

Berkemeier Living Center
RESIDENCY AGREEMENT

1 Wartburg Place
Mt. Vernon, NY 10552

RESIDENCY AGREEMENT
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RESIDENCY AGREEMENT

A. **This agreement** is made between Berkemeier Living Center,

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 **1 Wartburg Place, Mount Vernon, NY 10552** an Assisted Living Residence (“The Residence”) known as **Berkemeier Living Center and as an Adult Home.**

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

B. You have requested to become a Resident at 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 and Services

1. Your Living Space. You may occupy and use a private () or semiprivate () living space identified on Exhibit A., subject to the terms of this Agreement.

2. Common areas. Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations, at Section 485.14(b), coupled with federal regulation at Title 42 of the Code of Federal Regulations at Section 441.301(c)(5), for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m. you will be provided unrestricted access to common areas at Berkemeier Living Center. Specifically, you will be provided with unrestricted access in the following general-purpose rooms:

Unrestricted access to the living rooms and sunrooms on each unit is available 24 hours per day, seven days a week.

3. Furnishings/Appliances Provided by The Operator

Attached as Exhibit B. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your apartment/room.

4. Furnishings/Appliances Provided by You

Attached as Exhibit C. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your apartment/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

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

1. Meals and Snacks. [3] nutritionally well-balanced meals per day and [1] snack 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: low salt, low sugar, finger foods, mechanical soft, puree, simplified renal.

- Food and Drink are available to You 24 hours per day, 7 days a week in the pantries on each unit. Please ask the staff for assistance if you need help locating an item.

2. Activities.

Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 487.7(h), the Operator will provide an organized and diverse program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of Berkemeier Living Center.

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

- Each day your bed will be made, bathroom cleaned, and garbage removed.
- Once per week there is a full cleaning which includes vacuuming and dusting, and a complete change of bed linens, towels, and washcloths.

4. Linen Service.

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

5. Laundry of Your personal Washable clothing. Once per week, and on an as needed basis, The Operator will provide appropriate staff to launder Your personal Washable clothing.

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

7. Case Management. Per Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(i) and Title 18 NYCRR Section 487.7(g), the Operator will provide 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. Pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.9(g)(2), the Operator will provide a minimum of three and three-quarter (3.75) hours per week of personal care services including:

- Wellness checks such as weight and blood pressure monitoring; and
- Basic assistance with personal care including some assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, assistance with self- administration of medication.

9. Development of Individualized Service Plan. An Individualized Service Plan will be developed to address the resident's needs per Public Health Law Section 4659 and regulation at Title 10 of New York Codes, Rules, and Regulations at Sections 1001.2(k), 1001.7(k), and 1001.10(c). This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

C. Additional Services.

Exhibit D. 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.

Per regulation at Title 10 of New York Codes, Rules and Regulations at Section 1001.8(f)(4)(iv), a listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit E. 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 F. which is attached to and made part of this Agreement.

III. Fees

A. Basic Rate.

(1) Flat Fee Arrangements

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 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) (\$_____ per day).

B. Tiered Fee Arrangements

Berkemeier Living Center **does not** use tiered fee arrangements.

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

C. Supplemental, Additional or Community, Fees

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

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (See Section III.E.)

A Community fee is a one-time fee that the Operator may charge at the time of admission. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The Operator must clearly inform the prospective Resident what the amount of the Community fee will be as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject

residency at the Residence. The Community fee at Berkemeier Living Center is \$5000 (Exhibit H).

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

D. Rate or Fee Schedule.

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

E. Billing and Payment Terms

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

Payment is due by **the 10th of each month** and shall be delivered to **The Business Office** located at 1 Wartburg Place, Mt. Vernon, NY 10552. If a payment is not received within thirty (30) days of the due date, a late fee of \$50.00 will be charged.

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

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

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

F. Adjustments to Basic Rate or Additional or Supplemental Fees

1. Per Title 10 of New York Codes, Rules, and Regulations, section 1001.8(b)(2)(xvi), You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.

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

3. 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.

4. 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.

5. 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.

G. Bed Reservation

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

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is \$_____ per month. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The [basic] length of time the space will be reserved is 6 months. A provision to reserve residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

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

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after You leave the Residence, 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 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 during your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given to be transferred. Such listing is attached as Exhibit K.1. and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

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

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibits K.1 and K.2 of this Agreement.

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

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

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

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

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

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

You must complete the following:

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

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

I do not receive either SSI or SNA funds _____

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

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

X. Admission and Retention Criteria for an Assisted Living Residence

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

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state and local laws.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - (a) chronically require the physical assistance of another person in order to walk; or
 - (b) chronically required the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.

8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are 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

By signing this agreement, You and Your representatives agree to obey all reasonable Rules of the Residence (See Resident Handbook Exhibit L).

