YORKTOWN
ASSISTED LIVING RESIDENCE

Residency Agreement

Assisted Living Residence
&
Special Needs Assisted Living Residence

&

Enhanced Assisted Living Residence

Table of Contents

Table of Exhibits

RESIDENCY AGREEMENT

A. This agreement is made between YALR Operating, LLC, the "Operator", _____ (the "Resident" or "You"),_____(the "Resident's Representative", if any) and_____(the "Resident's Legal Representative", if any).

RECITALS

- **The Operator** is licensed by the New York State Department of Health to operate at 2276 Catherine Street, Cortlandt Manor, New York, 10567 an Assisted Living Residence, ("The Residence") known as Yorktown Assisted Living Residence and as an Adult Home. The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence and an Enhanced Assisted Living Residence and Assisted Living Program.

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

AGREEMENTS

I. Housing Accommodations and Services

Beginning on_____, the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Room.** You may occupy and use a private room identified on Exhibit I.A.1., subject to the terms of this Agreement.
2. **Common areas.** You will be provided with unrestricted access to general purpose rooms at the Residence such as lounges for at least ten (10) hours per day between the hours of 9:00 a.m. and 8:00 p.m. Use of these general purpose rooms outside this timeframe may be accommodated pursuant to the facility's policy, attached as Exhibit XVIII.
3. **Furnishings/Appliances Provided by The Operator.** Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your room.
   Furnishings/Appliances Provided by You. Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

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

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and Two (2) snacks per day are included in Your Basic Rate. You may request to bring snacks and sandwiches back to your room. Residents may request a snack or beverage at any time and it will be provided to them. The kitchen in the SNALR unit has fresh fruit, dry cereal, sugar free snacks, peanut butter and jelly sandwiches, and beverages (caffeine-free sodas, juice, and milk) 24 hours a day. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan. (Regular, No Added Salt, No Concentrated Sweet).
2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
3. **Housekeeping**
4. **Linen Service.** Towels and washcloths, pillow, pillowcase, blanket, bedsheets (Twin Only), bedspread (Twin Only) – all clean and in good condition.
5. **Laundry of Your Personal Washable clothing**
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
8. **Personal Care.** Up to three and three-quarters (3.75) hours per week of personal care services including wellness checks such as weight and blood pressure monitoring, basic assistance with personal care including some assistance with bathing, grooming, dressing, toileting, transferring, medication acquisition, storage and disposal of medication.
9. **Development of Individualized Service Plan.** To be created, in consultation with your physician, upon admission and will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs. Annually, and if the resident experiences significant change in their health, the Yorktown Assisted Living Residence Individual Service Plan Assessment is completed and a new Individual Service Plan is created.

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

D. Licensure/Certification Status. A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

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

III. Fees

A. Basic Rate.
Basic Rate includes all items listed in Basic Service section of this agreement, medication management, and a minimum of 3.75 hours of personal care assistance (including assistance ADLs) per week.

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident or other specified party will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section IB of this Agreement. The Basic Rate as of the date of this agreement is indicated below.

See Exhibit I.A.1 Identification of Room for Room Designation

B. Supplemental, Additional, or Community Fees

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate.

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

A Community fee is a one-time fee that the Operator may charge at the time of admission. 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 in the Residence, or to reject the Community fee and thereby reject residency at the Residence. The Community Fee is a required to cover services that this facility provides which are not required by regulation. An example of such services is scheduled transportation. There can be no subsequent increase in a Community Fee charged to You by the Operator once You have been admitted as a resident. The Community Fee is fully refundable within the first 15 days.

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

1 **Community Fee**
$500.00 payable on admission

2 **Pet Deposit**
Only applies to those who meet criteria for a pet set forth in the pet policy. The Pet Policy and Agreement and Pet Addendum (if applicable, Exhibit XIX will be made part of this Agreement) will be provided upon request.

$1,000 payable on admission

At the time of discharge or the demise of the pet the deposit will be refunded minus any damages upon inspection of the apartment directly attributed to the ownership of the pet.

