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HIGH POINT CENTER FOR CARE

300 West Loop Road
Purchase, NY 10577
(914) 417-4219

ASSISTED LIVING RESIDENCE RESIDENCY AGREEMENT

8/5/2024

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EXHIBITS **SUBJECT** **PAGE**

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RESIDENCY AGREEMENT

This Residency Agreement ("Agreement") is made between Purchase Senior Learning Community Inc. (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 300 West Loop Rd., Purchase, NY 10577 an Assisted Living Residence known as High Point Center for Care and as an Adult Home.

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

B. You have requested to become a Resident at High Point Center for Care and the Operator has accepted your request.

AGREEMENTS

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

1.1 Housing Accommodations.

1.1.1 Your Residence. You may occupy and use the [____ private/ ____ semi-private] accommodations identified on **Exhibit A** (the "Residence"), subject to the terms of this Agreement.

1.1.2 Common Areas. You will be provided with the opportunity to use the general purpose rooms at High Point Center for Care such as lounges (living rooms), library, a multi-purpose room for movies, resident meetings, etc., a salon and spa, community dining rooms, a private dining room, bistro, interior court yard and exterior patios, activities rooms, wellness center/exercise room, and an exam room for use by attending physicians and other care providers. The Operator reserves the right to change these amenities based on the needs of residents, in our sole discretion. You will be able to use the common areas at High Point Center for Care for at least 10 hours each day, between the hours of 9am and 8pm, for scheduled group activities or unscheduled group or individual recreation. A space will also be available to reserve for private meetings and visits. Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.

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1.1.3 Furnishings/Appliances Provided By Us. Attached as **Exhibit B** and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by us in your Residence.

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

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

1.2.1 Meals and Snacks. Three (3) nutritionally well-balanced meals per day and in-between meal snacks (up to three (3) snacks per day, including a nutritious evening snack) are included in your Monthly Fee. A variety of snacks will be offered at specified times each day, but Residents may also request snacks from staff members 24/7. The following modified diets will be available to you if ordered by your physician and included in your Individualized Service Plan: no added table salt, no concentrated sweets, low fat, pureed, mechanical soft, and thickened liquids.

1.2.2 Activities. High Point Center for Care will provide a program of planned activities, opportunities for community participation and services designed to meet your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of High Point Center for Care.

1.2.3 Housekeeping. Weekly housekeeping services, including vacuuming, light dusting, removal of garbage, and cleaning of the bathroom, countertops, and flooring.

1.2.4 Linen Service. Linen service will be provided by an aide who will strip and replace bed linens on a weekly basis. Towels and washcloths, pillows, pillowcases, blankets, bed sheets, and bedspreads will be clean and in good condition.

1.2.5 Laundry Service. Laundry service for your bed and bath linens will be provided on a weekly basis, and emphasis will be placed on keeping your laundry separate. Laundry facilities are available on each floor free of charge for your use in laundering your personal clothing. One load of personal laundry will be done each week without extra charge. Personal laundry service beyond one load each week will be provided for a Supplemental fee. Assistance will also be offered in securing dry-cleaning services, at your expense.

1.2.6 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-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.

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1.2.7 Case Management. High Point Center for Care 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.

1.2.8 Personal Care. Personal care services available to all ALR residents will include a minimum of 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. Services for each resident are detailed in the resident's Individualized Services Plan ("ISP"). 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 Attachment 1 or 2 of this Agreement's rate or fee schedule.

1.2.9 Development of Individualized Service Plan. High Point Center for Care staff will develop an ISP for you according to your nutritional, health, rehabilitation, functional, cognitive and other needs. The ISP will be reviewed every six (6) months and revised as necessary. The ISP will also be reviewed and revised when ordered by your physician or as frequently as necessary to reflect your changing needs.

1.3 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 or Supplemental fee from us directly or through arrangements with us. Such Exhibit states who provides such services or amenities, if other than us.

1.4 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 E** of this Agreement. Such Exhibit will be updated as frequently as necessary.

2. <u>Disclosure Statement</u>. The Operator is disclosing information as required under Public Health Law Section 4658(3). Such disclosures are contained in **Exhibit G**, which is attached to and made part of this Agreement.

3. <u>Fees</u>.

3.1 Monthly Fees. Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section 1.2 are included in a single fee, or a tiered fee basis, where charges for Basic Services in Section 1.2 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 tiered fee Basic Rate. This community refers to the tiered fee Basic Rate as the "Monthly Fee". The specific Monthly Fee required to be paid by you will be determined by the level of care required by you. Your Monthly Fee is set forth in **Attachment 1** to this Agreement, which Attachment has been made a part of this Agreement. Attached as **Exhibit F** and made a part of this Agreement is an outline of the Monthly Fees for each level of care.

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The Resident, Resident's Representative and Resident's Legal Representative or _____ (*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 payment set forth in **Attachment 1** in satisfaction of the housing accommodations described in **Section 1.1** and Basic Services described in **Section 1.2** of this Agreement.

3.2 Supplemental, Additional or Community Fees. This Agreement includes a description of supplemental and additional fees for services provided by the Operator, directly or through arrangements with the Operator, stating who provides such services if not the Operator, and the Agreement provides a detailed explanation of the services and amenities covered by the rates, fees or charges. See **Exhibit D**. A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Monthly Fee. A Supplemental fee must be at the Resident's option. Any charges for supplemental fees by High Point Center for Care 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 us to charge an Additional fee without the express written approval of the Resident (See **Section 3.4** below).

A Community Fee is a one-time fee that High Point Center for Care will charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community Fee pays for and 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 at High Point Center for Care, or to reject the Community Fee and thereby reject residency at High Point Center for Care.

3.2.1 Community Fee. At the time of your admission to High Point Center for Care, you will pay to us a non-refundable Community Fee in the amount set forth in **Attachment 1**.

3.2.2 Supplemental or Additional Fees. Upon your request, High Point Center for Care will make certain services available to you (either by us or through arrangement with us) for a supplemental or additional fee. These services are not covered in your Monthly Fee. The current fees for the supplemental or additional services, which may be amended from time to time as outlined in **Section 3.4** hereof, are attached to this Agreement as **Exhibit D**. Some of the Supplemental or Additional fees will be billed directly to you by us, and some of the Supplemental or Additional fees will be billed directly to you by the third-party vendor providing the services, supplies, or amenities.

3.3 Billing and Payment Terms. Attached as **Exhibit F** 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. Your Monthly Fee as well as billing and payment terms are further outlined in **Attachment 1**. 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

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or additional services or care needed by the Resident, the Operator may issue a notice of termination, as more fully described in Section 13.2.

3.4 Adjustments to Monthly Fees, Additional Fees or Supplemental Fees. The terms governing adjustments to fees charged to residents are set forth in **Attachment 1**.

3.5 Bed Reservation. The Operator agrees to reserve a residential space as specified in **Exhibit A** 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.) Your Residence will be reserved for as long as High Point Center for Care receives payment of the Monthly Fee. A provision to reserve your Residence does not supersede the requirements for termination as set forth in **Section 13** of this Agreement. You may choose to terminate this Agreement rather than reserve your Residence, but you must provide us with any required notice as outlined in **Section 13.1.2**.

4. Refund/Return of Resident Monies and Property.

4.1 Final Written Statement. Upon termination of this Agreement or at the time of your discharge from High Point Center for Care, but in no case more than three (3) business days after you leave High Point Center for Care, High Point Center for Care must provide you, your Representative or Legal Representative or any person designated by you, with a final written statement of your payment account at High Point Center for Care and a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any.

4.2 Refund/Return of Money/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 Legal Representative, and any other person designated by You, with a final written statement of Your payment and personal allowance accounts at High Point Center for Care, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any. The Operator shall also return to You any money that comes into Operator's possession after your discharge by forwarding such funds 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 three (3) days to pick up such items. The Community Fee is non-refundable.

If you die, High Point Center for Care must turn over your money or 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 Westchester County (the County wherein High Point Center for Care is located) in order to determine what should be done with money or property of your estate.

5. Transfer of Funds or Property to High Point Center for Care. The Operator will not accept any of your money, property or things of value for safekeeping upon admission or at any time after your admission.

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6. Property or Items of Value Held in High Point Center for Care's Custody for You. The Operator will not accept, upon admission or any other time, property or things of value from you to keep in our custody.

7. Fiduciary Responsibility. The Operator will not assume management responsibility over your funds.

8. Tipping. The Operator must not accept, nor allow High Point Center for Care 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.

9. Personal Allowance Accounts. The Operator will not directly accept as payment (either full or partial) any Supplemental Security Income (SSI), Safety Net Assistance (SNA) or other public funds (including Medicaid) for any resident. Further, the Operator will not maintain any personal allowance accounts on any Resident's behalf.

10. Admission and Retention Criteria for an Assisted Living Residence.

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

10.2 Pre-Admission Evaluation. The Operator shall conduct an initial pre-admission evaluation of a prospective resident to determine whether or not the individual is appropriate for admission.

10.3 Appropriate for Admission. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to High Point Center for Care. Further, the Operator has determined that High Point Center for Care is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under your Individualized Service Plan.

10.4 Enhanced Assisted Living Residence Addendum. 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.

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

10.6 Transfer to Enhanced Assisted Living or Special Needs Assisted Living. All of the Assisted Living Residences at High Point Center for Care are certified as Enhanced Assisted Living, of which 46 are certified as Special Needs Assisted Living. You will not be required to

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relocate to a different Residence to receive Enhanced Assisted Living Services. If you become eligible for and choose to receive services in the Special Needs Assisted Living Residence, then you will be required to relocate to a Special Needs Assisted Living Residence, if accommodations are available, High Point Center for Care is able and willing to meet your care needs, and you meet the residency criteria for the Special Needs Assisted Living Residence.

10.7 Aging-in-Place. 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; (b) chronically require the physical assistance of another person to climb or descend stairs; (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; (d) have chronic unmanaged urinary or bowel incontinence; or (e) require EALR services offered by the community, which are listed in the EALR addendum.

