BRIDGES
CORNELL HEIGHTS

Bridges Cornell Heights – The Colonial House

Assisted and Enhanced Assisted Living Residence

403 Wyckoff Avenue, Ithaca, New York

RESIDENCY AGREEMENT

TABLE OF CONTENTS

I	Housing Accommodations and Services	4
	A. Housing Accommodations	4
	B. Basic Services	5
	C. Additional Services	6
	D. Licensure / Certification Status	6
II	Functional Family Structure	6
III	Fees	6
	A. Basic Rate	6
	B. Supplemental, Additional or Community Fees	7
	C. Rate or Fee Schedule	7
	D. Billing and Payment Terms	7
	E. Bedroom Reservation	8
IV	Refund/Return of Resident Monies and Property	8
V	Transfer of Funds or Property to the Operator	8
VI	Tipping	9
VII	Temporary Hold of Property or Items of Value Held in Operator's Custody	9
VIII	Fiduciary Responsibility	9
IX	Personal Allowance Accounts	9
X	Admission and Retention Criteria for an Assisted Living Residence	9
XI	Rules of the Residence	10
XII	Responsibilities of Resident and Resident's Legal Representative	10
XIII	Termination and Discharge	11
XIV	Transfer	12
XV	Resident Rights and Responsibilities	13
XVI	Complaint Resolution	13
XVII	Disclosure Statement	13
XVIII	Miscellaneous Provisions	13

TABLE OF EXHIBITS

I.A.1.	Identification of Apartment/Room ……..…	16
I.A.3.	Furnishings/Appliances Provided By Operator…….....	17
I.A.4.	Furnishings/Appliances Provided By You…….....	18
I.C.	Additional Services, Supplies or Amenities Available	19
I.D.	Licensure/Certification Status of Providers…….	20
III B.	Supplemental, Additional or Community Fees…….	21
III.D.	Rate or Fee Schedule…….	22
V.	Transfer of Funds or Property to Operator……	24
VII.	Property/Items Held By Operator For You……..	25
XI.	Rules of the Residence…….	26
XV.	Residents Rights and Responsibilities…….	27
XVI.	Operator Procedures: Resident Grievances/Recommendations…….	29
XVII.	Disclosure Statement……..…….……	30
	Consumer Information Guide…….	32

RESIDENCY AGREEMENT

This agreement is made between The Colonial House Operator LLC, the Operator, d/b/a Bridges Cornell Heights – The Colonial House(hereinafter the "Operator"), _____(hereinafter the "Resident" or "You"), and _____(hereinafter the "Resident's Legal Representative", if any) and _____(the "Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 403 Wyckoff Avenue, in Ithaca, New York, 14850, an Assisted Living Residence ("The Residence"), known as Bridges Cornell Heights – The Colonial House and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence.

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

AGREEMENTS

I. Housing Accommodations and Services.

Beginning on _____, 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

1. **Your Bedroom.** Attached as Exhibit I.A.1. and made a part of this agreement is the Idendification of the Room you may occupy and use the ☐ private or ☐ semi-private bedroom known as number _____, subject to the terms of this Agreement. The Operator reserves the right to change bedroom assignments, if necessary, for safety and/or harmony of Resident or other Residents in the home. This would only be done on rare occasions with notice to Resident and Resident's representative.

2. **Common areas.** You will be provided with unrestricted access to the general purpose, common areas at the Residence such as living rooms, dining areas, library, kitchen (subject to the direction of kitchen staff), laundry room, powder rooms, hallways, foyers, porches and outside grounds for at least ten (10) hours per day between the hours of 9:00 a.m. and 8:00 p.m. for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or administrative activities, other common areas suitable for recreation will remain available for resident use.

