Enriched Housing Program

ADMISSION AGREEMENT

ADMISSION **AGREEMENT**

A. This agreement is made between Woodland Pond at New Paltz, the "Operator", _____ (the "Resident" or "You"), _____ (the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 100 Woodland Pond Circle, New York 12561, an Enriched Housing Program. (The Residence") known as The Health Center at Woodland Pond at New Paltz. You have requested to become a Resident at our Woodland Pond at New Paltz Enriched Housing Program 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 and Services

1. **Your Apartment.** You may occupy and use a private apartment or the apartment identified on Exhibit I, subject to the terms of this Agreement.
2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as Lounges, Creative Arts Studio, Library, Great Room, Beauty and Barber Shop with staff or family assistance as necessary.
3. **Furnishings/Appliances Provided By The Operator**

   Attached as Exhibit II 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 II and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your apartment. 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 snacks per day are included in your Basic Rate/ Monthly Service Fee. Modified diets such as diabetic, renal, cardiac, full liquid, low sodium, low fat diet, puree, mechanical soft. will be available to you if ordered by your physician and included in your Medical Evaluation.

2. **Activities.** The Operator will provide a program of planned activities, and 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.** Weekly housekeeping service, including vacuuming, light dusting of the living spaces and cleaning of the bath and kitchen areas. Daily housekeeping which consists of bed making, and trash removal.

4. **Linen Service.** When linen is not supplied by the resident Woodland Pond will provide the resident with a pillow, pillow case, two sheets, a blanket and bedspread, towels and washcloths. Linens will laundered and changed weekly

5. **Laundry of Your personal washable clothing.** This will be provided on a weekly basis.

6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff onsite 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.

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.** Include some assistance with bathing, grooming, dressing, toileting, and assistance with medication.

C. Additional Services

Exhibit IV, attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional, supplemental or community 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 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 V 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 VI, which is attached to and made part of this Agreement.

III. Fees

A. Basic Rate / Monthly Service Fee

Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident 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 / Monthly Service Fee as of the date of this agreement is $_____ per month.

B. Supplemental, Additional Fees or Security Deposit

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 / Monthly Service Fee.

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

Any charges by the Operator, whether a part of the Basic Rate/ Monthly Service Fee, Supplemental or Additional fees, shall be made only for services and supplies that are actually supplied to the Resident.

C. Rate or Fee Schedule.

Attached as Exhibit VIII a / Exhibit VIII b, made a part of this Agreement is a rate or fee schedule, covering the Basic Rate / Monthly Service Fee, any Additional or Supplemental 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. At the start of the first full month of occupancy, the Resident shall receive credit for a prorated amount equal to the number of unoccupied days from the previous month. The Monthly Fee shall be paid in advance on a monthly basis. Ancillary charges shall be billed retrospectively. The full monthly fees shall be billed to Resident in advance at the end of each month and payment is due by the 5th day of the month. Operator shall accept only cash via wire transfer or a check as payment and shall be delivered to 100 Woodland Pond Circle, New Paltz, New York 12561, in person or via mail as directed.

E. Adjustments to the Monthly Service Fee / Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Monthly Service Fee / Basic Rate or any Additional or Supplemental fees not less than **thirty (30)** days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 2, 3 and 4 below.
2. If you, or your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the

Operator may increase such Rate or Fee upon less than **thirty (30)** days written notice.

3. 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 Monthly Service Fee / Basic Rate for an Additional or Supplementary fee upon less than **thirty (30)** days written Notice.

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

F. Apartment/Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of your absence. The charge for this reservation is $_____ per month. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The length of time the space will be reserved is until resident or responsible party releases apartment. A provision to reserve a residential space does not supercede the requirements for termination as set forth in Section XII 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 business days after you leave the Residence, the Operator must provide you, or your Legal Representative or any person designated by you with a final written statement of your payment account at the Residence.

The Operator must also return at the time of your discharge, but in no case more than three 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 or a per diem proration any advance payment(s) which you have made.