10.8 24-Hour Skilled Nursing Care or Medical Care. 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.

11. Rules of High Point Center for Care. The rules of High Point Center for Care can be found in the High Point Center for Care Resident Handbook, which has been provided to you as a separate document from this Agreement. By signing this Agreement, you and your Representative and Legal Representatives acknowledge that You have received the Resident Handbook and agree to obey all reasonable rules of High Point Center for Care.

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

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

12.1.1 Payment of the Monthly Fee, any authorized Additional fees, agreed-to Supplemental fees, and the Community Fee as detailed in this Agreement.

12.1.2 Supply of personal clothing and effects.

12.1.3 Payment of all medical expenses including transportation for medical purposes, except when payments are available under Medicare, Medicaid or other third party coverage.

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

12.1.5 Informing us promptly of any change in health status, change in physician, or change in medications.

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12.1.6 Informing us promptly of any change of name, address and/or phone number.

13. Termination and Discharge.

13.1 Reasons for Termination. This Residency Agreement and residency in High Point Center for Care may be terminated in any of the following ways:

13.1.1 By mutual agreement between You and the Operator;

13.1.2 Upon thirty (30) days' written notice from you or your Representative or Legal Representative to us of your intention to terminate the Agreement and leave High Point Center for Care;

13.1.3 Upon thirty (30) days' written notice from the Operator to You, your Representative, your Legal Representative, your next of kin, the person designated in this Agreement as the responsible party, and any person designated by you.

13.2 Involuntary Termination. Involuntary termination of a Residency Agreement is permitted only for the following reasons, and if you object to the termination, termination is permissible only if the Operator initiates a court proceeding and the court rules in the Operator's favor:

13.2.1 You require continual medical or nursing care which High Point Center for Care is not permitted by law or regulation to provide;

13.2.2 If your behavior poses imminent risk of death or imminent risk of serious physical harm to you or anyone else;

13.2.3 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;

13.2.4 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 High Point Center for Care;

13.2.5 The Operator has had their operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of High Point Center for Care;

13.2.6 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 High Point Center for Care to other residences or is making other provisions for the residents' continued safety and care.

13.3 Our Notice of Termination. 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

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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.

13.4 Objection to Termination. 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.

13.5 No Amendment, No Failure to Provide Care/Services, and No Intimidation/Harassment. 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.

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

13.7 Assistance with Transfer or Discharge. 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.

14. Transfer.

14.1 Transfer without Thirty (30) Days' Notice or Court Review. 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' written notice or court review, for the following reasons:

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

14.1.2 In the event that your behavior poses an imminent risk of death or serious physical injury to yourself or others; or

14.1.3 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 High Point Center for Care to other residences or is making other provisions for the residents' continued safety and care.

14.2 Hand-Delivery of Notice of Termination. If you are transferred, in order to terminate your Residency Agreement, the Operator must proceed with the termination requirements as set forth in **Section 13** of this Agreement, except that the written notice of termination must be hand delivered to you at the location to which you have been transferred. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person. For residents admitted to the Special Needs Assisted Living Residence or who have a guardian appointed, service will be made to the resident's representative or next of kin by certified mail, with a copy to the resident by certified mail.

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14.3 Readmission to High Point Center for Care. If the basis for the transfer permitted under **Section 14.1.1 and 14.1.2** no longer exists, you are deemed appropriate for placement in High Point Center for Care and if the Residency Agreement is still in effect, you must be readmitted.

15. Resident Rights and Responsibilities. Attached as **Exhibit H** 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 High Point Center for Care. The Operator agrees to treat you in accordance with such Statement of Resident Rights and Responsibilities.

16. Complaint Resolution. The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in High Point Center for Care's operations and programs are attached as **Exhibit I** and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of High Point Center for Care. The Operator agrees that the residents of High Point Center for Care 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.

17. Miscellaneous Provisions.

17.1 Entire Agreement. This Agreement constitutes the entire Agreement of the parties.

17.2 Amendment to Agreement. 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 statutes and regulations shall be null and void.

17.3 Maintenance of Agreements/Documents and Availability for Inspection. The parties agree that Assisted Living Residency Agreements and related documents executed by the parties shall be maintained by the Operator in files at High Point Center for Care 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.

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

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

RESIDENT

Dated: _____ _____
(Signature)

RESIDENT'S REPRESENTATIVE

Dated: _____ _____
(Signature)

RESIDENT'S LEGAL REPRESENTATIVE

Dated: _____ _____
(Signature)

PURCHASE SENIOR LEARNING COMMUNITY, INC.
d/b/a High Point Center for Care

Dated: _____ _____
(Signature of Representative)

4/26/2024

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(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.

_____ [Insert Name(s)] personally guarantees payment of charges for Resident's Monthly Fees.

_____ [Insert Name(s)] personally guarantees payment of charges for the following services, materials or equipment, provided to the Resident, that are not covered by the Monthly Fees [Insert the services, materials, or equipment not covered in the Basic Rate for which the Guarantor is responsible]:

_____

_____

_____

_____
(Date)

_____
Guarantor's Signature

_____
Guarantor's Name (Print)

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(Optional) **Guarantor 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)

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Attachment 1
Assisted Living Pricing

1. Community Fee and Other Fees Due Prior to Move-In.

At the time of executing this Agreement, you will pay a non-refundable Community Fee of $_____, receipt of which the Operator hereby acknowledges. Individuals moving into High Point Center for Care from an independent living residence at Broadview Senior Living at Purchase College are not required to pay an additional Community Fee.

The following fees must be fully paid prior to your Possession Date, which will be _____:

Community Fee	$_____
Pet Fee	$_____
Full Month's Monthly Fee	$_____
Total Fees Due Prior to Move-In	$_____

2. Monthly Fee.

Based on your medical examination and care evaluation and based on your residency in a(n) ___ assisted living one-bedroom accommodation/___ special needs assisted living studio accommodation *(select the applicable living arrangement)*, you agree to pay a Monthly Fee each month as follows:

Monthly Fee (based on your level of care, as described in Exhibit F)	$_____
Pet Fee (pets not allowed in memory care)	$_____
Additional/Supplemental Fees	$_____

Prorated Monthly Fee for second month only: $_____

Monthly Fee Due Date: First day of the month.

You will pay a full month's Base Service Fee on or before your Possession Date (the date that you have access to the Residence), regardless of whether or not your Possession Date is on the first day of the month. Your Possession Date will be _____. Upon your Residency Date (the date you take physical possession of the Residence), you will also begin to pay your Level of Care Fee. Your second month's Monthly Fee will be prorated based upon the number of days you possessed your Residence in the first month. Thereafter, the Monthly Fee will be payable in advance, on the first day of each month and payment will be delivered by hand or mail to High Point Center for Care's office. For your convenience, a direct electronic payment can be arranged with High Point Center for Care's business

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office. High Point Center for Care will bill you directly for payment of your fees and charges. High Point Center for Care will not bill any third party payers on your behalf.

3. Additional Fees or Supplemental Fees.

If You opt to receive any optional services and amenities described in **Exhibit D** of the Agreement, You will pay the then-current rates of Additional Fees or Supplemental Fees for the optional additional services and amenities requested by or provided to you as set forth in **Section 3.2** of the Agreement. Additional Fees and Supplemental Fees will be reflected on your monthly statement and are due to be paid on the first day of each month.

4. Late Payment and Nonsufficient Funds Fees.

A late payment charge of one percent (1%) will be assessed the fifth (5th) day of each month on the total delinquent amounts due. Late payment charges will not be compounded on the total delinquent amounts computed for determining any late payment charge assessed in any succeeding month. The late payment charge will cease on the date the Operator receives payment of the total delinquent amount. The Operator does not waive our right to cancel this Agreement for nonpayment of fees subject to **Section 13** of this Agreement. The Operator will charge a fee for any check or payment returned to us for insufficient funds or any other reasons.

5. Changes in Monthly Fee, Community Fee, Additional Fees or Supplemental Fees.

5.1 45 Days' Written Notice. You have the right to written notice of any proposed increase of the Monthly Fee 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 **Sections 5.3, 5.4, and 5.5** below.

5.2 No Increase in Community Fee. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to you by us, once you have been admitted as a resident.

5.3 Less than 45 Days' Written Notice Based on Your Needs. If you, or your Representative or Legal Representative agree in writing to a specific Monthly Fee, Supplemental or Additional fee increase, through an amendment of this Agreement, due to your need for additional care (including a change in your level of care or transfer to a different level of care), services or supplies, the Operator may increase such Monthly Fee or Supplemental or Additional fee upon less than forty-five (45) days written notice.

5.4 Less than 45 Days' Written Notice Based on Physician's Order. 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 Fee or a Supplemental or Additional fee upon less than forty-five (45) days written notice.

5.5 Additional Charges Due to an Emergency. In the event of any emergency which affects you, the Operator may assess additional charges for your benefit as are

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reasonable and necessary for services, material, equipment and food supplied during such emergency.

6. **Supplemental Security Income (SSI), Safety Net Assistance (SNA), Medicaid or Other Public Funds.** High Point Center for Care will not directly accept as payment (either full or partial) any Supplemental Security Income (SSI), Safety Net Assistance (SNA) or other public funds (including Medicaid) for any resident. If you, or your Representative or Legal Representative, encounter financial difficulties making it impossible to pay the Monthly Fee or any Supplemental or Additional fees, the Operator will give you notice of termination of your Residency Agreement as outlined in **Section 13** of this Agreement. However, you will be allowed to stay, if someone with adequate resources agrees in writing to guarantee payment of your obligations pursuant the "Personal Guarantee of Payment" form included within the Residency Agreement.

