator to establish a facility maintained personal allowance account.

☐ I am not an SSI or SNA recipient. However, the operator has offered to maintain a personal fund account for me. I hereby authorize such an account.

Signature of Resident _____ Date _____

Signature of Resident Representative _____ Date _____

Signature of Operator or Designee _____ Date _____

DOH-5195 (DSS-2853) (Revised 7/85, 6/14, 10/15, 12/15)

EXHIBIT XI

RULES OF THE RESIDENCE

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

You acknowledge that you have received a copy of the Community's Resident Handbook.

Resident/Responsible Party:_____ Date:_____

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; 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 A THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING RESIDENCE PROGRAMS.

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

EXHIBIT XVI

RESIDENT GRIEVANCE POLICY AND FORM

Policy:

Residents have a right to present grievances or recommendations for changes or improvements without fear of reprisal.

The Operator will post the procedure for grievances or recommendations visibly in a common area.

Procedure:

1. Grievances and recommendations must be presented in writing. A grievance/recommendation form will be available at the front desk. If a staff member receives a verbal grievance or recommendation, the staff member should direct, and if appropriate, assist the Resident in completing a written grievance or recommendation.
2. Grievances and recommendations may be placed in the Suggestion Box located at next to the first floor mailboxes or may be given to the Executive Director or the appropriate Department Head. The appropriate Department Head will deliver any grievances and recommendations received by them to the Executive Director for initial review and assignment.
3. Grievances may be signed by the resident, but a signature is not required. Residents wishing to remain anonymous may place their grievance or recommendations in the Suggestion Box without signature.
4. Grievances and recommendations will remain confidential and staff member will take proper measures to safeguard resident privacy.
5. The Executive Director or his or her designee will collect grievances and recommendations from the Suggestion Box on a weekly basis, and after an initial review, assign them to the appropriate Department Head for resolution or action.
6. The assigned Department Head will work to resolve the grievance or respond to the recommendation within five days after its receipt. Responses to signed grievances will be in writing and delivered to the Resident. Responses to anonymous grievances will be in writing and delivered to the Resident Council.
7. If the Resident finds the response unacceptable, the Resident should make an appointment with the Administrator to discuss the grievance or recommendation. If the Resident has presented an anonymous grievance or recommendation via the Suggestion Box and finds the response to the grievance or recommendation unacceptable, the Resident should submit another grievance or recommendation indicating that it is the Second Request using the Suggestion Box.
8. Any grievances that are not resolved will be referred to the local Long Term Care Ombudsman.
9. The Executive Director will present information regarding resident grievances and recommendations to the Quality Improvement Committee, which will review such grievances and complaints and make recommendations as appropriate. The Executive Director will response to these recommendations as appropriate.

It is the policy of All American Assisted Living at Coram to provide residents and/or their families/responsible parties with a method of expressing and resolving any grievance.

If you have a problem that cannot be addressed by staff, you may contact the Executive Director either in person, by telephone, or in writing. You will receive a response from the Executive Director within ten (10) business days.

Should your complaint not be resolved after a meeting with the Executive Director, you may contact a representative of the Operator, GK Coram Operating, LLC, at (516) 496-1505. You will receive a response form them within ten (10) business days.

If you are not satisfied with our solution, you may contact the New York State Long Term Care Ombudsman Program (NYSLTCOP) at 1-855-582-6769 or the local Long Term Care Ombudsman at 631-470-6755

Resident: Please complete this form and deliver it to the Executive Director.

Resident's Name:_____ Resident's Telephone No.:_____

Resident's Mailing Address: _____

_____

Please describe the problem or complaint:

_____
_____
_____
_____
_____
_____
_____

Resident: Please sign and date this form on next line

Resident's Signature: _____ Date _____

Briefly describe follow-up investigation:

Executive Director/Designee Signature: _____ Date:_____

BQS KBK Digitally signed by BQS KBK Date: 2021.06.25 17:11:17 -04'00'

EXHIBIT XVII

PHOTO WAIVER (OPTIONAL)

Photographs, Videos and Recordings

I hereby grant _____ do not grant _____ permission to All American Assisted Living at Coram (the "Community") and its representatives to use photographs taken of me while attending activities or community events organized by the Community or while in the common areas of the Community or public relations and promotional purposes.