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

If you die without a will and the whereabouts of your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein 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 the items given to be transferred. Such listing is attached as Exhibit IX and is made a part of this Agreement. Such listing shall include any agreements made by third parties for your benefit.

VI. 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.

VII. 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 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 (DSS-2853) 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.

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. Rules of the Residence

Attached as Exhibit X 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.

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

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

1. Payment of the Monthly Service Fee / Basic Rate
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, other third party coverage or as covered under the transportation service of Woodland Pond at New Paltz.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, the resident will provide 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

XII. Termination and Discharge

This Admission 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 30 days notice from you or your Representative to the Operator of your intention to terminate the agreement and leave the facility;

3. Upon 30 days written notice from the Operator to you, your Representative, your next of kin, the person designated in this agreement as the responsible party and any person designated by you. Involuntary termination of an Admission 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.

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 Admission Agreement for any of the reasons stated above, the Operator will give you a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of your right to object and a list of free legal advocacy resources approved by the State Department of Health.

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 Admission 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 Admission 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.

XIII. Transfer

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for your transfer to an appropriate and safe location, prior to termination of a Admission Agreement and without 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 him/herself of 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 the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

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 Admission Agreement is still in effect, you must be readmitted.

XIV. Resident Rights and Responsibilities

Attached as Exhibit XI 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.

XV. Complaint Resolution

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

The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same. Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve your complaints in order to assist in the protection and exercise of your rights.

XVI. Miscellaneous Provisions

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

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

3. The parties agree that Admission 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.

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

XVII. Agreement Authorization

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

Dated: _____ _____
(Signature of Resident)

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

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

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

EXHIBIT I

IDENTIFICATION OF APARTMENT

Apartment # _____

EXHIBIT II

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

When **NOT** supplied by the resident, the operator will provide each resident with the following minimum household equipment:

1. Standard single bed in good repair
2. Chair
3. Lamp
4. Shaded light fixture
5. 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.
6. Table
7. Refrigerator
8. Microwave oven (not provided in Memory Care Program apartments). Each room is equipped with a Personal Emergency Response System
9. Residents may have telephone in their room if they choose. All dwellings are equipped with a phone jack.

PROHIBITED ITEMS

It is our policy to ensure that Woodland Pond is safe from any potential fire hazards and is in compliance with all city and state building and fire protection codes. The following items have been determined to be fire hazards and are, therefore, prohibited.

- Portable electric space heaters
- Accumulation of combustible materials in any part of the building (kerosene, paint stripper, etc)
- Storage of flammable or combustible liquids
- Storage of pressurized oxygen containers (unless approved by Woodland Pond)
- Cooking appliances
  - Hot plates
  - Toasters
  - Coffee pots
  - Electric grills
  - Crock pots
  - H2O heating elements
- Extension cords and adapters of any kind
- Electric blankets
- Heating pads
- Electric heating elements of any kind
- Halogen lamps
- Electric irons
- Fire arms
- Candles
- Curtains (unless approved by Director of Facilities)

EXHIBIT III

FURNISHINGS/APPLIANCES PROVIDED BY YOU

EXHIBIT IV

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

ITEM	BASIS FOR THE ADDITIONAL CHARGE
Dry Cleaning	Fee for service per specific cleaning service.
Professional Hair Grooming	Fee for service per specific hair salon. Hairdresser fee schedule available on request at salon.
Personal Toilet Articles	Cost is at Resident expense,
Catering or Guest Meals	Specific for private dinner party and guests for breakfast, lunch and dinner.
Extraordinary Activity Supplies	Extra cost would be specified at the time for special activity supplies needed.
Special Cultural Events	Extra cost would be specified at the time of every signing up for specific activity and/or supplies needed.
Transportation: Medical*	Private – cost by Resident, per request i.e. ambulance, W/C transport or over stated mileage limits.
Recreation	Additional fees for specific event, notification in advance.
Cable and telephone	Cost for basic cable from Time Warner Cable will be billed monthly by Woodland Pond at $30.00/month and premium programming will be billed through the vendor. Telephone service will be billed to you.
Other:	Private duty nursing/Home Health Aide/Companion-Rates per level of service/agency
Maintenance General Labor:	$ 30.00 per hour + supplies: Billed on quarter hour increments. This is for non-routine maintenance requests.