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

D. Billing and Payment Terms. Payment is due by the first of the month, checks are to be made payable to Yorktown Assisted Living Residence and shall be delivered to 2276 Catherine Street, Cortlandt Manor NY 10567. A late charge of twenty-five dollars ($25) and 1.5% interest per month/18% annually shall be assessed if the Monthly Basic Service Rate is not paid by the tenth (10th) day of the month. The interest shall be calculated as of the 1st of the month until such amount is paid in full. Provided, however, that the Resident or responsible party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties. When a resident no longer has the ability to pay, they may apply for Medicaid and be offered a room at Yorktown Assisted Living Residence providing a Medicaid room is available.

E. Adjustments to Basic Rate or Additional or Supplemental Fees. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in the following paragraphs below.

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

  .

- If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.

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

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

F. Security Deposit. One (1) month's Housing and Accommodations Basic Rate security fee must be paid upon admission. At the time of termination of the Residency Agreement the security deposit will be returned to the Resident, Resident Representative, or Legal Representative within three (3) business days, providing that there is no damage to the Apartment other than normal wear and

tear. The Resident, Resident Representative, or Legal Representative can dispute claimed damages and the security deposit will not be returned until all disputes are settled.

G. Bed Reservation. The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is your daily rate. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The residential space will be held for as long as You, Your Representative, or Legal Representative would like providing that Your financial obligations to the facility are met. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property. Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, the Operator must provide You, Your Representative or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made. If You die, the Operator must turn over Your property to the legally authorized representative of Your estate. If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of Your estate.

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

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

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

property.

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

IX. Personal Allowance Accounts. The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with You or Your Representative. You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

You must complete the following:

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

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

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

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.

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

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

- If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
- If You are being admitted to an Enhanced Assisted Living Residence, the "Enhanced Assisted Living Residence Addendum" will apply.

If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:

(a) chronically require the physical assistance of another person in order to walk; or (b) chronically require the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.

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

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

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

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

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

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

_____

_____

_____

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

_____

_____

_____

XIII. Termination and Discharge.

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

1. By mutual agreement between You and the Operator;
2. Upon 30 days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;
3. Upon 30 days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any

person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

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

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

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

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

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

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

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the New York State Department of Health. You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator. While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You. Both You and the Operator are free to seek any other judicial relief to which they may be entitled. The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, whenever practicable, your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

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

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

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been moved. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.
If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, you are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

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

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

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

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

XVII. Miscellaneous Provisions

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

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

3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

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

_____ _____
Signature of Resident Date

_____ _____
Signature of Resident's Representative Date

_____ _____
Signature of Resident's Legal Representative Date

_____ _____
Signature of Operator or the Operator's Representative Date

Personal Guarantee of Payment (optional)

_____ personally guarantees payment of charges for Your Basic Rate.

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

_____
_____
_____

_____ _____ _____
Guarantor's Signature Guarantor's Name (PRINT) Date

Guarantor of Payment of Public Funds (optional)

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.

_____ _____
Guarantor's Signature Date

_____
Guarantor's Name (PRINT)

EXHIBIT I. A. 1
IDENTIFICATION OF ROOM

Assisted Living Residence

- **Studio (358 sq. ft.) - $6,200**
- **Small One Bedroom (428 sq. ft.) - $8,200 per month**
- **Medium One Bedroom (507 sq. ft., single occupancy) - $9,000 per month**
- **Large One Bedroom (612 sq. ft., single occupancy) - $9,800 per month**
- **Two Bedroom/Two Bathroom (922 sq. ft., single occupancy) - $11,000 per month**
- **Second Person Fee - $1,500 per month**

Special Needs Assisted Living Residence – Memory Support

- **Studio - $9,800**

Enhanced Assisted Living Residence

- **Rate listed above based on Room Designation and tiered fee arrangement based on the type of care provided.**
  a. **Assistance with oxygen management (administration of supplemental oxygen by an LPN) (resident must be self-directing) - $600**
  b. **Assistance with colostomy, ileostomy, and catheter (bag change and emptying) - $1,500**
  c. **Assistance with pushing resident in wheelchair - $1,500**
  d. **Assistance with feeding (feeding regimen as described in the resident's service plan) - $1,800**

Assisted Living Residence
You may occupy and use a

( ) studio
( ) small one-bedroom
( ) medium one-bedroom
( ) large one-bedroom
( ) two bed-room

Room Number: _____

Special Needs Assisted Living Residence
You may occupy and use a

( ) studio

Room Number: _____

Enhanced Assisted Living Residence
You may occupy and use a

( ) studio

Room Number: ____

EXHIBIT I. A. 3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Available furnishings provided by the OPERATOR include:

1. Twin Bed
    - well-constructed, in good repair, and equipped with:

      (a) clean springs maintained in good condition;

      (b) a clean, comfortable, well-constructed mattress, standard in size for the bed; and

      (c) a clean comfortable pillow of average bed size.
2. Armoire
3. Night Stand
4. Chair
5. Lockable Storage Facilities, which cannot be removed at will, for personal articles and medications
6. Lamp
7. Towels and Washcloths
8. Pillow, Pillowcase, at least one Blanket, 2 Sets Bed sheets (Twin Only), Bedspread (Twin Only)
9. Soap and Toilet Tissue
10. A hinged, lockable entry door
11. In the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy

EXHIBIT I. A. 4

FURNISHINGS/APPLIANCES PROVIDED BY YOU, THE RESIDENT

Residents may choose to bring their own furnishings.

The following are a list of items NOT allowed at Yorktown Assisted Living Residence

- Portable space heaters
- Accumulation of combustible materials in any part of the building
- Cooking appliances in resident's apartments (coffee pots, toasters, microwaves, etc.)
- Any other items that may overload electrical circuits

EXHIBIT I.C

ADDITIONAL SERVICES, SUPPLIES, OR AMENITIES

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

Item	Additional Charge	Provided By
Dry Cleaning	Rates are set by vendor; Resident pays dry cleaner's charges	Residents can choose their own vendor
Professional Hair Grooming	Resident pays hairdresser	Enrico Hair Service
Commissary Goods	Prices set by the resident council; Resident buys their own	Resident Store (Resident Council)
Medical Transportation *Medical Transportation (over 15 miles)	Resident supplies own transportation $20 per hour (includes use of vehicle and driver)	Resident Yorktown Assisted Living Residence
Recreational Transportation	Resident pays at cost (up to 15 miles - no charge) (over 15 miles - $1.00 per mile)	Resident Yorktown Assisted Living Residence
Resident room phones (see Rules of the Residence for phone services)	Resident pays	Resident
International Telephone calls	Plans vary	Calling Card
**Cable Television	Plans vary	Optimum
Clothing purchase and repair	Resident pays	Resident

*If the resident is eligible for coverage of medical transportation under Medicare, Medicaid, or third-party insurance, indicate type(s) of coverage here: _____

_____

Any payment due will be above and beyond that which is covered by Medicaid, Medicare, or other Third Party payment.

**Direct TV included in the base rate however residents can choose to use Optimum

_____ _____

Signature of Resident Date

_____ _____

Signature of Representative Date

_____ _____

Signature of Operator or designee Date

EXHIBIT I.D
LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Yorktown Assisted Living Residence does not employ any medical physicians. The following provider have privileges to see their patients at the facility:

General Practitioners	**State License**	**Address**	**Phone**
Dr. Cavaluzzi, Paul	229470-1	445 Hamilton Ave., Suite 1102 White Plains, NY 10601-1807	866-450-7740
Dr. Enoch, Donald	179300-1	334 Underhill Ave., Suite 5A Yorktown Heights, NY 10598	914-243-4780
Dr. Johnson, Maurice	176381-1	1985 Crompond Rd., Cortlandt Manor, NY 10567	914-739-7505
Dr. Gorich, George	231731-2	672 Stoneleigh Ave., Suite C-116., Carmel, NY 10512	914-860-6577
Cardiologist	**State License**	**Address**	**Phone**
Dr. Dorsa, Frank	172861-1	NYU Hudson Valley Cardiology 1978 Crompond Rd., Cortlandt Manor, NY 10567	914-930-3630
Optometrist	**State License**	**Address**	**Phone**
Dr. Brown, William	TUV004840-1	22 Pleasant Place #2 Tuckahoe, NY 10707	646-522-9266
Podiatrist	**State License**	**Address**	**Phone**
Dr. Feldman, Donald	N004083-1	1124 Main Street Peekskill, NY 10566-2908	914-737-2964
Dr. Shelton, Rashad	N006930-1	939 Central Ave., Peekskill, NY 10566	914-737-5416
Dr. Van Kleunen, Ross	N005531-1	939 Central Ave. Peekskill, NY 10566	914-737-5416
Personal Care Provider	**State License**	**Address**	**Phone**
VNA of Hudson Valley	9799L001	540 White Plains Road Tarrytown, NY 20591	914-666-7616
Social Worker	**State License**	**Address**	**Phone**
Lovitz, Joanne, LCSW	R044475	Provides Home Based Services	914-400-4086

EXHIBIT II
DISCLOSURE STATEMENT

YALR Operating, LLC ("The Operator") as operator of YORKTOWN ASSISTED LIVING RESIDENCE ("The Residence"), hereby discloses the following as required by Public Health Law Section 4658 (3).