7. **Pet Fee.** If you will have a pet residing with you at High Point Center for Care, there is a one-time non-refundable charge of $_____. Payment is due at the time you execute the Pet Agreement, which is attached as Exhibit J to this Agreement. You will be required to abide by our Pet Policy, which is also included in Exhibit J and outlined in the Resident Handbook. Pets are not permitted in special needs assisted living residences.

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EXHIBIT A

IDENTIFICATION OF LIVING ACCOMMODATIONS

Resident(s) is entitled to live in the following accommodations at High Point Center for Care *(select the applicable living arrangement)*:

☐ Assisted Living Residence:

☐ One Bedroom No. _____ (approximately 492 square feet)

☐ Special Needs Assisted Living Residence:

☐ Studio No. _____ (approximately 308 square feet)

Note: All living accommodations at High Point Center for Care are certified as Enhanced Assisted Living.

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EXHIBIT B

INVENTORY OF FURNISHINGS/APPLIANCES PROVIDED BY HIGH POINT CENTER FOR CARE

Your Residence at High Point Center for Care will be furnished with:

- A kitchenette in your Residence's living space, which includes a sink, a refrigerator, a microwave, and cabinetry (if you live in a Special Needs Assisted Living Residence, your Residence will not include the kitchenette or any of the appliances);
- A private, lockable bathroom, with shower;
- Closet space (if your Residence is located in the Special Needs Assisted Living Residence, it will include a wardrobe and not a closet);
- Lockable storage space that cannot be removed at will for personal articles;
- Lockable medicine cabinet;
- Window coverings;
- Telephone line to be activated by the Resident;
- Cable Television line to be activated by the Resident;
- Smoke detection system; and
- Emergency call system.

High Point Center for Care will also provide you with the following items, although you may choose to substitute any of these items with corresponding items provided by you:

- Standard single bed, well-constructed, in good repair, equipped with clean springs, and maintained in good condition;
- Clean, comfortable, well-constructed mattress, standard in size for the bed
- Clean, comfortable pillow of average bed size
- Bed and bath linens, including two (2) sheets, a pillowcase, at least one (1) blanket, a bedspread, towels and washcloths
- Chair;
- Table;
- Lamp;
- Dresser; and
- Soap and toilet tissue.
- A hinged, lockable entry door

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EXHIBIT C

INVENTORY OF FURNISHINGS/APPLIANCES PROVIDED BY RESIDENT

Resident has provided the following furnishings and appliances (check all items that will be furnished by the Resident):

- ☐ Bed, mattress and springs: _____
- ☐ Television: _____
- ☐ Radio: _____
- ☐ Clock: _____
- ☐ Telephone: _____
- ☐ Dresser: _____
- ☐ Table: _____
- ☐ Lamp: _____
- ☐ Chair: _____
- ☐ Linens: _____
- ☐ Other: _____
- ☐ Other: _____

Residents are **not allowed** to bring the following prohibited items, including, but not limited to: sharp objects; weapons; heat generating appliances such as personal microwaves, toasters, hot plates, and space heaters; pots; pans; and valuables not used by the resident.

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EXHIBIT D

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES AVAILABLE FOR A SUPPLEMENTAL OR ADDITIONAL FEE

The following services, supplies or amenities are available from us directly or through arrangements with us for the following supplemental or additional fees:

Item	Charge	Provided By
Personal laundry service (beyond one load of personal laundry each week)	$ each additional load	High Point Center for Care
Dry Cleaning	Charges are established by the dry-cleaner	Local Vendors
Salon and Spa Services	Charges are established by the salon and spa	On-Site Vendor
Long Distance Telephone Service, to be activated by the Resident	Charges are established by the telephone company and billed to the Resident directly	Local Vendor
Local Phone Service, to be activated by the Resident	Charges are established by the telephone company and billed to the Resident directly	Local Vendor
Additional Phone Lines, to be activated by the Resident	Charges are established by the telephone company and billed to the Resident directly	Local Vendor
Cable Television	Charges are established by the cable company and billed to the Resident directly	Local Vendor

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Item	Charge	Provided By
Guest meals	Breakfast - $ Lunch - $ Dinner - $	High Point Center for Care
Secured storage area (resident provides own lock)	$ per month	High Point Center for Care
Key replacement	$ each key	High Point Center for Care
Therapy - physical, occupational, speech, and respiratory	Charges for therapy services are established by the therapy provider and billed to the Resident direct	Vendor
Pharmacy	Charges for medicine, drugs, and other pharmaceutical supplies are established by the pharmacy and billed to the Resident direct	Vendor
Other (Specify) _____ _____ _____	$_____ $_____ $_____	_____ _____ _____

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EXHIBIT E

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

All care services will be provided by High Point Center for Care. At this time, there are no providers offering home care or health care services under any arrangement with the Operator. High Point Center for Care, 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 provided by the Operator and the additional nursing, medical and /or hospice services.

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EXHIBIT F

FEE SCHEDULE

This Fee Schedule describes the different levels of care offered at High Point Center for Care and outlines the fees associated with each level of care. Included below is further information about (i) standard Assisted Living services, care levels (Basic, Intermediate, and Advanced) and fees; (ii) Enhanced Assisted Living services and fees; and (iii) Special Needs Assisted Living services and fees.

I. ASSISTED LIVING

Community Fee: One month's rent at the Basic Care level (i.e. $13,295).

Monthly Assisted Living Fees by Level of Care:
Individuals who previously occupied an independent living residence at Broadview Senior Living at Purchase College will receive a 10% discount on the rates listed below.

Basic Care (1-22 points)	$13,295 per month
Intermediate Care (23-45 points)	$13,360 per month
Advanced Care (46-68 points)	$13,965 per month

Pet Fee: One-time, non-refundable charge of: $_____

Assisted Living Services and Care Levels

At High Point Center for Care, we know every individual is unique, so we offer highly individualized care based on each Resident's specific needs. Each prospective and current Resident is evaluated to assess the Resident's specific needs for services to be provided by High Point Center for Care staff. The Basic Level of Care includes the housing accommodations described in Section 1.1 of this Agreement and the basic services outlined in Section 1.2 of this Agreement, including a minimum of 3.75 hours of personal care and medication management services each week. Higher care levels also include additional personal care and medication management services as required by the Resident, who pays for the totality of the Resident's care needs rather than for individual, specific services. To accomplish this, High Point Center for Care utilizes an industry standard care evaluation to identify the Resident's unique needs.

The care evaluation will be completed by a qualified nurse who will identify the Resident's specific care needs and determine the level of care that is best suited to the Resident's current physical, cognitive, neurological and sensory needs. Since care is highly individualized, no specific list of services is included in each of the three levels of care. Rather, the specific care and services required to support the Resident with the activities of daily living and the amount of staff assistance needed to provide this support will be considered in assigning a Resident's level of care.

Through the evaluation process, characteristics and care needs are identified and assessed,

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including, but not limited to the following: existing medical diagnoses, vital sign and health monitoring, skin, neurocognitive, psychosocial, cognitive function/Global Deterioration Scale (GDS), mobility/ambulation, transferring, fall potential, bathing, grooming/personal hygiene, dressing, toileting, meal consumption, nursing services, housekeeping/laundry, and emergency and evacuation. Points will be assigned to each of the Resident's specific care needs, based on the nature and extent of each particular care need. The total number of points assessed determines whether the Resident qualifies for the Basic, Intermediate, or Advanced Level of Care. A copy of the evaluation tool is attached as **Exhibit F-1** to this Agreement. Residents assessed 1-22 points will be assigned to Basic Care, those assessed 23-45 points will be assigned to Intermediate Care, and those assessed 46-68 points will be assigned to Advanced care.

The point system and level of care fees described above do not apply to residents receiving Enhanced Assisted Living services or residents admitted to a Special Needs Assisted Living Residence. If a Resident's care needs require services that can only be provided pursuant to High Point Center for Care's Enhanced Assisted Living Residence (EALR) certification, including those services described in Section II below, the Resident will be required to sign the EALR Addendum and pay the Enhanced Care fee. Likewise, if a Resident requires memory support, the Resident will be required to sign the Special Needs Assisted Living Residence (SNALR) Addendum and pay the SNALR Care fee, as described in Section III below.

II. ENHANCED ASSISTED LIVING:

Community Fee: One month's rent at the Basic Care level (i.e. $13,295).

Monthly Enhanced Assisted Living Fee: $14,300 per month ($12,870 per month for individuals who previously occupied an independent living residence at Broadview Senior Living at Purchase College)

Pet Fee: One-time, non-refundable charge of: $_____

Enhanced Assisted Living Services

Enhanced Assisted Living Care is provided to Residents who desire to continue to age in place and who: (a) chronically require the physical assistance of another person in order to walk; (b) chronically require the physical assistance of another person to climb or descend stairs; (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; (d) have chronic unmanaged urinary or bowel incontinence; and/or (e) require services offered by High Point Center for Care under its EALR certification. The Monthly Enhanced Assisted Living Fee will include the housing accommodations described in Section 1.1 of this Agreement, the basic services outlined in Section 1.2 of this Agreement, and specialized EALR services required by the Resident.

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EALR services available at High Point Center for Care include:

- Assistance with walking, using stairs, and/or transferring
- Administration of Eye Drops
- Catheter Care
- Colostomy-Ileostomy Care
- Administration of Injections such as insulin, B12, allergy medications, antibiotics, EpiPens
- Assistance with nebulizers and oxygen equipment
- Other nursing services consistent with the New York Nurse Practice Act
- Additional monitoring and supervision of behaviors and personal care needs
- Chronic Incontinence Care
- Ureterostomy Care
- Simple dressing changes
- PRN medication management and administration
- Pain Management

Residents requiring EALR Care, as outlined above, will be required to sign an EALR Addendum.