I understand and agree that these images will become the property of the Community. I hereby irrevocably authorize the Community to enhance, copy, exhibit, publish or distribute these images in a manner that is respectful and dignified for purposes of educating consumers about assisted living and the services offered at the Community in public relation and promotional materials (online, video or print). In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.

Additionally, I waive any right to royalties or other compensation arising or related to the use of these images. I hereby hold harmless and release and forever discharge the Community from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 21 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

Dated:_____ _____
(Signature of Resident)

Dated:_____ _____
(Signature of Resident's Representative)

Dated:_____ _____
(Signature of Resident's Legal Representative)

EXHIBIT XVIII

PET ADDENDUM

The Community consents tot eh Resident keeping in the Room the household Pet described as follows:

Kind of Animal/Breed _____
Name _____
Color _____
Weight _____
Age _____
Veterinarian _____

I. RESIDENT RESPONSIBILITIES

The Resident will keep the Pet in the Room except when walking the Pet, if applicable, or transporting it to and from the Room. The Resident will not allow the Pet in lobbies or in common residential areas and will transport the Pet to and from the Room only by side entrances of the building when available and/or feasible. The Resident will walk and curb the Pet only in areas designated by the Community and will be responsible for cleaning up after the Pet. When the Pet is not in the Room, the Resident will keep it on a leash no longer that five (5) feet or in a cage or other appropriate closed and ventilated container, and in the control of the Resident. If the Pet is a bird, the Resident will keep it caged both in and out of the Room. If the Pet is a dog or cat, the Resident will ensure that it wears a collar with appropriate identification (including the Resident's telephone number) at all times that it is out of the suite.
A non-refundable fee of $500 is collected d to cover the cost of any necessary repairs due to damage that may be caused by t or any damages caused as a result of Your (the Resident's) pet.

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

The Resident will be liable for any personal injury or property damage caused by the Pet that is suffered by the Community, its employees or agents, other residents, guests, or invitees. The Resident will pay all costs and expenses, including reasonable attorney fees and court costs, incurred by the Community in enforcing any liability of the Resident under this Addendum.

II. TERM AND TERMINATION

This Addendum will continue until the Residency Agreement between the Resident and the Community is terminated, unless either party terminates this Addendum for any reason by giving fourteen (14) days prior written notice to the other party. The Community may terminate

this Addendum upon twenty-four (24) hours notice in the event the Resident breaches any of the Resident's obligations under this Addendum.

In the event that the Pet is left unattended for more than twenty-four (24) hours, or if the Community determines that the Resident, for any reason, is unable to care for the Pet, the Community reserves the right to arrange for the Pet to be delivered to:

SPONSER: _____

ADDRESS: _____

PHONE: _____

Or to such other individual or agency as the Community determines to be appropriate. The Resident will pay all costs of delivery, feeding, care, treatment, and housing of the Pet.

The Resident acknowledges that the Resident has no right to keep a pet, except to the extent expressly permitted by this Addendum. The Community reserves the right to withdraw its consent to the Resident keeping the Pet at any time by terminating this Addendum, as permitted above.

Resident accepts full responsibility for the bird, dog, or cat (hereby referred to as pet) and its actions. All liabilities of the pet are the sole responsibility of the Resident and not the Community.

The pet must be on a leash or in a cage at all times when entering or leaving the Community.

Weight of pets is limited to 20 pounds and under.

All cats must be spayed/neutered, declawed, and be indoor cats only. No exceptions. Cat litter must be disposed of properly, and not dumped into toilets.

When taking pets outside, the outer perimeter away from the building must be used. All dropping must be cleaned up and disposed of in the appropriate trash receptacle.

This addendum is applicable solely to the pet, which is in possession at the time of signing of the Resident's Admission and Service Agreement. In the event of the death of the pet, the pet may not be red unless otherwise approved in writing by the Community.

For the safety of Resident, staff, and pet, the pet shall be on a leash with the owner present or in a cage during the times a Community staff member is performing service in the Resident's Room. (for example: housekeeping, maintenance, etc.).