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

2. The Operator is licensed by the New York State Department of Health to operate at 2276 Catherine Street, Cortlandt Manor, NY 10567, as an Assisted Living Residence as well as an Adult Home

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

The Operator is currently able to provide:

a. Enhanced Assisted Living services for up to a maximum of 15 persons.
b. Special Needs Assisted Living services for up to a maximum of 40 persons.

Below is a list of the needs conditions that The Operator is able to service and accommodate under its Special Needs Assisted Living Certification.

Residents who require cueing and supervision due to a diagnosis of dementia or other cognitive impairment and are still able to meet the retention standards of The Residence as set forth by the New York State Department of Health.

The Operator will post prominently in the Residence, on a month basis, the then current number of vacancies under its Special Needs Assisted Living program and/or Enhanced Assisted Living program.

It is important to note that The Operator is currently approved to accommodate within the Special Needs Assisted Living program and Enhanced Assisted Living program only up to the numbers of persons stated above. If You become appropriate for Special Needs Assisted Living and/or Enhanced Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Special Needs Assisted Living Program and/or the Enhanced Assisted Living Program. If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your Representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Special Needs Assisted Living Residence and/or the Enhanced Assisted Living Residence programs within this Residence, it may be necessary for You to change your room within the Residence.

Other licensure held by operator – Licensed Home Care Services Agency for the purpose of providing home care services to residents of the ALP.

The owner of the real property upon which the Residence is located is YALR Realty, LLC. The mailing address of such real property owner is 20 Wood Court, Tarrytown NY 10591.

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

Ephraim Zagelbaum, CEO
20 Wood Court
Tarrytown, NY 10591

The Operator of the Residence is YALR Operating, LLC. The mailing address of the Operator is 2276 Catherine Street, Cortlandt Manor NY 10567. The following individual is authorized to accept personal service on behalf of the Operator:

Diana Penna, Administrator
2276 Catherine Street
Cortlandt Manor, NY 10567

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence. None

6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator. None

Residents shall have the right to select other health care agency providers for their skilled nursing needs and enter into contracts with providers.

Examples:

Visiting Nurse Services of Westchester
Dominican Sisters

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

Public funds such as Medicare may provide payment for qualified home health care services through Visiting Nurse Association of the Hudson Valley, Visiting Nurse Services of Westchester,

Dominican Sisters, etc. In addition, qualifying residents may have their room and board funded by Medicaid through the New York State Assisted Living Program (ALP).

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

The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman advocate for the resident.

914-500-3406 is the Local LTCOP telephone number.

The NYSLTCOP web site is www.ltcombudsman.ny.gov

EXHIBIT III.A.2 EALR Services

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Below is a list of the needs/conditions that The Operator is able to service and accommodate under its Enhanced Assisted Living Certification.

- Assistance with oxygen management (resident must be self-directing): An LPN will assist with turning oxygen on and off, ensuring appropriate ordered liters per minute is flowing, assist w/ charging and storing oxygen tanks, assist w/ changing tubing as needed.
- Assistance with colostomy, ileostomy, ostomy and urinary catheter (bag change, emptying)
- Assistance with pushing resident in wheelchair; residents requiring assistance with ambulating their wheelchairs will receive assistance safely from staff.
- Assistance with feeding: the facility staff will set-up the food (including but not limited to cutting, opening containers) for residents that are no longer able to physically feed themselves. The staff would feed the resident either hand over hand assist or staff would provide full assistance w/ meals (spoon/fork to the resident's mouth).

EXHIBIT III.B.
SUPPLEMENTAL, ADDITIONAL, OR COMMUNITY FEES

Refundable Security Deposit equal to 1-month Housing and Accommodation Basic Fee:

- Studio - $6,200
- Small 1 Bedroom - $8,200
- Medium 1 Bedroom - $9,000
- Large 1 Bedroom - $9,800
- 2 Bedroom - $11,500
- Memory Support Studio - $10,300

One Time Community Fee of $500) The Community fee covers costs associated with community improvements and activities.