III. SPECIAL NEEDS ASSISTED LIVING:

Community Fee: One month's rent for the selected residence

Monthly Special Needs Assisted Living Fee: $14,957 per month ($13,461 per month for individuals who previously occupied an independent living residence at Broadview Senior Living at Purchase College)

Special Needs Assisted Living Services

The Monthly Special Needs Assisted Living Fee will include the housing accommodations described in Section 1.1 of this Agreement (a 308 square foot studio), the basic services outlined in Section 1.2 of this Agreement, specialized SNALR services, and, if required by the Resident, EALR services. Pets are not permitted in SNALR accommodations.

Residents requiring SNALR Care will be required to sign an SNALR Addendum and SNALR residents requiring EALR services will also be required to sign the EALR Addendum.

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EXHIBIT F-1

LEVEL OF CARE EVALUATION TOOL

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High Point Center for Care

Health and Services Evaluation- Assisted Living

The below Health and Services Evaluation is used to assist High Point Center for Care in developing each Assisted Living Resident's Individualized Service Plan (Section I below) and to determine the assigned level of care for residents receiving Assisted Living Services (Section II below). The points listed next to the applicable questions in Section II will be added together to determine the resident's assigned level of care. Please note that this Health and Services Evaluation, including the point system and levels of care assessment and fees, do not apply to residents receiving Enhanced Assisted Living services or residents admitted to a Special Needs Assisted Living (Memory Care) residence. If a resident is identified as having a need marked "EALR Only," they will be asked to enter into an EALR Addendum, and this evaluation will no longer be applicable.

Resident's Name: _____ **Date of Birth:** _____

Location: _____ **Physician:** _____ **Date of Evaluation:** _____

Vitals: BP:_____ **Pulse:** _____ **Weight:** _____ **Height:** _____ **Resp:** _____ **Temp:** _____ **O2:** _____

Diagnosis: _____

Allergies: _____

Code Status: _____

Glasses: ☐Yes ☐ No Glaucoma: L ☐ R ☐ Legally Blind: L ☐ R ☐ Contact Lenses: ☐Yes ☐ No

Does the patient have a hearing deficit? ☐Yes ☐ No Hearing Aid: L ☐ R ☐

SECTION I

Prosthesis: ☐ No ☐ Yes (describe)_____

Amputation: ☐No ☐ Yes (describe)_____

Podiatric: Does the resident have podiatric concerns requiring treatment or which impair ability to ambulate or transfer?

☐ No ☐ Yes (describe)_____

Communication:

Speak English? ☐ Yes ☐ No **Read English?** ☐ Yes ☐ No **Write in English?** ☐ Yes ☐ No

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Can the individual understand instructions in English?

- ☐ Yes
- ☐ No

If no to any of the above, indicate dominant language: Speak: _____ Read: _____ Write: _____

Verbal Expression/Speech (check all that apply):

- ☐ Easily Understood
- ☐ Difficulty finding words or expressing self
- ☐ Slurred or mumbled speech
- ☐ Understands directions

Does the resident have a speech defect / impairment?

If yes, describe: _____

Neurocognitive:

Orientation Evaluation

- ☐ Resident is oriented to person
- ☐ Resident is oriented to place
- ☐ Resident is oriented to time
- ☐ Resident is oriented to situation
- ☐ Resident is disoriented

Medical History:

Communicable Diseases:

- ☐ Resident is free from communicable disease(s)
- ☐ Resident is not free from communicable disease(s)

Smoking History:

- ☐ Resident does not currently smoke and has never smoked
- ☐ Resident does not currently smoke and has a history of smoking
- ☐ Resident currently smokes

Respiratory assisting devices and methods

- ☐ Nasal cannula
- ☐ Non-Rebreather mask
- ☐ Portable oxygen tank
- ☐ Oxygen concentrator
- ☐ Pulse oximetry meter
- ☐ Incentive spirometer
- ☐ CPAP/BiPAP
- ☐ Humidifier
- ☐ Dehumidifier
- ☐ Air purifier

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- ☐ Other - Resident has other enabling device(s) used related to oxygenation (see Service Plan)
- ☐ None Apply

Medication:

Resident Self Medicates

- ☐ Yes
- ☐ No

Medication Level of Assistance

- ☐ Independent: Resident does not require assistance with medication administration
- ☐ Minimal: Resident requires minimal assistance (i.e. open containers or use of pill organizer) understands medication and treatment routine
- ☐ Moderate: Resident requires nurse performing refill and/or occasional assistance or cueing to follow medication routine
- ☐ Extensive: Resident requires daily assistance or cueing, must be reminded to take medication and treatments; does not know medication routine
- ☐ Total: Resident is not able to take medication without assistance
- ☐ Resident does not take any medications including OTC.

Health Monitoring:

Skin Color

- ☐ Normal
- ☐ Abnormal

Describe abnormal skin temperature: _____

Describe location and type of skin marking(s) (i.e., scars, birthmarks, healed surgery sites, tattoos, etc.):

_____

Resident has active wound(s)/open area that require treatment and/or irrigation.

- ☐ Yes (describe)
- ☐ No

Describe location, type, and date of onset of active wounds and/or skin issue(s) (i.e., open areas, broken skin,

rashes, bruising, etc.): _____

Sleep Pattern:

Preferred wake up time: _____ Napping routine: _____ Preferred bedtime: _____

Bathing:

Prefers ☐ Bath ☐ Shower

Bathing assistance provided ENTIRELY by a private/personal caregiver.

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- ☐ Yes
- ☐ No

Bathing Frequency

- ☐ 1-2 times weekly
- ☐ 3 times weekly
- ☐ 4 times weekly
- ☐ 5 times weekly
- ☐ 6 times weekly
- ☐ Daily
- ☐ None Apply

Bathing Level of Assistance (Private/Personal Caregiver)

- ☐ Independent: Resident does not require assistance with bathing
- ☐ Minimal: Resident can bathe without physical assistance but may require reminding or standby assistance
- ☐ Moderate: Resident requires assistance with bathing, requires assistance or cueing with parts of bathing including assistance getting in/out of tub/shower
- ☐ Extensive: Resident requires hands on assistance with participation by the resident to complete task
- ☐ Total: Resident is dependent on others to provide complete bath, including shampoo

Bathing Enabling Devices and Methods

- ☐ Shower chair
- ☐ Shower Bench
- ☐ Grab bar
- ☐ Handheld shower
- ☐ Bath lift
- ☐ Other (specify in Service Plan)
- ☐ None Apply

Grooming:

Grooming/Personal Hygiene assistance provided ENTIRELY by a private/personal caregiver.

- ☐ Yes
- ☐ No

Grooming/Personal Hygiene Level of Assistance (Private/Personal Caregiver)

- ☐ Independent: Resident does not require assistance with grooming/personal hygiene
- ☐ Minimal: Resident may manage grooming/personal hygiene but requires verbal reminders/prompts/cues
- ☐ Moderate: Resident performs grooming/personal hygiene but requires physical assistance to complete task
- ☐ Extensive: Caregiver performs most grooming/personal hygiene but resident is able to assist
- ☐ Total: Resident is dependent on others to provide all grooming/personal hygiene needs

Dressing:

Dressing Level of Assistance (Private/Personal Caregiver)

- ☐ Independent: Resident does not require assistance with dressing
- ☐ Minimal: Resident can dress/undress and select clothing but may need to be reminded/supervised

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- ☐ Moderate: Resident can dress/undress and select clothing with physical assistance
- ☐ Extensive: Resident requires assistance with dressing, caregiver dresses/undresses and selects clothing but resident is able to assist in task
- ☐ Total: Resident is dependent upon others to do all dressing/undressing

Dressing Enabling Devices and Methods

- ☐ Button hook
- ☐ Dressing stick
- ☐ Shoe horn
- ☐ Quick zips
- ☐ Other - Resident has enabling device(s) used for dressing (specify in Service Plan)
- ☐ Therapeutic devices: support stockings, braces, splints
- ☐ None Apply

Toileting:

Is the resident continent of urinary function? ☐ Yes ☐ No

Is the resident continent of bowel function? ☐ Yes ☐ No

Toileting assistance frequency

- ☐ 2 times or less per day
- ☐ 3-4 times per day
- ☐ 5-6 times per day
- ☐ More than 6 times per day
- ☐ Does not apply

Toileting Enabling Devices and Methods

- ☐ Adult Briefs
- ☐ Adult Pull-up/protective underwear
- ☐ Bedpan
- ☐ Bedside commode
- ☐ Catheter-external/condom (EALR Only)
- ☐ Catheter-indwelling (EALR Only)
- ☐ Colostomy (EALR Only)
- ☐ Grab bar
- ☐ Ileostomy (EALR Only)
- ☐ Mattress protector
- ☐ Mechanical lift (EALR Only)
- ☐ Raised seat
- ☐ Slide board
- ☐ Transfer belt
- ☐ Ureterostomy (EALR Only)
- ☐ Urinal
- ☐ Urinary pad
- ☐ Other - Resident has enabling device(s) used for toileting (specify in Service Plan)
- ☐ None Apply

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Additional incontinence laundry service

- ☐ No routine additional services
- ☐ Routinely perform additional service 1x per week due to incontinence
- ☐ Routinely perform additional service 2x per week due to incontinence
- ☐ Routinely perform additional service 3x or more per week due to incontinence

Toileting Level of Assistance

- ☐ Independent: Resident does not require assistance with toileting
- ☐ Minimal: Resident requires verbal prompts/cues for toileting tasks.
- ☐ Moderate: Resident requires stand by assistance for toileting tasks.
- ☐ Extensive: Resident requires physical assistance with parts of toileting tasks.
- ☐ Total: Resident requires physical assistance, transfer device, or two person assist with all tasks related to toileting. May require assistance with closed drainage system/catheters.

Meals:

Diet Type

- ☐ Regular
- ☐ Therapeutic Diet (customize type, texture, consistency)

Dental Prosthetics: _____

Dentures Upper ☐ Yes ☐ No

Lower ☐ Yes ☐ No

Meal Considerations

- ☐ Problems with chewing
- ☐ Problems with swallowing
- ☐ Loose teeth
- ☐ Broken teeth
- ☐ Decaying teeth
- ☐ Recent unintended weight loss
- ☐ Recent unintended weight gain
- ☐ None Apply

Meal assistance provided ENTIRELY by private/personal caregiver.