3. **Furnishings/Appliances Provided by The Operator.** Attached as Exhibit I.A.3. and made a part of this agreement is inventory that the Operator will provide at least the following basic furnishings for

Your bedroom: a standard single bed, a clean, comfortable well-constructed mattress, a clean comfortable pillow of average bed size, individual dresser, closet space for the storage of resident clothing, hinged lockable entry door, a chair, table, lamp, lockable storage facilities for personal articles and medications, which cannot be removed at will, two sheets, pillowcase, at least one blanket, a bedspread, towels, washcloths, soap and toilet tissue.

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 for your bedroom. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc). This Inventory may be amended from time to time, upon the mutual written consent of You and the Operator.

B. Basic Services

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

1. **Meals and Snacks.** Provision of three (3) nutritionally well-balanced meals per day, plus availability of a minimum of 2 snacks/daily 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 (diets including but not limited to): Regular, No Salt Added, Mechanical Soft, No Concentrated Sweets, and Heart Healthy.
   Food and Drink are available to You 24 hours per day, 7 days a week in the following way(s): Upon Request of Staff.

2. **Activities.** The Operator will provide an organized and diverse program of planned activities, opportunities for community participation and services designed to meet Your social, recreational, and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.

3. **Housekeeping.** The Operator will provide the following housekeeping services: Weekly Light Housekeeping of Individuals Rooms, such as dusting, vacuuming, cleaning of bathroom shower, sink and toilet, and mopping of floor.

4. **Linen Service.** The Operator will provide a minimum of two (2) sheets; one (1) pillowcase, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition.

5. **Laundry of Your personal washable clothing is laundered daily by housekeeping.**

6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hours a day, seven days a week basis) as well as the other components of supervision as specified in law.

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

8. **Personal Care.** Personal care services available to all ALR residents will include a minimum 3.75 hours per week of direction and some assistance with grooming, dressing, bathing, toileting, walking and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of monthly weights. Personal care services provided in excess of 3.75 hours/week may require that the resident pay a higher monthly fee. Detailed fees are included in Exhibit III.D. of this Agreement's rate or fee schedule.. Services for each resident are detailed in the resident's Individualized Services Plan (ISP).

9. **Development and Ongoing Review of Individualized Service Plan**. An Individualized Service Plan will be developed to address the resident's needs This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

C. Additional Services.

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

D. Licensure/Certification Status.

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.

E. Disclosure Statement.

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

II. Functional Family Structure

You acknowledge and accept that the Residence operates as a functional family. All living costs are included as part of Your Basic Rate. You and other residents are entitled, encouraged, and expected to participate, with the Operator and to the best of your ability, in decision-making with regard to: menu selection; furniture purchases for common areas; entertainment selection; newspaper and magazine subscriptions; recommendations to the Operator regarding hiring and firing of service staff.

III. Fees

A. Basic Rate.

Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section I.B are included in a single fee. or a tiered fee basis, where charges for Basic Services are determined by the type of services provided or the number of hours of care provided. This is referred to as the "Basic Rate". This community/residence operates with a flat fee Basic Rate. EALR services are

included in the Basic Rate with the exception of Assistance with Mechanical Lifts and Assistance with Feeding as outlined in Exhibit I.C.

The Resident, Resident's Representative and Resident's Legal Representative _____ (*add any other party to be charged under the agreement)* agree that the Resident _____ (*or other specified party*) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement. (*the "Basic Rate").* The Basic Rate as of the date of this agreement is:
($_____ per month) or ($_____per day).

B. Supplemental, Additional or Community Fees

The Residency Agreement includes a description of supplemental, additional, or community fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees, or charges. See Exhibit I.C.

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental fee must be at the Resident's option. Any charges by the Operator, whether a part of the Basic Rate, Supplemental or Additional fees, shall be made only for services and supplies that are actually supplied to the Resident. An additional fee can be charged if included in the fee schedule and selected by the resident. In some cases the law permits the Operator to charge an Additional fee without the express written approval of the Resident.

A Community fee is a one-time fee that the Operator may charge at the time of Admission. The Operator must clearly inform the prospective Resident what the amount of the Community fee will be as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in Bridges Cornell Heights - The Colonial House, or to reject the Community fee and thereby reject residency at Bridges Cornell Heights - The Colonial House.