Pet Deposit (if a resident has a pet) - $1,000
At the time of discharge or the demise of the pet the deposit will be refunded minus any damages.

EXHIBIT III.C RATE OR
FEE SCHEDULE

Basic Rate

Studio (358 sq. ft.) - $6,200 per month

Small 1 Bedroom (428 sq. ft.) – $8,200 per month

Medium 1 Bedroom (507 sq. ft.) - $9,000 per month

Large 1 Bedroom (612 sq. ft.) - $9,800 per month

Second Person Fee - $1,500 per month
2 Bedroom (922 sq. ft.) – $11,500 per month

Memory Support Program (SNALR)

Studio – $10,300 per month

Enhanced Assisted Living Residence

Basic Rate plus fees as applicable and described in Exhibit III.A.2.

Rent is due on the first of the month.

Move in Fees:

Basic Rate Fee: _____
Additional/Supplemental Fees:_____
Security Deposit (one month Basic rate fee): _____
Community Fee: _____$500
Pet Fee (if applies):

Total due at Move in: _

For residents in the Enhanced Assisted Living program, the following monthly fees will be added, as applicable based on resident care needs, to the Basic Rate above:

- Assistance with oxygen management (resident must be self-directing) - $600
- Assistance with colostomy, ileostomy, ostomy and catheter (bag change, emptying) - $1,500
- Assistance with pushing resident in wheelchair - $1,500
- Assistance with feeding (as described in Exhibit II) - $1,800

EXHIBIT V

TRANSFER OF FUNDS OR PROPERTY TO THE OPERATOR

You have the option to open a personal allowance account for your funds.

Personal allowance accounts are managed by Yorktown Assisted Living Residence's business office.

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Yorktown Assisted Living Residence encourages residents to leave items of value at an alternate location. However small items may be placed in the facility safe for You.

Storage is not available for larger items.

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

Adult Care Facility Inventory of Resident Property

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

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

EXHIBIT XI.
RULES OF THE RESIDENCE

Please see the Rules of the Residence in your Welcome Binder.

YORKTOWN ASSISTED LIVING RESIDENCE

Admission Standards
House Rules

WELCOME TO YORKTOWN ASSISTED LIVING RESIDENCE FAMILY!

Yorktown Assisted Living Residence would like to take this opportunity to welcome you to your new home. Please take a few minutes to review our House Rules. They are designed as a guide to thoughtful community living.

HOUSE RULES

RESIDENT'S ROOMS:

- New residents are encouraged to bring their own furnishings, if possible. Chairs, a bureau, night table, lamps, mementos, etc. will add to your comfort. Yorktown Assisted Living Residence can supply furnishings if needed. Please let a staff member know if you would like to be informed of availability.

- Walls and woodwork must not be defaced in any way.

- All spaces under beds and other furniture must be kept clear for ease in cleaning.

- Throw or scatter rugs are not permitted unless equipped with a nonslip backing.

- Assisted Living: Food stored in resident's rooms must be stores appropriately and preferably kept in plastic or metal containers.

- Memory Support: Perishable items are not to be stored in resident's rooms. A refrigerator is available in the Country Kitchen for short term storage of perishable items. Non-perishable items may be kept in the resident's room only if securely sealed in plastic or metal containers.

- No open flame may be used in any resident room.

- No electrical appliance may be used without approval of administration. Any electrical appliance you would like to use (television, clock, radio, etc.) must be checked by the Maintenance Department prior to use.

- Residents shall not store articles within 18' of sprinkler heads within their closets.

- Yorktown Assisted Living Residence is a non-smoking community. Smoking is not permitted by residents or visitors anywhere in the building (including resident apartments) nor on the grounds.

- Residents will be held financially responsible for any damage caused to carpeting or other Yorktown Assisted Living Residence property, other than normal wear and tear. The Resident, Resident Representative, or Legal Representative can dispute claimed damages and will be responsible for any charges for damaged caused by themselves if such charges are imposed pursuant to a court order.

- Medications, neither prescription nor over-the-counter medication may be kept in resident rooms without the physician's explicit order allowing the resident to do so. Medications kept in an apartment must be stored together in a secure location.