- ☐ Yes
- ☐ No

Meal Consumption Enabling Devices and Methods

- ☐ Plate guard
- ☐ Adaptive utensil (spoon and/or fork)
- ☐ Raised lip plate
- ☐ Adaptive cup
- ☐ Other; please describe
- ☐ None Apply

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Housekeeping and Laundry

Housekeeping Level of Assistance

- ☐ Independent: Resident does not require assistance with housekeeping
- ☐ Minimal: Resident is physically capable of performing all housekeeping but requires prompts/cues/reminders and or supervision
- ☐ Moderate: Staff provides routine housekeeping services with moderate participation from resident
- ☐ Extensive: Staff provides routine housekeeping services with limited participation from resident
- ☐ Total: Staff completes all housekeeping tasks

Laundry Level of Assistance

- ☐ Independent: Resident does not require assistance with laundry
- ☐ Minimal: Resident requires prompts/cues/reminders and or supervision to complete task
- ☐ Moderate: Resident is able to perform part of task but requires assistance from staff to complete laundry
- ☐ Extensive: Staff performs majority of task but resident is able to participate in limited role
- ☐ Total: Resident is dependent upon others to complete all aspects of task

Emergency and Evacuation:

Resident trained /demonstrates how to activate emergency call system

- ☐ Yes
- ☐ No/Unable

Emergency Response Enabling Devices and/or Methods

- ☐ Emergency Pull Cord
- ☐ Pendant Call System
- ☐ Other - Resident has enabling device(s) used for emergency response
- ☐ None Apply

Task:

Telephone use

- ☐ Resident is independent in the use of any telephone device (DOES have personal cell phone)
- ☐ Resident is independent in the use of any telephone device (Does NOT have personal cell phone)
- ☐ Resident requires stand-by assist with queues and reminders while using any telephone device
- ☐ Resident requires total assist while using any telephone device

Money Management

- ☐ Resident is independent in all money management matters
- ☐ Resident requires stand-by assist for queues and reminders during money management practice, either from independently hired staff or family members
- ☐ Resident requires total money management assistance either from independently hired staff or family members

Shopping

- ☐ Independent: Able to plan for shopping needs and independently perform shopping tasks, including carrying package.
- ☐ Independent: But requests facility perform task.
- ☐ Intermittent Assistance: Able to do only light shopping and carry small packages but needs someone to do occasional major shopping.

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- ☐ Continual Assistance: Unable to go shopping alone but can go with someone to assist; OR unable to go shopping but is able to identify items needed, place orders, and arrange for home delivery.
- ☐ Total Assistance: Needs someone to do all shopping and errands.

Psychosocial:

Anxiety
- ☐ Resident does not have current or history of anxiety
- ☐ Resident has current or history of occasional anxiety
- ☐ Resident has current or history of frequent anxiety
- ☐ Resident has current or history of chronic anxiety

Mood and Depression
- ☐ Resident does not have current or history of depression or mood disorder
- ☐ Resident has current or history of occasional depression or mood disorder
- ☐ Resident has current or history of frequent depression or mood disorder
- ☐ Resident has current or history of chronic depression or mood disorder

Hallucinations/Delusions
- ☐ Resident does not have current or history of hallucinations/delusions
- ☐ Resident has current or history of occasional hallucinations/delusions
- ☐ Resident has current or history of frequent hallucinations/delusions
- ☐ Resident has current or history of chronic hallucinations/delusions

Substance Use
- ☐ Resident does not currently or have a history of substance use.
- ☐ Resident has current or history of substance use which may cause some interpersonal and/or health problems, but does not significantly impair overall independent functioning. May have behavior management plan in place.
- ☐ Resident has current or history of substance use which may cause moderate problems with peers, family members, law officials, etc., and may require some professional intervention. May have behavior management plan in place.
- ☐ Resident has current or history of frequent substance use which causes significant problems with others and severely impairs ability to function independently. May have behavior management plan in place.

Involvement of Resident's Family
- ☐ Family is involved with physical and emotional needs
- ☐ Family is cooperative but cannot provide ongoing physical and emotional support
- ☐ Family lives out of town, unable to visit but would like updates on resident
- ☐ Family has no involvement with resident

Involvement of Resident's Friends and Associates
- ☐ Friends and associates are involved with physical and emotional needs
- ☐ Friends and associates are cooperative but cannot provide ongoing physical and emotional support
- ☐ Friends and associates live out of town, unable to visit but would like updates on resident
- ☐ Friends and associates have no involvement with resident

The following questions are used to determine the appropriate level of care for Assisted Living residents. Scores are calculated between 1-68. Below are the ranges for each level of care:

- **Basic: 1-22**
- **Intermediate: 23-45**
- **Advanced: 46-68**

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Medical History:

Respiratory assisting devices or care

- ☐ Not Applicable: Resident does not require respiratory assisting devices or care
- ☐ Independent: Resident requires respiratory assisting devices or care and is independent with all aspects
- ☐ PRN: Resident requires as needed (prn) respiratory assisting devices or care (1points)
- ☐ Minimal: Resident requires cueing/reminders for respiratory assisting devices or care as ordered by MD (2 points)
- ☐ Moderate: Resident requires some hands-on assistance with respiratory assisting devices or care (3 points)
- ☐ Extensive: Resident requires assistance from a licensed nurse for all respiratory assisting devices or care (4 points)

Skin Evaluation:

Overall skin integrity intact

- ☐ Yes
- ☐ No (1)

Neurocognitive:

Orientation

- ☐ No Impairment: Oriented to person, place, time and situation
- ☐ Mild Impairment: Resident has current or history of occasional disorientation to person, place, time or situation that does not interfere with functioning in familiar surroundings. Requires some direction and reminding from others (1 point)
- ☐ Moderate Impairment: Resident has current or history of occasional disorientation to person, place, time or situation even in familiar surroundings and requires supervision and oversight for safety (3 points)
- ☐ Severe Impairment: Resident is frequently disoriented and may require repeated verbal prompts and/or direction (4 points)

Cognitive Function

- ☐ No Impairment: Resident is alert and oriented, comprehends verbal questions and commands and has accurate recall.
- ☐ Mild Impairment: Resident has current or history of occasional difficulty remembering and using information; requires some directions and reminding from others; may have difficulty following written instructions (1 point)
- ☐ Moderate Impairment: Current or history of frequent or difficulty remembering and using information; requires directions and reminding from others; cannot follow written instructions (3 points)
- ☐ Severe Impairment: Resident is unable to remember or use information; may require repeated verbal prompts and/or direction (4 points)

Vision:

- ☐ No Impairment: Resident does not have visual impairment
- ☐ Mild Impairment: Resident has mild visual impairment but sees adequately with devices
- ☐ Moderate Impairment: Resident has moderate visual impairment (2 points)
- ☐ Severe Impairment: Resident has severe visual impairment (3 points)
- ☐ Legally Blind: Resident is legally blind (4 points)

Hearing:

- ☐ No Impairment: Resident does not have hearing impairment
- ☐ Mild Impairment: Resident has mild hearing impairment but hears adequately with devices

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- ☐ Moderate Impairment: Resident has moderate hearing impairment (2 points)
- ☐ Severe Impairment: Resident has severe hearing impairment (3 points)
- ☐ Total Hearing Loss: Resident is unable to hear (4 points)

Bathing:

Bathing Level of Assistance

- ☐ Independent: Resident does not require assistance with bathing
- ☐ Minimal: Resident can bathe without physical assistance but may require reminding or standby assistance (1 point)
- ☐ Moderate: Resident requires assistance with bathing, requires assistance or cueing with parts of bathing including assistance getting in/out of tub/shower (2 points)
- ☐ Extensive: Resident requires hands on assistance with participation by the resident to complete task (3 points)
- ☐ Total: Resident is dependent on others to provide complete bath, including shampoo (4 points)

Dressing:

Dressing Level of Assistance

- ☐ Independent: Resident does not require assistance with dressing
- ☐ Minimal: Resident can dress/undress and select clothing but may need to be reminded/supervised (1 point)
- ☐ Moderate: Resident can dress/undress and select clothing with physical assistance (2 points)
- ☐ Extensive: Resident requires assistance with dressing, caregiver dresses/undresses and selects clothing but resident is able to assist in task (3 points)
- ☐ Total: Resident is dependent upon others to do all dressing/undressing (4 points)

Grooming:

Grooming/Personal Hygiene Level of Assistance

- ☐ Independent: Resident does not require assistance with grooming/personal hygiene
- ☐ Minimal: Resident may manage grooming/personal hygiene but requires verbal reminders/prompts/cues (1 point)
- ☐ Moderate: Resident performs grooming/personal hygiene but requires physical assistance to complete task (2 points)
- ☐ Extensive: Caregiver performs most grooming/personal hygiene but resident is able to assist (3 points)
- ☐ Total: Resident is dependent on others to provide all grooming/personal hygiene needs (4 points)

Toileting:

Toileting Level of Assistance

- ☐ Independent: Resident does not require assistance with toileting
- ☐ Minimal: Resident requires verbal prompts/cues for toileting tasks (1 point).
- ☐ Moderate: Resident requires stand by assistance for toileting tasks (2 points).
- ☐ Extensive: Resident requires physical assistance with parts of toileting tasks (5 points).
- ☐ Total: Resident requires physical assistance, transfer device, or two person assist with all tasks related to toileting. May require assistance with closed drainage system/catheters (6 points).