Supplemental, Additional or Community Fees are outlined and defined in Exhibit III.B.

C. Rate or Fee Schedule.

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

D. Billing and Payment Terms

Except as otherwise specified herein, payment is due by the first day of residency for the initial month or part of a month, and on the first day of each month thereafter, and shall be delivered to Elizabeth Demisse, at Bridges Cornell Heights - The Colonial House, at 403 Wyckoff Avenue, Ithaca, New York 14850. Automatic Clearing House (ACH) payments are acceptable when appropriate forms are completed. If a payment is not received within ten (10) days of the due date, a monthly late fee of $25 will be charged.

In the event that the Resident, Resident's Representative or the Resident's Legal Representative, as applicable, is no longer able to pay for services provided for this Agreement, or for additional services or care needed by the Resident, the Operator may issue a notice of termination, as more fully described in

Section XIII.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

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 except in the following circumstances:

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

F. Bedroom Reservation During Period of Absence

The Operator agrees to reserve the residential space specified in Section I.A.1 above, in the event of Your absence. The charge for this reservation, during the first two weeks thereof, shall be the same as the then-current Basic Rate. After two weeks, said charge shall be $25.00 less per day than the Basic Rate. The maximum length of time the space will be reserved is continual so long as the current Basic Rate is paid. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section X of this Agreement. You may choose to terminate this Agreement rather than reserve such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of Your discharge, but in no case more than three (3) business days after Your Discharge, the Operator must provide You, Your Representative and/or Your Legal Representative and any other person designated by You with a final written statement of Your payment and personal allowance accounts at Bridges Cornell Heights – The Colonial House, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any, and any property or things of value held in trust or custody by the operator under Section VII of this agreement.

The Operator shall also return to You any money that comes into the Operator's possession after Your discharge by forwarding such finds to You. The Operator shall contact you to retrieve any property or items of value that come into the possession of the Operator after Your discharge or transfer and allow You at least (3) days to pick up such items.

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 are unknown, the Operator shall contact the Surrogate's Court of the County wherein Bridges Cornell Heights – The Colonial House is located, in order to determine what should be done with property of Your estate.

V. Transfer of Funds or Property to the Operator

The Operator does not participate in the transferring of funds or of property.

VI. Tipping

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.

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

The Operator does not participate with temporary hold of property or items of value in the Operator's custody for you

VIII. Fiduciary Responsibility

The Operator will not assume management responsibility of your funds

IX. Personal Allowance Accounts

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law. The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with You or Your Representative.
You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

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

SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at https://otda.ny.gov/programs/temporary-assistance/.

You must complete the following:

☐ I receive SSI funds OR ☐ I have applied for SSI funds
☐ I receive SNA funds OR ☐ I have applied for SNA funds
☐ I do not receive either SSI or SNA funds

If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence maintained account, then that signatory hereby agrees that 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. The Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of

services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the basis of an individual's mobility impairments and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with Federal, State and Local laws.

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

C. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.

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

E. 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 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 has an 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.

F. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
(a) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (b) have chronic unmanaged urinary or bowel incontinence; or (c) who require EALR services offered by the community, which are listed in the EALR addendum

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

XI. Rules of the Residence

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 and/or Resident's Legal Representative

A. You, and/or Your Legal Representative, to the extent specified in this Agreement, are responsible for the following:
   1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
   2. Supply of personal clothing and effects.
   3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third party coverage.
   4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.

5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.
7. Maintaining insurance on jewelry and other valuables valued at more than $500.00.

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

_____

_____

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

_____

_____

XIII. Termination and Discharge

A. This Residency Agreement and residency in Bridges Cornell Heights – The Colonial House may be terminated in
any of the following ways:
1. By mutual agreement between You and the Operator;
2. Upon 30 days' written notice from You or Your Representative to the Operator, of Your intention to terminate this Agreement and leave the facility;
3. Upon 30 days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons, and if you object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that court rules in favor of the Operator:.