VALUABLES:

- Yorktown Assisted Living Residence is not responsible for your personal valuables. Residents may keep them under lock and key.

PERSONAL INFORMATION:

- Health, financial, personal, and burial information must be kept current with Administration. Notify Administration of any changes.

ABSENCES:

- Residents must notify Administration and the Health Services office when they leave the premises for any reason.

- For overnight and longer absences arrangements must be made in advance with Health Services office for medications.

- If a resident leaves the building against the advice of their Primary Care Physician, the resident will be asked to sign a release of responsibility to dissolve Yorktown Assisted Living Residence of any liability.

GUESTS:

- Visitors are welcome at any time within reason.
- All visitors must sign the guest book upon arrival and departure, located at the Reception desk.
- Guests may join you for a meal. Advance notice of the need for a guest meal is appreciated. The cost of a meal is $5.00 for breakfast, $12.00 for lunch, and $12.00 for supper.
- Overnight guests are not permitted in resident apartments.

BEHAVIOR:

- Courteous and considerate behavior is expected of residents at all times.
- Radios and televisions must be kept at a reasonable level in consideration of fellow residents.
- Stealing, pushing, hitting, yelling, foul language, etc. will not be tolerated.
- Residents are not permitted in other resident rooms unless invited. The occupant of the room must be there.

ACTIVITY SERVICES:

- Residents are expected and encourage to participate in the Home's activities.
- Activities are scheduled daily.
- A schedule is posted in the common areas and each resident receives his/her own personal copy as well.
- Beauty parlor/barber shop services are available at the resident's own expense.

FOOD/DIETARY SERVICES:

- Residents must attend all meals which are served in the Dining Room for Assisted Living and Country Kitchen for Memory Support.

- Meals are served in the Assisted Living Dining Room at the following times:

  Breakfast ..... 7:30 AM – 9:00 AM
  Lunch..... 11:30 AM – 1:00 PM
  Supper..... 4:30 PM – 6:00 PM

- Meals are delivered to the Memory Support Country Kitchens at the following times:

  Breakfast .....8:30 AM
  Lunch.....12:00 PM
  Supper..... 5:00 PM

- Menus are prepared by our consulting dietitian and adhere to the New York State Department of Health Regulations.

- Special diets as prescribed by a physician will be accommodated and prepared by the dietary staff under the direction of our consulting dietitian.

- Meals will not be served at any other times except by express of Administration.

- Tray service in resident's rooms will be provided only when a resident is ill or by doctor's orders.

- Juices/snacks are available at any time in each lounge pantry/Country Kitchen refrigerator 24 hours a day.

- If a resident wishes to keep their personal food refrigerated in one of the community refrigerators, it must be labeled with the resident's name and date it was placed there. Food stored in the community refrigerators will be discarded after 24 hours. Unlabeled food will be discarded immediately.

HOUSEKEEP SERVICES:

- All linen, including sheets (twin only), pillowcases, blankets (twin only), bedspreads (twin only) and towels, are supplied by Yorktown Assisted Living Residence. If you prefer, you can use your own personal linens.

- Linen is changed weekly and as needed.

- All clothing must be labeled.

- Dry cleaning is available at resident's expense.

HEALTH SERVICES:

- All Physicians and Medical Consultants must be credentialed prior to treating a resident on site as per Department of Health Regulations.

- A member of the Health Services staff is on duty 7 days a week, 24 hours a day to assist residents in all phases of personal care.

- Residents may engage another Physician of their choice.

- Consultation sheets must accompany residents to outside Physicians. Please see the nurse on duty to obtain one of these sheets before you leave for your appointment. Sheets must be completed by the consulting physician and returned to the Nurse on duty.

- It is the resident's responsibility to inform the Nurse of Aide on duty of any changes in their health status.

- Residents may utilize our medication management program. The Nurse will order and assist residents with prescription/medications.

- If you need assistance with bathing, the Aide will assist you. Residents are expected to comply with a minimum weekly shower for good personal hygiene and health.

- Residents living in the Memory Support Program who do not need assistance with bathing and prefer to bathe independently, must notify the Aide on duty that they will be taking a shower.

- If a resident requires more medical care than available at Yorktown Assisted Living Residence, alternative arrangements will be recommended.

OTHER:

- Absolutely NO tipping allowed.