Meals:

Meal Consumption Level of Assistance

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- ☐ Independent: Resident does not require assistance with meal consumption
- ☐ Minimal: Resident can feed self, chew and swallow foods, however needs reminding/cueing to maintain adequate intake (1 point)
- ☐ Moderate: Resident requires cutting up of food, opening cartons/packages; may need encouragement to select menu items (2 points)
- ☐ Extensive: Resident requires regular encouragement to select menu items compliant with ordered diet; may require assistance with feeding appliances (3 points)
- ☐ Total: Resident must be fed by mouth by another person (4 points)

Emergency and Evacuation

Emergency Response Level of Assistance

- ☐ Independent: Resident does not require assistance with using the community response system
- ☐ Minimal: Resident requires occasional reminding with how to use the emergency response system (1 point)
- ☐ Moderate: Resident requires frequent reminding with how to use the emergency response system (2 points)
- ☐ Extensive: Resident requires repeated reminding with how to use the emergency response system, ongoing training, and may need physical assistance (3 points)
- ☐ Total: Resident is unable to utilize the emergency response system; may have frequent monitoring in place (4 points)

Evacuation Level of Assistance

- ☐ Independent: Resident does not require assistance with evacuation or to request emergency assistance
- ☐ Minimal: Resident requires supervision and/or verbal cueing to evacuate residence or to request emergency assistance (1 point)
- ☐ Moderate: Resident requires some physical assistance to evacuate residence or to request emergency assistance (2 points)
- ☐ Extensive: Staff must assist resident to evacuate residence or to request emergency assistance (3 points)
- ☐ Total: Resident requires physical assistance to evacuate residence or to request emergency assistance (4 points)

Evacuation Enabling Devices and Methods

- ☐ Pet evacuation required (1 point)
- ☐ Brace/orthotic appliance
- ☐ Cane (regular, quad)
- ☐ Crutch
- ☐ Gait belt
- ☐ Grab bar
- ☐ Mechanical lift (EALR Only)
- ☐ Prosthesis
- ☐ Slide board
- ☐ Transfer belt
- ☐ Trapeze (EALR Only)
- ☐ Walker (no wheels, wheeled, seat attached)
- ☐ Wheelchair (electric, manual)
- ☐ Scooter
- ☐ Other; describe
- ☐ None Apply

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Psychosocial:

Wandering

- ☐ Resident does not have current or history of wandering.
- ☐ Resident has current or history of wandering within the residence or facility without exiting, does not jeopardize health or safety (of self or others). May have behavior management plan in place (1 point).
- ☐ Resident has current or history of wandering within the residence of the facility. May wander outside; health or safety may be jeopardized, but participant is not combative about returning and does not require professional consultation or intervention. May have behavior management plan in place (3 points).
- ☐ Resident wanders outside and leaves immediate area. Has history of leaving immediate area, getting lost, or being combative about returning. Requires supervision, a professionally authorized behavioral management program, and/or professional consultation and intervention. May have behavior management plan in place (4 points).

Judgment

- ☐ Resident does not resist care. Makes appropriate decisions, can solve problems, and responds to major life changes. Judgment is good. (1 point)
- ☐ Resident has current or history of occasional poor judgment. Resident may resist care at times. Needs protection and supervision because participant makes unsafe or inappropriate decisions. May have behavior management plan in place (2 points)
- ☐ Resident has current or history of frequent poor judgment. Resident may resist care often. Needs protection and supervision because participant makes unsafe or inappropriate decisions. May have behavior management plan in place (3 points).
- ☐ Resident resists care. Cannot make appropriate decisions for self or makes unsafe decisions and needs supervision. May have behavior management plan in place Judgment is poor (4 points).

Awareness

- ☐ Resident does not have current or history of issues with self-awareness, victimization, or exploitation.
- ☐ Resident has current or history of occasional inability to discern and avoid situations that he/she may be abused, neglected or exploited. May have behavior management plan in place. (1 point)
- ☐ Resident has current or history of frequent inability to discern and avoid situation that he/she may be abused, neglected, or exploited. May have behavior management plan in place. (2 points)
- ☐ Resident requires supervision due to inability to discern and avoid situations in which he/she may be abused, neglected, or exploited. May have behavior management plan in place. (3 points)

Behaviors

- ☐ Resident does not have current or history of disruptive, aggressive, verbal or socially inappropriate behaviors.
- ☐ Resident has current or history of occasional disruptive, aggressive, or socially inappropriate behavior, either verbally or physically improper. May require special tolerance or staff training. May have behavior management in place (1 point).
- ☐ Resident has current or history of frequent disruptive, aggressive, or socially inappropriate behavior, either verbally or physically improper. May require professional consultation or staff training. May have behavior management plan in place (2 points)
- ☐ Resident is verbally or physically inappropriate and requires supervision, a professionally authorized behavioral management program, and /or professional consultation and intervention. May have behavior management plan in place (3 points).

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EXHIBIT G

DISCLOSURE STATEMENT

Purchase Senior Learning Community, Inc. (the "Operator"), as operator of High Point Center for Care, hereby discloses the following, as required by Public Health Law Section 4658(3).

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

2. Licensure Status. The Operator is licensed by the New York State Department of Health to operate a 68-bed Assisted Living Residence as well as an Adult Home known as High Point Center for Care, located at 300 West Loop Road, Purchase, NY 10577. The Operator is also certified to operate High Point Center for Care as an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence.

   These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residency in a basic Assisted Living Residence to be able to continue to reside in High Point Center for Care and to receive either Enhanced Assisted Living Services or Special Needs Assisted Living Services, as long as the other conditions of residency set forth in this Agreement continue to be met.

   High Point Center for Care is currently approved to provide:

   a. Enhanced Assisted Living Services for up to a maximum of 68 persons

   b. Special Needs Assisted Living Services for a maximum of 32 persons.

   It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. All of the Assisted Living Residences at High Point Center for Care are certified as Enhanced Assisted Living, of which 32 are certified as Special Needs Assisted Living. You will not be required to relocate to a

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different Residence to receive Enhanced Assisted Living Services. If you become appropriate for Special Needs Assisted Living Services, and one of those units is available, you will be eligible to be admitted into the Special Needs Assisted Living Residence. If however, such units are at capacity and there are no vacancies, the Operator will assist you and your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements.

If you become eligible for and choose to receive services in the Special Needs Assisted Living Residence within High Point Center for Care, you will be required to change your Residence within High Point Center for Care in order to be provided with those services.

Posting of Vacancies. The Operator will post prominently in High Point Center for Care, on a monthly basis, the then-current number of vacancies under our Enhanced Assisted Living Certification and/or Special Needs Assisted Living Certification.

Other Licensure. Following is a list of other health related licensure or certification status of the Operator or others providing services at High Point Center for Care: Not applicable.

3. Real Property Ownership. The owner of the real property upon which High Point Center for Care is located is the State University of New York. The real property is leased to Purchase College Advancement Corporation ("Sublessor"), which subleases the property to Purchase Senior Learning Community, Inc. The address of the Sublessor is 735 Anderson Hill Road, Purchase, New York 10577. The following individual(s) are authorized to accept personal service on behalf of such Sublessor: Elizabeth Robertson, 6 International Drive, Suite 120, Rye Brook, NY 10573.

4. Operator Ownership. The operator of High Point Center for Care is Purchase Senior Learning Community, Inc. The mailing address of the Operator is 6 International Drive, Suite 120, Rye Brook, NY 10573. The following individual(s) are authorized to accept personal service on behalf of the Operator: Elizabeth Robertson, 6 International Drive, Suite 120, Rye Brook, NY 10573.

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5. Ownership Interest on the Part of the Operator. There is no 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.

6. Ownership Interest on the Part of any Entity. There is no ownership interest in the Operator in excess of 10% on the part of any entity (whether a legal or beneficial interest) which provides care, material, equipment or other services to residents.

7. Services from Other Providers. Residents of High Point Center for Care have the right to receive services from service providers with whom High Point Center for Care does not have an arrangement.

8. Right to Choose Health Care Providers. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. Availability of Public Funds. High Point Center for Care will not directly accept as payment (either full or partial) any Supplemental Security Income (SSI), Safety Net Assistance (SNA) or other public funds (including Medicaid) for any resident; thus, public funds will not be available for the residential or supportive services provided by High Point Center for Care. However, there may be instances where services received by residents from other health care providers may be covered under Medicare (e.g., therapy services). The third-party health care provider will be responsible for billing Medicare on such resident's behalf, and the resident will be required to pay any co-insurance or other amounts for such services.

10. Complaint Hotlines. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by High Point Center for Care is 1-866-893-6772.

11. Long-Term Care Ombudsman. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. The telephone number for the Local Long Term Care Ombudsman for Westchester County is (914) 500-3406. The web site for the New York State Long Term Care Ombudsman Program is:

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12. Laws and Regulations. 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 Parts 485-487 and 10 NYCRR Part 1001.

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EXHIBIT G-1

CONSUMER INFORMATION GUIDE

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EXHIBIT H

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;

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

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

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

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

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE.

(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,

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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.

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EXHIBIT I

PROCEDURES FOR RESIDENT GRIEVANCES AND RECOMMENDATIONS

You have the right to present grievances and recommend changes in policies, procedures and services to the Executive Director or any other Department Director or staff without restraint, interference, coercion, discrimination or reprisal.

You, your Representative and/or Legal Representative may present in writing a complaint or recommendation without restraint or reprisal. The grievance may be filed in writing with the Department Director of the area where the grievance occurs. Assistance, if necessary, will be available through the Administration office. Information contained in the grievance will include the following: description of the grievance, a list of all parties involved, and dates of specific incidents related to the grievance. The Department Director will acknowledge in writing receipt of the grievance within five (5) business days and provide the Resident and/or Legal Representative with a time frame for an appropriate response.

If the grievance remains unresolved for 30 days after initial submission, the Department Director will address the grievance with the Executive Director. The Executive Director will address, in writing, the grievance within ten (10) business days. All written grievances will be treated confidentially and kept on file by administration. If the grievance remains unresolved for 60 days after the initial submission, the Executive Director will address the grievance with the Regional Operations Manager at Life Care Services LLC.