The pet is not allowed in shared areas of the building, other than coming to and from the Room to go outside.

The Community reserves the right to request that Resident make other housing arrangements for an existing pet, if it is deemed by the Community that the Resident cannot adequately care for the pet, or if having a pet poses a risk to the Resident or to other Residents of the Community, or is a nuisance to others.

BY THEIR SIGNATURES, THE PARTIES EXECUTE THIS ADDENDUM TO BE EFFECTIVE _____.

_____	_____
Signature of Community Representative	**Resident Signature**
_____	_____
Print Name, Title	**Print Name**
_____	_____
Date	**Date**

EXHIBIT XIX

SCOOTER/ELECTRIC WHEELCHAIR POLICY & AGREEMENT

All American Assisted Living at Coram promotes independence. Residents that require the usage of a powered scooter and/or electric wheelchair are permitted to utilize the assistive device within the Community, provided that the following guidelines are met:

- All residents utilizing power scooters and/or electric wheelchairs must be evaluated by a therapy provider and certified for proper usage and safety awareness when operating the powered device. A progress note will be placed in the resident's chart reflecting this information. Additionally, upon semi-annual and annual assessments, the Resident will be re-assessed by an RN.

- A $1,000.00 non-refundable scooter/electric wheelchair (device) deposit will be paid to the facility.

- In the event of property or personal damages to All American at Coram residents and/or visitors, the Resident and/or Responsible Party will be solely responsible for any and all damages and repair costs incurred. All American Assisted Living at Coram is not held responsible for personal injuries while operating the powered device unless personal injuries are found to be caused by an act of negligence by All American Assisted Living at Coram.

- The owner of the powered device is responsible for all repairs, damages and maintenance. All American Assisted Living at Coram staff is not permitted to perform maintenance to the device at any time.

- Should the facility staff feel that the Resident is no longer appropriate or is hindering the safety of them or others, a physical therapy re-evaluation must be conducted immediately.

I, _____, agree to abide by the policy guidelines above in reference to operating a power scooter and/or electric wheelchair (device) at All American Assisted Living at Coram.

_____ _____
Resident/Responsible Party Date

_____ _____
Community Representative Date

It is the policy of All American at Coram to ensure electric carts are to be used only when absolutely necessary to keep a Resident functioning independently. Our policy is based on the desire to promote the health, safety and wellbeing of our Residents. This policy is subject to any changes in Fire Safety Regulations by the Fire Department concerning safe operation and parking.

In the interest of promoting good health, cart usage is discouraged. Walking is one of our best exercises for people of all ages. By using the electric cart to avoid walking, the cardiovascular system is deprived of this very important exercise. Lack of exercise may result in weight gain, loss of muscle tone, sleep disorders and sometimes an increase in depression and irritability.

Carts may present a danger if not operated in a safe and prudent manner. Residents can be injured and property damaged by careless operation. Repair costs will be charged to the cart operator. People can be easily injured if the carts are operated in an unsafe manner or parked improperly. Cart operators must be aware that they are liable and are subject to litigation if they injure another Resident, guest or visitor. Proof of Liability Insurance will be required prior to the purchase (or rental) of an electric cart. Evidence of insurance must be presented to the Director of Business Administration prior to issuance of your permit to operate a cart. Your insurance carrier should be able to provide you Liability coverage of not less than $100,000. There is a deposit of $1,000 for using a cart in the community. Monies for damages incurred will be deducted from this amount and the deposit amount shall be replenished back to $1,000.

Proof of insurance must be updated annually. The Community reserves the right to limit the number of carts in the building or assign a designate mealtime for cart operations. Permits for cart operation are required. You must submit the required physician's statement with the permit application to the Wellness Director prior to the purchase (or rental) of an electric car.