- Direct TV is included in your monthly rate. If a resident wishes to use another provider, the resident, the resident's representative, or legal representative must contact the provider to set-up services. Residents are responsible for their monthly bill and any instillation charges. Residents are also responsible to disconnect their services when they vacate the residence.

- If you wish to have a telephone in your room the resident is responsible for their own telephone services. The resident, the resident's representative, or legal representative must contact the provider to set-up services. Residents are responsible for their monthly bill and any instillation charges. Residents are also responsible to disconnect their services when they vacate the residence.

- Assistive devices must be used for the purpose they are intended i.e., a rolling walker with a seat cannot be used as a transport device.

- Resident Personal Allowance Account Funds

  Residents can access their personal allowance funds at the main reception desk Monday through Friday between 9:00 AM – 3:00 PM. The receptionist is responsible for giving residents cash (up to $50.00) when requested. Any resident requesting more than $50.00 must give 24-hour notice.

- Comments & Grievances

  As a resident of Yorktown Assisted Living Residence, you have the right to submit comments and grievances.
  The procedure for voicing a comment or grievances is as follows:

  1. Contact Administration by phone (914)737-2255, by dropping a note in the comments box located at the main reception desk, or in person in the administration office.

  2. Address the grievance to the administration or resident care coordinator

  3. Explain your concerns.

Yorktown Assisted Living Residence will investigate the complaint and return a written response within 15 days of receipt of the complaint. If you submit an anonymous complaint, the reply will be posted on the activities bulletin board within 15 days. If you are dissatisfied with the outcome, you may submit an appeal to the governing authority. All appeals will be reviewed within 30 days of receipt of the appeal request.

In New York State, you can also submit complaints to the Department of Health. If you are dissatisfied with our complaint resolution, you may also submit the complaint to the New York State Department of Health at 1-866-893-6722.

The expression of any resident complaint shall be free from interference, coercion, discrimination, or reprisal, and will remain anonymous if so desired, and addressed at the next month's Resident Council Meeting.

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

(A) Every resident's participation in assisted living shall be voluntary, and prospective residents shall be provided with sufficient information regarding the residence to make an informed choice regarding participation and acceptance of services;

(B) Every resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed;

(C) Every resident shall have the right to have private communications and consultation with his or her physician, attorney, and any other person;

(D) Every resident, resident's representative and resident's legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residence's staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the residence to work for improvements in resident care;

(E) Every resident shall have the right to manage his or her own financial affairs;

(F) Every resident shall have the right to have privacy in treatment and in caring for personal needs;

(G) Every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;

(H) Every resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as-needed basis;

(I) Every resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the operator or any person affiliated with the operator;

(J) Every resident shall have the right not to be coerced or required to perform work of staff members or contractual work;

(K) Every resident shall have the right to have security for any personal possessions if stored by the operator;

(L) Every resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment or services after being fully informed of the

consequences of such actions, provided that an operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a resident who has been fully informed of the consequences of such refusal;

(M) every resident and visitor shall have the responsibility to obey all reasonable regulations of the residence and to respect the personal rights and private property of the other residents;

(N) Every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident in any report of such accident or incident;

(O) Every resident shall have the right to receive visits from family members and other adults of the resident's choosing without interference from the assisted living residence; and

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

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

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

EXHIBIT XVI.
OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

COMMENTS AND GRIEVANCES

As a resident of Yorktown Assisted Living Residence, you have the right to submit comments and grievances.

The procedure for voicing a comment or grievance is as follows:

1. Contact the administrator by phone 914-737-2255, by dropping a note in the comments box located at the main reception desk, or in person in the administration office.
2. Address the grievance to the administrator or resident care coordinator.
3. Explain your concerns.
   Yorktown Assisted Living Residence will investigate the complaint and return a written response within 15 days of receipt of the complaint. If you submit an anonymous complaint, the reply will be posted on the activities bulletin board within 15 days. If you are dissatisfied with the outcome, you may submit an appeal to the governing authority. All appeals will be reviewed within 30 days of receipt of the appeal request.

   In New York State, you can also submit complaints to the Department of Health. If you are dissatisfied with the outcome of our complaint resolution, you may also submit the complaint to the NYS Department of Health at 1-866-893-6672.
   The expression of any resident complaint shall be free from interference, coercion, discrimination, or reprisal, and will remain anonymous if so desired, and addressed at the next month's resident's council meeting.