If the issue is not resolved to your satisfaction, you may contact the Regional Operations Manager at Life Care Services LLC, 400 Locust Street, Suite 820, Des Moines, IA 50309-2334. The Regional Operations Manager will address the grievance within 10 business days.

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An open-door policy is maintained by the Executive Director for you, your Representative and/or Legal Representative, or family member to voice everyday concerns and problems that can be resolved quickly and easily. All concerns and problems of this nature shall be documented and a note forwarded to the Executive Director.

If a Resident or Representative wishes to remain anonymous, notification of a complaint or grievance may be given through an anonymous compliance hotline. The phone number for this hotline is: 1-866-866-6056. Anonymous complaints and suggestions may also be given to the Resident Council, which will share such complaints or suggestions with the appropriate High Point Center for Care staff member. Administration will give each complaint and suggestion careful consideration and will send the Resident Council a written report addressing the complaint or suggestion and also provide a response at the next Resident Council meeting. Minutes of such meetings will be posted and available to all Residents.

If you feel your concerns are not being resolved to your satisfaction, you may contact the New York State Department of Health at 1-866-893-6772. You may also contact the New York State Long Term Care Ombudsman Program at 1-855-582-6769 or the Local Long Term Care Ombudsman at 1-914-500-3406.

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EXHIBIT J

PET AGREEMENT AND POLICY

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HIGH POINT CENTER FOR CARE
PET AGREEMENT

THIS PET AGREEMENT ("Agreement") is made and entered into this of , , by and between ("Resident" or "You") and Purchase Senior Learning Community Inc. (the "Operator"), the operator of an adult home/assisted living residence known as High Point Center for Care (the "Community"), located in Purchase, NY.

RECITALS:

WHEREAS, Resident and the Operator entered into an assisted living residency agreement dated (the "Residency Agreement") for residence no. ("Residence") at the Community; and

WHEREAS, Resident desires that the Operator allow Resident's pet to reside with Resident at the Community; and

WHEREAS, the Operator has reviewed and approved the pet(s) and Resident has provided such evidence of shots, neutering, spaying, declawing, or good health as the Operator or state law may require;

NOW, THEREFORE, in consideration of the privilege Community grants Resident for having a pet and of the obligations Resident agrees to satisfy for having a pet, the Operator and Resident agree as follows:

1. **Pet Fee.** Resident agrees to pay the Operator a nonrefundable Pet Fee of $500 upon signing this Agreement, receipt of which we hereby acknowledge. Any interest earned on the Pet Fee will remain our property. This Pet Fee is for the following types and names of pet:

   - Type: Name:

2. **Cancellation or Termination of Pet Agreement.** The cancellation of this Agreement will occur upon the earlier of the pet's (pets') death(s), cancellation or termination of the Residency Agreement, or termination of this Agreement by the Operator upon violation of the Pet Policy and/or breach of this Agreement.

3. **Insurance.** Resident must assume full responsibility for any and all injury to other residents or persons and/or damage to personal property, other resident's property or Community property caused by the pet. The Community recommends that Resident obtain liability insurance to protect against such losses.

4. **Recovery for Damages.** The Resident's liability for damages caused by the pet(s) is not limited to the amount of the Pet Fee. Resident will be required to reimburse the Operator for damages that exceed the Pet Fee amount.

5. **Pet Policy.** Resident hereby agrees to comply with the Community's Pet Policy now existing or as hereafter amended. The current Pet Policy is attached hereto and incorporated herein as Exhibit A to this Agreement.

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6. **Responsible Party.** Resident hereby agrees to identify two responsible parties who will care for the Resident's pet in emergencies and agrees to keep us informed as to any changes in the responsible party(ies) designation, address or phone number.

Responsibility Party Name	**Address**	**Phone Number**
1.		
2.		

7. **Acknowledgment of Receipt of Documents.** Resident hereby certifies that Resident has received a copy of this Agreement and a copy of the Community's current Pet Policy.

Executed this _____ day of _____, 20_____.

_____
RESIDENT

_____
Witness

_____
RESIDENT

_____
Witness

Purchase Senior Learning Community, Inc.
d/b/a High Point Center for Care

By: _____
Authorized Representative

4/26/2024

EQUAL HOUSING OPPORTUNITY

Approved this ____ day of _____, 20_____.

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EXHIBIT A TO PET AGREEMENT

HIGH POINT CENTER FOR CARE
PET POLICY

High Point Center for Care (the "Community") recognizes the value and importance associated with the companionship that a pet provides. Therefore, an Assisted Living resident is allowed to keep a pet in their residence. However, the opportunity for a resident to keep a pet is subordinate to the right of other residents to be free from any inconvenience created by the resident's pet.

Approval

No pets will be allowed without the Executive Director's prior written approval and appropriate documentation and/or evidence of shots, neutering, good health, etc., must be provided where appropriate. Once a pet has been approved, the resident will sign a then-current Pet Agreement and pay the then-current, nonrefundable Pet Fee. The Executive Director may, in his/her sole discretion, revoke a pet approval at any time for failure to abide by the Pet Policy and/or disturbance of other residents.

Basic Guidelines

The following requirements apply to resident pets:

1. Dogs

   - Maximum number: one
   - Minimum age: one year (no puppies)
   - Must be spayed or neutered
   - Must have distemper and rabies shots
   - Must be licensed

2. Cats

   - Maximum number: one
   - Minimum age: one year (no kittens)
   - Must be spayed or neutered
   - Must have distemper and rabies shots

3. Birds

   - Maximum number: one
   - Wings must be clipped
   - Must be caged

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4. Fish

   - Maximum aquarium size: 20 gallons
   - Aquarium must be located in a safe location within the residence, as determined by the Assisted Living Director or his/her designee

5. No small mammals (gerbils, hamsters, rats, rabbits, guinea pigs), reptiles, monkeys, or other exotic or undomesticated animals of any type will be allowed.

Pet Fee and Damage Costs

The resident is required to pay a nonrefundable Pet Fee at the time the resident executes a Pet Agreement. The resident is also required to reimburse the Community for damages caused by the resident's pet that exceed the Pet Fee amount and the Community reserves the right to bill the resident for such costs.

Any residence that was occupied by a furry animal will be fumigated upon the vacancy of the residence and prior to a new resident moving in. The cost of such fumigation will be offset against the Pet Fee. The resident will also be financially responsible for any flea or other insect infestation that affects adjacent residences as a result of his/her pet.

Insurance

Resident must assume full responsibility for any and all problems such as injury to other persons and/or damage to personal property, other residents' property, or the Community's property caused by the pet. The Community recommends that the resident obtain liability insurance to protect against such losses.

Pet Rules

1. The pet must be kept in the resident's residence or under control at all times when outside the residence. Pet Owners are responsible for the safety of others at all times while with their pet outside of their residence. Retractable leashes in the extended position (i.e. greater than 6 feet) cannot be used at any time inside any of the buildings. Under no circumstances is the pet allowed to roam free inside the common areas of the Community. Pets are not allowed in the swimming area or fitness area. The pet will not be allowed within any of the indoor dining venues at any time. Pets are not permitted in outdoor dining areas.

2. All animal waste (from litter boxes, cages, etc.) is to be picked up and disposed of in sealed plastic bags and placed in the trash bin or garbage chute. Residents placing litter down the garbage chute should use two heavy-duty trash bags. Litter from litter boxes is <u>not</u> to be disposed of in the toilet. Charges for unclogging the toilet or cleaning up any common area will be billed to the resident.

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3. The resident agrees to clean up behind his/her pet in his/her residence and while walking the pet on the common grounds of the Community.

4. The resident agrees to keep his/her pet under control at all times so that the pet does not jump up on other residents and guests on the Community's property.

5. A pet that disturbs the peace and quiet of others through noise (barking, whining, meowing, etc.), odor, animal waste, biting, scratching, or other nuisance must be removed from the premises.

6. If the resident is to be away from his/her residence for longer than 8 hours, arrangements must be made for the care of the pet. Under no circumstances is a pet to be left unattended in the resident's residence for more than 8 hours nor may a resident ask Community staff to take care of the pet. A pet left unattended will be considered an emergency and reported to the appropriate authority for removal from the premises at the resident's expense. If the resident leaves the pet unattended because of emergency illness, the resident's responsible party will be contacted.

7. The resident agrees to provide adequate care, nutrition, exercise, and medical care for his/her pet including current distemper and rabies shots as required or necessary. A pet that appears to be poorly cared for will be reported to the appropriate authority for removal at the resident's expense.

8. Residents who violate provisions of this policy may receive a verbal warning, a written warning, or may be asked to remove their pet from the premises (in management's sole discretion).

9. Should a resident's pet die, a replacement pet may be permitted provided the replacement pet conforms to the then-current Pet Policy guidelines.

10. All visiting pets and the sponsor resident are subject to all of the above Pet Rules of this Pet Policy.

11. Management reserves the right to modify this policy at any time (in its sole discretion).

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ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement (the "Addendum") made between Purchase Senior Learning Community Inc. (the "Operator"), _____ (the "Resident" or "You"), _____ (the "Resident's Representative"), and _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____, 20_____.

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

1. Enhanced Assisted Living Certification

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living Services at High Point Center for Care located at 300 West Loop Rd., Purchase, NY 10577.

2. Physician Report

You have submitted to us a written report from your physician, which report states that:

a. Your physician has physically examined you within the last month prior to your admission into this Enhanced Assisted Living Residence; and

b. You are not in need of 24-hour skilled nursing care or medical care, which would require placement in a hospital or nursing home.

3. Request for and Acceptance of Admission

You have requested to become a Resident at this Enhanced Assisted Living Residence ("the Residence"), and the Operator has accepted your request.

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4. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as Attachment EALR # 1 and made a part of this Addendum is a written description of:

- Services to be provided in the Enhanced Assisted Living Residence;
- Staffing levels;
- Staff education and training, work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and
- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Enhanced Assisted Living Residence.