EXHIBIT V

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The following agencies provide Home Health Care Services for the Residents of the Health Center at Woodland Pond:

WILLCARE CHHA
15 Joys Lane
Kingston, NY 12401

BERMAC
2 Grove Street
New Paltz, NY 12561
845-255-4200

ULSTER COUNTY HEALTH DEPT.
300 Flatbush Ave
Kingston, NY 12401
845-340-3070

If you become eligible for and choose to receive services in the Memory Care Program within the Residence, it will become necessary for you to change you apartment within the Residence.

Other agencies providing services in The Residence:

WILLCARE CHHA
15 Joys Lane
Kingston, NY 12401
845-331-5064

BERMAC
2 Grove Street
New Paltz, NY 12561
845-255-4200

ULSTER COUNTY HEALTH DEPT.
300 Flatbush Ave
Kingston, NY 12401
845-340-3070

3. The owner of the real property upon which the Residence is located is The Kingston Regional Senior Living Corporation, dba Woodland Pond at New Paltz. The mailing address of such real property owner is 100 Woodland Pond Circle New Paltz, NY 12561. The following individual is authorized to accept personal service on behalf of such real property owner: Cynthia Rozenberg, Executive Director, 100 Woodland Pond Circle, New Paltz, NY 12561.
4. The Operator of the Residence is Woodland Pond CCRC, Inc. The mailing address of the Operator is 100 Woodland Pond Circle, New York 12561. The following individual is authorized to accept personal service on behalf of the Operator: Cynthia Rozenberg, Executive Director, 100 Woodland Pond Circle, New York 12561.
5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence. *Woodland Pond CCRC, Inc. is a not-for-profit organization.*

6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, *Woodland Pond CCRC, Inc. is a not-for- profit organization.*
7. Residents will have the ability to receive services from service providers with whom the Operator does not have an arrangement.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary. The residents can receive services from service providers with whom the Operator does not have an arrangement.
9. Woodland Pond will provide residents and their responsible parties, information regarding the availability of public funds for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services.
10. Woodland Pond at New Paltz will provide, as appropriate, assistance to the resident in securing public funds for residential, supportive or home health services including but not limited to, availability of Medicare coverage of home health services.
11. 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.
12. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. 845-229-4680 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT VIII a

MONTHLY SERVICE FEE SCHEDULE

For Residents with Life Care Plan and Continuing Care Plan

Apartment Style	Monthly Service Fee
Alcove (Memory Care Unit)	$_____
Alcove/Studio Apartment (EHP)	$_____
Private, with bedroom (EHP)	$_____

EXHIBIT VIII b

BASIC RATE FEE SCHEDULE

Apartment Style	Monthly Service Fee
Alcove (Memory Care Unit)	$_____
Alcove/Studio Apartment (EHP)	$_____
Private, with bedroom (EHP)	$_____

EXHIBIT IX

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

EXHIBIT X

RULES OF THE RESIDENCE

See Resident Handbook

EXHIBIT XI –

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN

ENRICHED HOUSING RESIDENCES

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

(i) to receive courteous, fair and respectful care and treatment, and not be physically, mentally or emotionally abused or neglected in any manner;

(ii) to exercise his/her civil rights and religious liberties, and to make personal decisions, including choice of physician, and to have the assistance and encouragement of the operator in exercising these rights and liberties;

(iii) to have private written and verbal communications or visits with anyone of the resident's choice, or to deny or end such communications or visits;

(iv) to send and receive mail or any correspondence unopened and without interception or interference;

(v) to present grievances or recommendations on his/her own behalf or the behalf of other residents to the program coordinator or staff, the Department of Social Services, other government officials, or any other parties without fear of reprisal or punishment;