The following procedure is to be adhered to:

- Submit a statement from your physician stating that you cannot walk more than 150 feet. Submit the physician's statement with the permit application to the Wellness Director. The Wellness Director will review your ability to operate an electric cart. If it is determined that you do not have the skill level necessary to operate a cart in a safe manner, a permit will not be issues.
- The Wellness Director has the right to review your ability to safely operate a cart at any time. The Community reserves the right to require a new health statement if we feel you are unable to safely operate a cart. Your physical statement is to be updated on an annual basis and your physician will issue a statement that you are able to operate a cart safely. This statement will be maintained in your file.
- Resident must be willing to prove they are capable of safe cart operation at the request of Management. It is the right of Management to issue or revoke your cart privileges.

Cart permits may be revoked at any time in order to protect the safety of all Residents.

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The following "Rules of the Road" are subject to change or modification by Management:

1. All carts must have gel-type batteries. Cell-type batteries have been determined to be a fire hazard and are not allowed.

2. Residents must operate their cart in a safe manner and under control at all times.

3. Walking Residents have the right of way at all times. Extreme caution must be exercised when backing out of an elevator or rounding corners.

4. Stop at intersections and look in both directions.

5. Only the cart owners, their spouses or appropriate staff may operate the carts. Do not leave keys in your cart's ignition.

6. The Community reserves the right to limit the number of electric carts.

7. Residents will have the option of parking carts themselves and walking to the Dining Room or having their spouse drop the Resident off and proceed to park the cart in the designated parking area.

I have read, understand and agree to the terms of this Electric Cart (Device) Policy.

Applicant Signature:_____ Date:_____

If applicable, Resident's Representative Name (Printed): _____

Resident Representative Signature:_____ Date:_____

Community Representative Signature:_____ Date:_____

EXHIBIT XXI

SMOKING POLICY

To protect the health and safety of all residents, All American Assisted Living at Coram maintains a smoke free building. Smoking is prohibited in all rooms and common areas. You may smoke outside the building in authorized designated areas. We ask that you use receptacles provided so everyone can enjoy a clean, attractive entry area. Any resident found smoking in the building or in an unauthorized area outside of the building, will be subject to termination. Failure to comply with requirement to smoke only in designated smoking areas may result in a fee not to exceed $250 and, in some circumstances, could result in termination of this Residency Agreement.

All American Assisted Living at Coram:	Resident/Responsible Party:
_____	_____
Signature	Signature
_____	_____
Title	Print Name
_____	_____
Date	Date

EXHIBIT XXI

AUTHORIZATION TO RELASE MEDICAL INFORMATION

The Undersigned requests and authorizes All American Assisted Living at Coram to use and/or disclose my Protected Health Information as set forth in this Authorization.

1. The Protected Health Information that I hereby authorize to be used or disclosed is described as follows: nurse assessments, progress notes, and doctors' reports from my records (or the Resident for whom I am responsible).

2. I hereby authorize my physician and/or administrative and care staff of All American Assisted Living at Coram to make the requested use or disclosure covered by this authorization.

3. The name, address (if known) or specific identification of the person, class of persons or entity to whom the protected health information is to be disclosed or by whom the health information is to be used is as follows:

   - ☐ Physician: _____
   - ☐ Hospital: _____
   - ☐ Pharmacy _____
   - ☐ Physical Therapy: _____
   - ☐ Visiting Nurse: _____
   - ☐ Podiatrist: _____
   - ☐ Other: _____

4. The Protected Health Information is being used or disclosed for the following purposes:

5. This authorization expires upon discharge.

6. I understand that I may revoke this authorization at any time by notifying the Executive Director or Director of Nursing of All American Assisted Living at Coram in writing. However, I also understand that my revocation will not be valid with respect to any action already taken by All American Assisted Living at Coram in reliance upon this authorization.

7. I also understand the information which is disclosed pursuant to this Authorization may be re-disclosed by the recipient and no longer protected by state or federal law.

Signature of
Resident/Responsible Party: _____ Date:_____

Signature of Witness:_____ Date:_____

EXHIBIT D-1

CONSUMER INFORMATION GUIDE

The New York State Department of Health Assisted Living Residence Consumer Information Guide follows this Exhibit D-1

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

TABLE OF CONTENTS

INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

ALRs must also provide daily meals and snacks, case management services, and 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 managementassistance	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.

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 1-855-582-6769.

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.

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Health

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