5. Aging in Place

The Operator has notified you that, while the Operator will make reasonable efforts to facilitate your ability to age in place according to your Individualized Service Plan, there may be a point reached where your needs cannot be safely or appropriately met at High Point Center for Care. If this occurs, the Operator will communicate with you regarding the need to relocate to a more appropriate setting, in accordance with law.

6. If 24 Hour Skilled Nursing or Medical Care is Needed

If You reach the point where You are in need of 24-hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

a. You hire appropriate nursing, medical or hospice staff to care for your increased needs; AND

b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, you can be safely cared for in the Enhanced Assisted Living Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND

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c. The Operator agrees to retain you as Resident and to coordinate the care provided by the Operator and the additional nursing, medical or hospice staff; AND

d. You are otherwise eligible to reside at the Enhanced Assisted Living Residence.

7. <u>Addendum Authorization</u>

The undersigned parties have read this Addendum, 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 the Operator or Operator's Representative)

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ATTACHMENT EALR # 1

Description of Enhanced Assisted Living Services

You will receive all of the services outlined in the Residency Agreement, along with one or more of the following additional services in accordance with your Individualized Service Plan:

- Intermittent nursing care (less than 24 hours/day), which includes, but is not limited to:
  - Assistance with walking, using stairs, and/or transferring
  - Administration of Eye Drops
  - Catheter Care
  - Colostomy-Ileostomy Care
  - Administration of Injections such as insulin, B12, allergy medications, antibiotics, EpiPens
  - Assistance with nebulizers and oxygen equipment
  - Other nursing services consistent with the New York Nurse Practice Act
  - Additional monitoring and supervision of behaviors and personal care needs
  - Chronic Incontinence Care
  - Ureterostomy Care
  - Simple dressing changes
  - PRN medication management and administration
  - Pain Management
- 24-hour nursing or medical care in accordance with Section 6 of the Enhanced Assisted Living Residence Addendum.

Staffing Levels

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to provide required supervision and perform all the tasks necessary to meet the Residents' needs. The enhanced program will be staffed with personal care aides, quality of life specialists, LPN/medication assistants, and licensed nurses to provide supervision and meet the needs of Residents at all times. The staffing plan will be adjusted to meet the needs and census of Residents enrolled in the enhanced program. There is also a comprehensive activities program with an activities staff that plans and conducts meaningful activities to keep residents active in the Residence.

Each one of our quality of life specialists and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons retained in the Enhanced Assisted Living Residence. The training includes methods on assisting with mobility impairments and, for our

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licensed staff, delivering simple nursing services.

Staff Education and Training, Work Experience, Professional Affiliations or Special Characteristics

To ensure that quality care is delivered to all residents through competent, well-educated staff and that all regulatory requirements are met, High Point Center for Care conducts comprehensive training and orientation for every employee prior to going on duty. This training is in compliance with New York State and Federal requirements and provides a solid foundation and emphasizes high quality standards. Said training and orientation covers the following topics:

- Needs and characteristics of residents living at the community;
- Community Mission Statement, core values and philosophy;
- Rules and Regulations for Residents, Resident Rights, and Abuse and Neglect Reporting;
- Emergency Evacuation Plan, Fire Protection, Fire Drills, Extinguishers, Building Security, Incident/Accident Reporting;
- Position Specific Orientation and General Overview of Duties and Responsibilities of all Staff;
- Employee Handbook (Employment Classification, Equal Employment Opportunity, Payroll Information, Work Schedule, Meals and Breaks, Time Clock, Attendance and Punctuality, Performance Improvement Policy, Termination of Employment, etc.);
- Non-Harassment Policy; Drug-Free Workplace; Workplace Violence; Code of Conduct;
- Body Mechanics (lifts/transfers);
- Managing Behaviors; Noticing and Reporting Changes in Resident Conditions; Responding to Resident Emergencies, Care Plans, Elopement Drill Procedures;
- Infection Control, First Aid and Emergency Procedures, Medication Management, Universal Precautions/Blood Borne Pathogens, Use of Restraints and Annual TB;
- Hospitality Standards, including *Extraordinary Impressions*™ and community culture; and
- Advance Directives.

On-going training for staff will be conducted in order to comply with the New York State regulations, and additional training materials are available through the management company, for professional development of staff.

Environmental Modifications for the Protection of the Health, Safety and Welfare of Residents

In order to protect the health, safety and welfare of residents, High Point Center for Care was designed and built in full compliance with ADA requirements, in addition to the accessibility requirements of the State of New York. This includes, but is not limited to: mobility aid accessible entrances, hallways that accommodate mobility aids, and handicapped-accessible public

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restrooms, resident bathrooms and kitchenettes where applicable. Particular care has been taken to meet the needs of those affected by disabilities throughout all of the common spaces, providing accessible surfaces and amenities, and addressing concerns related to lighting levels, flooring transitions and way-finding.

Enhanced Assisted Living Residents reside throughout High Point Center for Care. The entire Community is equipped with a sprinkler system, smoke detection system, and an emergency call system. Each bathroom and bedroom contains emergency pull cords for resident safety.

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SPECIAL NEEDS ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is a Special Needs Assisted Living Residence Addendum to a Residency Agreement made between Purchase Senior Learning Community Inc. (the "Operator"), _____ (the "Resident" or "You"), _____ (the "Resident's Representative") and _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____, 20_____.

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

1. Special Needs Assisted Living Certification

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living Services at High Point Center for Care located at 300 West Loop Rd., Purchase, NY 10577.

2. Request for and Acceptance of Admission

You or your Representative or Legal Representative have requested that you become a Resident at this Special Needs Assisted Living Residence and the Operator has accepted such request.

3. Specialized Programs, Staff Qualifications and Environmental Modifications

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

- Specialized services to be provided in the Special Needs Assisted Living Residence;
- Staffing levels;
- Staff education and training, work experience, and any professional affiliations or special characteristics relevant to serving persons in the Special Needs Assisted Living Residence; and

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- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Special Needs Assisted Living Residence.

4. Addendum Authorization

The undersigned parties have read this Addendum, 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 the Operator or Operator's Representative)

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ATTACHMENT SNALR # 1

Specialized Services to be Provided in the Special Needs Assisted Living Residence

You will receive all of the services outlined in the Residency Agreement. In addition, below is a list of the needs/conditions that High Point Center for Care is able to serve and accommodate under the Special Needs Assisted Living Certification.

- Individuals have a medical diagnosis of Alzheimer's disease, dementia, or related disorder;
- Individuals have a manageable medical and psychiatric condition not exhibiting behavior that presents a danger to self or others;
- Individuals must be mobile (including use of wheelchair), able to participate in activities of daily living, and able to communicate basic needs and follow simple directions; and
- Individuals must be assessed as being able to participate in and benefit from High Point Center for Care daily life and programs.

Staffing Levels

Staffing levels will be maintained in compliance with all applicable laws and regulations. appropriate for the level of care needed to perform and carryout the tasks that Residents require. The Special Needs Assisted Living Residence will be staffed with direct care personnel, a Memory Care Director, a qualified Life Enrichment Director, and a case manager. Activities programming will be supervised by the activity leader and home health aides. Other staff not specifically assigned to the Special Needs Assisted Living Residence are available to attend to needs of residents that arise. The staffing plan will be adjusted to meet the needs of the residents.

Each one of our quality of life specialists, personal care aides, home health aides, registered nurses, and licensed practical nurses receive comprehensive training on effectively and respectfully meeting the special needs of persons with dementia. The training includes methods on successfully cuing residents to independently perform personal care tasks, coordinating care with the resident's family, and wandering prevention.

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Staff Education and Training, Work Experience, Professional Affiliations or Special Characteristics

To ensure that quality care is delivered to all residents through competent, well-educated staff and that all regulatory requirements are met, High Point Center for Care conducts comprehensive training and orientation for every employee prior to going on duty. This training is in compliance with New York State and Federal requirements and provides a solid foundation and emphasizes high quality standards. Said training and orientation covers the following topics:

- Needs and characteristics of residents living at the community;
- Community Mission Statement, core values and philosophy;
- Rules and Regulations for Residents, Resident Rights, and Abuse and Neglect Reporting;
- Emergency Evacuation Plan, Fire Protection, Fire Drills, Extinguishers, Building Security, Incident/Accident Reporting;
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- Non-Harassment Policy; Drug-Free Workplace; Workplace Violence; Code of Conduct;
- Body Mechanics (lifts/transfers);
- Managing Behaviors; Noticing and Reporting Changes in Resident Conditions; Responding to Resident Emergencies, Care Plans, Elopement Drill Procedures;
- Infection Control, First Aid and Emergency Procedures, Medication Management, Universal Precautions/Blood Borne Pathogens, , Use of Restraints and Annual TB;
- Hospitality Standards, including *Extraordinary Impressions*™ and community culture; and
- Advance Directives.

On-going training for staff will be conducted in order to comply with the New York State regulations, and additional training materials are available through the management company for professional development of staff.

Environmental Modifications for the Protection of the Health, Safety and Welfare of Residents

In order to protect the health, safety and welfare of residents, High Point Center for Care was designed and built in full compliance with ADA requirements, in addition to the accessibility requirements of the State of New York. This includes, but is not limited to: mobility aid accessible entrances, hallways that accommodate mobility aids, and handicapped-accessible public restrooms, resident bathrooms and kitchenettes where applicable. Particular care has been taken

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to meet the needs of those affected by disabilities throughout all of the common spaces, providing accessible surfaces and amenities, and addressing concerns related to lighting levels, flooring transitions and way-finding.

The Special Needs Assisted Living Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire Community is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety. Secured outdoor courtyard is available for special needs residents to safely enjoy the outdoors. The Special Needs Assisted Living Residence has its own dining room to allow for staff to accommodate resident's needs and variations in dining schedules.