(vi) to join other residents or individuals inside or outside the enriched housing program to work for improvements in resident care;

(vii) to confidential treatment of personal, social, financial and health records;

(viii) to have privacy in treatment and in caring for personal needs;

(ix) to receive a written statement (admission agreement) of the services regularly provided by the operator, those additional services which will be provided if needed or requested and the charges (if any) of these additional services;

(x) to manage his/her own financial affairs;

(xi) to not be coerced or required to perform the work of staff members or contractual work, and if the resident works, to receive fair compensation from the operator;

(xii) to have security for any personal possessions if stored by the operator;

(xiii) to have recorded on the program's accident or incident report the resident's version of the events leading to the accident or incident; and

(xiv) to object if the operator terminates the resident's admission agreement against his/her will.

EXHIBIT XII

OPERATOR PROCEDURES: RESIDENT GRIEVANCES

AND

RECOMMENDATIONS

It is the policy of Woodland Pond that when a grievance/complaint originates from a resident or Resident Council, it will be responded to in writing within 21 days of receipt. This will include grievances and recommendations for change or improvement in residence operations and programs which are presented by residents and their family and representatives.

Grievances and Recommendations can be made to the Program Coordinator, Health Center Administrator, the Executive Director of Woodland Pond. Grievances and recommendations can be made in person, by phone, email or written correspondence or any other means of communication not listed here. If a grievance or recommendation would like to be made anonymously, there is an established system already existing called ***Put it in Writing*** (PIW). This is a system in which a grievance or recommendation can be written on cards and placed in a locked box. This box will be checked at minimum once a week by the Program Coordinator or designee. The outcome of each recommendation or grievance will be discussed privately with presenter or publicly at the monthly resident council meetings, whichever is desired. Grievances and recommendations and the evaluation and initiation of action or resolution to grievances and recommendations will be discussed at the monthly Woodland Pond Quality Assurance Meetings.

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

The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides

a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. 845-229-4680 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT XIII

ADDENDUM TO ADMISSION AGREEMENT FOR MEMORY CARE

This is an addendum to a Admission Agreement made between Woodland Pond at New Paltz (the "Operator"), _____, (the"Resident" or "You"), _____ (the "Resident's Representative"), _____, (the "Resident's Legal Representative"). Such Admission Agreement is dated _____.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Admission Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This addendum must be attached to the Admission Agreement between the parties.

I. Enriched Housing Program Memory Care

The Operator is currently certified by the New York State Department of Health to provide Memory Care Program at Woodland Pond at New Paltz
(Name of Residence)
located at 100 Woodland Pond Circle, New Paltz, NY 12561.
(Address)

II. Request for and Acceptance of Admission

You or your Resident Representative or Legal Representative have requested that you become a Resident at this Memory Care Program (the "Residence") and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as Exhibit S.N. #1 and made a part of this Agreement is a written description of:

- Specialized services to be provided in the Memory Care.

- Staffing levels

- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs;

- Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

IV. Addendum Agreement Authorization.

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

Dated: _____ _____
(Signature of Resident)

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

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

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

EXHIBIT S.N. #1

Specialized Services provided in the Memory Care **are as follows:**

- Universal Personal Care Aides (PCA) and Home Health Aides (HHA)
- Flexible and personalized activity programs

Staffing Levels:

- Our Memory Care has an LPN on staff for all three shifts. At full capacity there will be 2 (two) PCA/HHA's for morning shift, 2 (two) PCA/HHA's for evening shift and 2 (two) PCA/HHA's on night shift. This is an estimated 1:6 PCA/HHA to resident ratio. There is also an RN on call 24/7.

Staff Education:

- All PCA/HHA's are trained per New York State Department of Health Standards which includes a specialized 8 (eight) hour training session regarding memory care. Woodland Pond at New Paltz utilizes the support of the NY Alzheimer's Association for ongoing staff education and training.

Environmental Modifications:

- To ensure the safety and well being of our residents, all exits are alarmed with a delayed egression and/or contain a keyboard lock.