XII. 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 Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number

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

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

XIII. Termination and Discharge

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xiii), this Residency Agreement and residency in 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 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.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide.
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else.
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement.
If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty (30)-day period of notice of termination, 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, the notice will include the date of 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, 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, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

XIV. Transfer

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30) days' 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. If Your behavior poses an imminent risk of death or serious physical injury to him/herself or others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, 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 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 Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

Attached as Exhibit M. 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.

XVI. 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 N. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. Please refer to regulation at Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(x). The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues, or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

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

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. 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, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator or the Operator's Representative)

XIX. Personal Guarantee of Payment - Optional

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)

EXHIBIT A.

IDENTIFICATION OF APARTMENT/ROOM

RESIDENT NAME: Insert Resident's Name

UNIT #: Insert Resident's Unit #

UNIT TYPE: Insert Unit Type

UNIT LOCATION: Insert Unit's Location

UNIT DESCRIPTION: Insert a Description of the Unit

EXHIBIT B.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Kitchen

Ceiling light
Sink
Counter
Refrigerator
Microwave

Bathroom

Lighting
Sink
Shower Stall
Toilet

Personal Emergency Response System
Carpeting in living area/bedroom
Phone jack
Cable jack
Window blinds and curtains

- As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with: a standard single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition; a clean, comfortable, well-constructed mattress, standard in size for the bed; and 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; pillowcase; at least one (1) blanket; a bedspread; towels and washcloths; soap; and toilet tissue.

EXHIBIT C.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

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

Bed
Dresser
Nightstand
Chair
Television
Personal Clothing
Personal Toiletries
Lamps
Shower Curtain
Shower Chair
Telephone

Other _____

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

- Extension cords
- Irons
- Hot Plates or other cooking appliances
- Electric blankets
- Portable electric space heaters
- Self-contained, fuel burning space heaters

EXHIBIT D.

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*:

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Dry Cleaning	Varies	Private Dry Cleaner
Professional Hair Grooming	Varies	Beauty Salon
Personal Toilet Articles	Varies	Sundry Shop
Commissary Goods	Varies	Sundry Shop
Medical Transportation	Varies	Third Party**
Private Transportation	Varies	Private Transportation Service
Cultural/Activities Transportation	\$0	Offered by Facility
Long Distance and Local Telephone Service	\$25.00 per month	Offered by Facility
Guest Meals	Breakfast \$7.00 Per Person	Offered by Facility
	Main/ Noon Meal \$15.00PP	
	Supper \$12.00 PP	
Incontinent Supplies	\$150.00 per month	Offered by Facility
Mattress pad only	\$20.00	Offered by Facility
Air Conditioning	\$0	Offered by Facility
Cable T.V.	\$0	Offered by Facility
Escort to emergency room- SNALR residents only	Covered for the first hour. \$80.00 second hour \$40.00 each hour forward	Offered by Facility
Carpet Cleaning (Spot Only)	\$0	Offered by Facility
Replacement Keys/Fobs	\$10	Offered by Facility
Replacement PERS Pendant	\$10	Offered by Facility

* 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 Berkemeier Living Center to help you. Please note that these prices are subject to change from time to time.

** Medical Transportation charges included are those over and above Medicare, Medicaid, and Third-Party Payment.

EXHIBIT E.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

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

EXHIBIT F.

DISCLOSURE STATEMENT

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4) and (5), Berkemeier Living Center (“The Operator”) of Berkemeier Living Center (The Residence) 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 available at [Consumer Information Guide: Assisted Living Residence \(ny.gov\)](#) (See Consumer Information Guide appended to this Exhibit).

2. The Operator is licensed by the New York State Department of Health to operate Berkemeier Living Center at 1 Wartburg Place, Mount Vernon, NY 10552 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 and a Special Needs Assisted Living Residence. These additional certifications may permit individuals who 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 Enhanced or Special Needs Assisted Living services, if the other conditions of residency set forth in this Agreement have been met. The operator is currently approved to provide:

Enhanced Assisted Living Services for up to 64 persons.

Special Needs Assisted Living services for up to 64 persons.

The operator will post prominently in the Residence, monthly, the then current number of vacancies under its Enhanced Assisted Living Residence and /or Special Needs Assisted Living Program.

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 or Special Needs Assisted Living services, and one of those units are available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living program. If however, such units are at capacity and there are no vacancies, the Operator will assist You and Yours representatives to identify and obtain other appropriate living arrangements in accordance with the 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, it may be necessary for You to change your unit within the residence.

Following is a list of other health related licensure or certification status of The Operator or others providing services at Berkemeier Living Center:

None

3. The owner of the real property upon which the Residence is located is Berkemeier Living Center. The mailing address of such real property owner is 1 Wartburg Place, Mount Vernon, NY 10552

The following individual is authorized to accept personal service on behalf of such real property owner:

John Schuster

Administrator of Residential Services

Berkemeier Living Center, 1 Wartburg Place, Mount Vernon, NY 10552

4. The Operator of the Residence is Berkemeier Memory Care Center. The mailing address of the Operator is: 1 Wartburg Place, Mount Vernon, NY 10552. The following individual is authorized to accept personal service on behalf of the Operator:

John Schuster

Administrator of Residential Services

Berkemeier Living Center, 1 Wartburg Place, Mount Vernon, NY 10552

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. None

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, in the Operator. None

7. Resident may obtain services from a provider that does not have an arrangement with Operator at the Resident's expense. Residents must notify Administrator of Residence prior to obtaining such services.