B. The grounds upon which involuntary termination may occur are:
1. You require continual medical or nursing care which the Bridges Cornell Heights – The Colonial House is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself, any other Resident, or any staff or agent of the Operator, or which substantially interferes with the orderly operation of Bridges Cornell Heights – The Colonial House, or you engage in verbal or

physical abuse of any other Resident or staff or agent of the Operator;

5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the Bridges Cornell Heights- The Colonial House;
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 Bridges Cornell Heights – The Colonial House to other residences or is making other provisions for the Residents' continued safety and care.

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

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

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

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

The Operator shall 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

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

1. When You develop a communicable disease, medical or mental condition, or sustains and injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to Yourself or to others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in Bridges Cornell Heights – The Colonial House to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be delivered to You at the location to which You have been transferred. If the basis for the

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

XV. Resident Rights and Responsibilities

Attached as Exhibit XV and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in Bridges Cornell Heights – The Colonial House. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in Bridges Cornell Heights – The Colonial House operations and programs are attached as Exhibit XVI. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of Bridges Cornell Heights – The Colonial House

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

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

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the applicable federal and state statutes and regulations shall be null and void, and the terms of applicable statutes and/or regulations will control.
3. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

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

_____ _____

Date (Signature of Resident) (Print Name)

_____ _____

Date (Signature of Resident's Legal Representative) (Print Name)

_____ _____

Date (Signature of Operator or Operator's Representative) (Print Name)

(Optional) Personal Guarantee of Payment

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

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

_____ personally, guarantees payment of charges for the following services, materials, or equipment, 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 ROOM

You may occupy and use room # _____ in the Residence, subject to the terms of this agreement.

RESIDENT NAME: _____

UNIT #: _____

UNIT TYPE: _____

UNIT LOCATION: _____

UNIT DESCRIPTION: _____

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY THE OPERATOR

As a resident of an Adult Home, the Operator will provide you with:

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

Residents may furnish their bedrooms with personal belongings if desired. However, it is understood that Bridges Cornell Heights – The Colonial House cannot be held responsible for the safekeeping of resident personal belongings.

EXHIBIT I.A.4

FURNISHINGS/APPLIANCES PROVIDED BY YOU, THE RESIDENT

ITEM NAME	DESCRIPTION
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

The following are examples of restricted items:

- Zero tolerance for "open flames" (lighters, matches, candles, etc.)
- Bridges Cornell Heights – The Colonial House is a non-smoking facility
- Non UL Surge protected extension cords
- Non-UL Surge protected multi plug adapters/power strips
- Electric blankets and pads
- No bed rails

We request that you, the resident, bring to the attention of the Director of Operations any new or additional furnishing not listed above prior to you bringing them to Bridges Cornell Heights – The Colonial House so that we may assess their impact on the safety and security of the Bridges Cornell Heights – The Colonial House Community.

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

Item	Additional charge	Provided By
Dry Cleaning	Dry Cleaner directly invoices resident	Resident can choose any dry-cleaning service
Planned Cultural/Activities Transportation	0	Bridges Cornell Heights
Local and Long-Distance Telephone	0	Bridges Cornell Heights
Air Conditioning (if available)	0	Bridges Cornell Heights
Basic Cable T.V.	0	Bridges Cornell Heights
High Speed Wireless Internet	0	Bridges Cornell Heights
If you need any of the following: • Mechanical Lift Transfer Service • Feeding assistance	$2,500 per month	Bridges Cornell Heights
One on One Care	$40 per Hour	Bridges Cornell Heights
Visitor Meals	$20.00 Breakfast $20.00 Lunch $20.00 Dinner	Bridges Cornell Heights
Incontinent supplies	$0	Bridges Cornell Heights

* Please note that Operator can provide you with additional services at fees to be determined at the time the service is requested or Operator can help you locate someone in Bridges Cornell Heights – The Colonial House to help you. Please note that these prices are subject to change from time to time.

EXHBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The Operator has arrangements with the following providers of home care and personal care services:

The following Licensed Home Care Services Agency (LHCSA) provides staffing services to the Operator in the Assisted Living Residence (ALR) and Enhanced Assisted Living Residence (EALR) under a contract with the Operator:

Bridges Cornell Heights Home Health (LHCSA)
403 Wycoff Avenue
Ithaca, NY 14850
Operating Certificate: 153IL001
(607) 257-5777

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL FEES OR COMMUNITY FEES

Supplemental Fee

- **None**

Additional Fee

- **None**

Community Fee. $4,500.00

In addition to the Basic Rate as described above, You are responsible for paying to the Operator, at the time of Your execution of this Agreement, a Community Fee. A Community Fee is a one-time non-refundable fee of $4,500.00, payable at the time of admission. The prospective Resident, once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee as a condition of residency in the Residence, or to reject the Community Fee and thereby reject residency in the Residence.

BQA Digitally signed by BQA Date: 2026.04.23 14:51:02 -04'00'

EXHIBIT III.D.
RATE OR FEE SCHEDULE

RESIDENT NAME: _____ **UNIT #:** _____

A. Your Basic Rate **$**_____

Housing Accommodations and Services + Basic Services:

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

Housing Accommodations and Services: $_____

Living Space	Monthly Fee
☐	$

Basic Services: $_____

_____

_____

Including a minimum of 3.75 hours of personal care services including include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable),assistance with eating (not feeding), medication acquisition, storage and disposal, and assistance with self- administration of medication.

B. **Your Tiered Billing Rate** **$**_____

Bridges Cornell Heights – The Colonial House ☐ does ☒ does not utilize tiered fee arrangements.

The assessment conducted, in consultation with your Physician has Determined that the following Level of Care is appropriate to provide You with the services You need. You, Your Representative, or Your Legal Representative agree to pay the additional fees required.

EALR Services: _____

_____

Monthly Rate: $_____

C. **Your Supplemental or Additional Fees** **$_____**

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

_____

_____

YOUR TOTAL MONTHLY RATE: $ _____

(Your Basic Rate + EALR Services + Your Supplemental or Additional Fees)

Community Fee: $_____

Bridges Cornell Heights – The Colonial House ☒ does ☐ does not charge a one-time Community Fee, as outlined in Exhibit III.B of this Agreement. A Community Fee is due: _____.

Your Total Move- In Costs: $ _____

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Bridge Cornell Heights – The Colonial House does not accept responsibility for transfer of funds or property.

EXHIBIT VII.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Bridges Cornell Heights – The Colonial House does not participate in holding items for residents.

EXHIBIT XI.

RULES OF THE RESIDENCE

Every Resident and Resident Visitor shall have the responsibility to obey all reasonable regulations of the residence.

Every Resident shall respect the personal rights and private property of other residents.

Residents shall not verbally or physically abuse other residents, visitors of the residence, or staff.

Smoking is not permitted in the residence or on the property.

Residents shall inform the staff if leaving the residence by signing a log.

Residents shall refrain from tipping the staff. Verbal compliments are encouraged.

Residents shall not enter other resident's rooms without being invited to do so.

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; and

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

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

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

EXHIBIT XVI.

BRIDGES CORNELL HEIGHTS – THE COLONIAL HOUSE RESIDENT GRIEVANCES AND RECOMMENDATIONS

Bridges Cornell Heights – The Colonial House is committed to quality care and services. We believe that good communication fosters our ability to provide quality services. In the event a resident and/or resident's responsible party (on behalf of the resident) has a grievance regarding the residence or its services, we request that the following steps be taken:

1. The resident and/or resident's responsible party should discuss the complaint with the staff person and Residence Director.
2. If unable to resolve grievance with step 1, the grievance should be submitted in writing to the Residence Director. This grievance may also be submitted anonymously by placing the grievance in the suggestion box, located in the Sun Room. The Residency Director should respond to the resident and/or resident's responsible party within fourteen (14) days of receipt of the complaint. If requested, the Residence Director will keep the grievance and recommendation confidential.
3. If unable to resolve grievance with step 2, the written grievance should be submitted to the Operator, Elizabeth Demisse. The Operator should respond to the resident and/or resident's responsible party within fourteen (14) days of receipt of the complaint.
4. The resident and/or resident's responsible party may receive advocacy services through the Lont Term Care Ombudsman Program of Tompkins County by phoning 607-274-5498 or 1-800-342-9871.
5. A resident and/or resident's responsible party may file a grievance with governmental officials. To contact the New York State Department of Health with a complaint, call 1-866-893-6722. If requested, a residence representative should assist the resident or resident's responsible party in forwarding a written grievance to the appropriate address and contact person.

A resident and/or responsible party may submit grievances without fear of reprisal

EXHIBIT XVII
DISCLOSURE STATEMENT

The Colonial House Operator LLC as operator of Bridges Cornell Heights – The Colonial House 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 XVII of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate Bridges Cornell Heights – The Colonial House 403 Wyckoff Avenue, Ithaca, New York 14850 as an Assisted Living Residence as well as an Adult Home.

   The Operator is also certified to operate at this location an Enhanced Assisted Living Residence. This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living residence to be able to continue to reside in the Residence and to receive Enhanced Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

   The Operator is currently approved to provide;

   a. Enhanced Assisted Living services for up to a maximum of **9** Persons.

   The Operator will post prominently in the Residence, on a monthly basis, the then current number of vacancies under its Enhanced Assisted Living Services program.

It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living program only up to the number of persons stated above.

If You become appropriate for Enhanced Assisted Living Services and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living unit. 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 States' regulatory requirements. If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence, it may be necessary for You to change your room within the Residence.

Following is a list of other health related licensure or certification status of The Operator or others providing services at ***Insert the Name of the Facility***:

3. The owner of the real property upon which the Residence is located is Wyckoff Ave 403 Real LLC. The mailing address of such real property owner is 403 Wyckoff Ave, Ithaca, NY 14850. The following individual is authorized to accept personal service on behalf of such real property owner: Elizabeth Demisse located at 403 Wyckoff Avenue, Ithaca, New York 14850.
4. The Operator of the Residence is The Colonial House Operator LLC. The mailing address of the Operator is 403 Wyckoff Avenue, Ithaca, New York 14850. The following individual is authorized to accept personal service on behalf of the Operator, Elizabeth Demisse, 403 Wyckoff Avenue, Ithaca, New York 14850.
5. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any Operator which provides care, material, equipment or other services to residents of the Residence. None
6. List any ownership interest in excess of ten percent (10%) (whether legal or beneficial interest) on the

part of any entity which provides care, material, equipment or other services to residents of Bridges Cornell Heights – The Colonial House. . None

7. The Residents of the Residence may, at their discretion, arrange to receive services from any service provider other than those with which the Operator has an arrangement, provided such providers and their services are compatible with the standards and rules of the Residence.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. The Operator does not accept payment for services in public funds such as Medicare.
10. 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 or regarding Home Care Services is 1-866 893-6772.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855 582-6769 to request an Ombudsman to advocate for the resident. 607-274-5498 is the Local LTCOP telephone number The NYSLTCOP web site is www.ltcombudsman.ny.gov.
12. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-487 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

CONSUMER INFORMATION GUIDE

The Operator is required to provide you with the Department of Health Consumer Information Guide. This will be made available to you in hard copy unless you prefer to access an electronic version.

The electronic version may be located at https://www.health.ny.gov/publications/1505.pdf.

Additionally, if you prefer, the Operator will provide you with access to a computer or other electronic means by which you can access this document.