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

9. The Operator will accept public funds (Medicare) for payment, but not payment in full, for residential, supportive or home health services including but not limited to availability of Medicare coverage of home health services.

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 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. 914-345-5900 x 298 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltombudsman.ny.gov.

EXHIBIT G.

TIERED FEE ARRANGEMENTS

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

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

Berkemeier Living Center does not utilize tiered fee arrangements.

EXHIBIT H.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Community Entrance Fee	\$ 5000.00
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EXHIBIT J.

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: \$ _____ <table border="1" style="margin: 20px auto; width: 60%; border-collapse: collapse;"><thead><tr><th style="padding: 5px;">Living Space</th><th style="padding: 5px;">Monthly Fee</th></tr></thead><tbody><tr><td style="padding: 5px;">☐ Private Studio Apartment with private bathroom/ 310 square feet</td><td style="padding: 5px; text-align: center;">\$</td></tr><tr><td style="padding: 5px;">☐ Companion Suite, 2 private bedrooms with a shared bathroom- 520 square feet.</td><td style="padding: 5px; text-align: center;">\$</td></tr><tr><td style="padding: 5px;">☐</td><td style="padding: 5px; text-align: center;">\$</td></tr><tr><td style="padding: 5px;">☐</td><td style="padding: 5px; text-align: center;">\$</td></tr></tbody></table> Basic Services: \$ _____ _____		Living Space	Monthly Fee	☐ Private Studio Apartment with private bathroom/ 310 square feet	\$	☐ Companion Suite, 2 private bedrooms with a shared bathroom- 520 square feet.	\$	☐	\$	☐	\$
Living Space	Monthly Fee										
☐ Private Studio Apartment with private bathroom/ 310 square feet	\$										
☐ Companion Suite, 2 private bedrooms with a shared bathroom- 520 square feet.	\$										
☐	\$										
☐	\$										

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), feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication.

B. Your Tiered Billing Rate

\$

Berkemeier Living Center ☐ 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.

Level of Care: _____

Monthly Rate: _____

C. Your Supplemental or Additional Fees

\$

You have opted to receive the following supplemental or additional fees, outlined in Exhibit H

YOUR TOTAL MONTHLY RATE \$

Your Basic Rate + Your Tiered Billing Rate + Your Supplemental or Additional Fees

Community Fee: \$5,000 _____

Berkemeier Living Center ☒ does ☐ does not charge a one-time Community Fee, as outlined in

Exhibit H of this Agreement. A Community Fee is due

Your Total Move-In Costs: _____ \$ _____

MONTHLY RATES

Memory Care at Berkemeier- A specialized program for those with special needs.

Private apartment \$TBD

Semi-private apartment \$TBD

*Enhanced Level charge is in addition to any applicable charges

*Security deposit in the amount of two month's rent required

*One time community fee \$5,000

*Memory Care rates are all-inclusive of care

*Security deposit in the amount of two month's rent required

EXHIBIT K.1

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.

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____

OPERATING CERTIFICATE NUMBER: _____

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

EXHIBIT L.

RULES OF THE RESIDENCE

See attached Resident Handbook

EXHIBIT M.

**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;

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

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

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

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR 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 N.

OPERATOR PROCEDURES: RESIDENT GRIEVANCES **AND** **RECOMMENDATIONS**

It is the policy of the Berkemeier Living Center that all residents and their families or designated representatives may register any complaints and recommendations at any time without fear of reprisal.

Upon admission, the resident and/or designated representative will receive a copy of the complaint and recommendation form which is reviewed by the Administrator/designee.

Any resident, family member, or designated representative may notify the Administrator/designee or any management staff directly of any complaint or recommendation either verbally or in writing using the complaint and recommendation form.

If the complainant would like to make a written complaint or recommendation but is unable to do so on his/her own initiative, the Administrator/designee will assist the complainant in completing the complaint and recommendation form.

The resident, family member, or designated representative may place a completed complaint and recommendation form in locked boxes located in the resident mailroom or at the concierge desk.

Forms may be signed or left unsigned and anonymous per the decision of the complainant.

At least once per week, the Administrator/designee will check the locked boxes and collect any forms.

Within 48 hours, the Administrator/designee will review the complaint/recommendation and involve any other staff, investigate, or follow up with the complainant as necessary.

The Administrator/designee will record in the complaint/recommendation logbook, a written response of corrective action taken to resolve a complaint or respond to a recommendation within one week of receipt of the complaint/recommendation.

All complaint and recommendation forms and responses will be reviewed in ongoing Quality Assurance Committee meetings.