_____

EXHIBIT XVII
CONSUMER INFORMATION GUIDE

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

TABLE OF CONTENTS

INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

ALRs must also provide daily meals and snacks, case management services, and is required to develop an individualized service plan (ISP). The law also provides important consumer protections for people who reside in an ALR.

ALRs may offer each resident their own room, a small apartment, or a shared space with a suitable roommate. Residents will share common areas, such as the dining room or living room, with other people who may also require assistance with meals, personal care and/or home care services.

The philosophy of assisted living emphasizes personal dignity, autonomy, independence, privacy, and freedom of choice. Assisted living residences should facilitate independence and helps individuals to live as independently as possible and make decisions about how they want to live.

WHO OPERATES ALRs?

ALRs can be owned and operated by an individual or a for-profit business group or corporation, a not-for-profit organization, or a government agency.

PAYING FOR AN ALR

It is important to ask the ALR what kind of payment it accepts. Many ALRs accept private payment or long term care insurance, and some accept Supplemental Security Income (SSI)as the primary method of payment. Currently, Medicaid and Medicare will NOT pay for residing in an ALR, although they may pay for certain medical services received while in the ALR.

Costs vary among ALRs. Much of the variation is due to the types and level of services provided and the location and structure of the residence itself.

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

There are three types of ALRs: Basic ALRs (ALR), Enhanced ALRs (EALR), and Special Need ALRs (SNALR). The services provided, offered or permitted vary by type and can vary from residence to residence. Prospective residents and their representatives should make sure they understand the type of ALR, and be involved in the ISP process (described below), to ensure that the services to be provided are truly what the individual needs and desires.

Basic ALR: A Basic ALR takes care of residents who are medically stable. Residents need to have an annual physical exam, and may need routine medical visits provided by medical personnel onsite or in the community.

Generally, individuals who are appropriately served in a Basic ALR are those who:

- Prefer to live in a social and supportive environment with 24-hour supervision;
- Have needs that can be safely met in an ALR;
- May be visually or hearing impaired;
- May require some assistance with toileting, bathing, grooming, dressing or eating;
- Can walk or use a wheelchair alone or occasionally with assistance from another person, and can self-transfer;
- Can accept direction from others in time of emergency;
- Do not have a medical condition that requires 24-hour skilled nursing and medical care; or
- Do not pose a danger to themselves or others.

The Basic ALR is designed to meet the individual's social and residential needs, while also encouraging and assisting with activities of daily living (ADLs). However, a licensed ALR may also be certified as an Enhanced Assisted Living Residence (EALR) and/or Special Needs Assisted Living Residence (SNALR) and may provide additional support services as described below.

Enhanced ALR (EALR): Enhanced ALRs are certified to offer an enhanced level of care to serve people who wish to remain in the residence as they have age-related difficulties beyond what a Basic ALR can provide. To enter an EALR, a person can "age in place" in a Basic ALR or enter directly from the community or another setting. If the goal is to "age-in-place," it is important to ask how many beds are certified as enhanced and how your future needs will be met.

People in an Enhanced ALR may require assistance to get out of a chair, need the assistance of another to walk or use stairs, need assistance with medical equipment, and/or need assistance to manage chronic urinary or bowel incontinence.

An example of a person who may be eligible for the Enhanced ALR level of care is someone with a condition such as severe arthritis who needs help with meals and walking. If he or she later becomes confined to a wheelchair and needs help transferring, they can remain in the Enhanced ALR.

The Enhanced ALR must assure that the nursing and medical needs of the resident can be met in the facility. If a resident comes to need 24-hour medical or skilled nursing care, he/she would need to be transferred to a nursing facility or hospital unless all the criteria below are met:

a) The resident hires 24-hour appropriate nursing and medical care to meet their needs;

b) The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR;

c) The operator agrees to provide services or arrange for services and is willing to coordinate care; and

d) The resident agrees with the plan.

Special Needs ALR (SNALR): Some ALRs may also be certified to serve people with special needs, for example Alzheimer's disease or other types of dementia. Special Needs ALRs have submitted plans for specialized services, environmental features, and staffing levels that have been approved by the New York State Department of Health.

The services offered by these homes are tailored to the unique needs of the people they serve. Sometimes people with dementia may not need the more specialized services required in a Special Needs ALR, however, if the degree of dementia requires that the person be in a secured environment, or services must be highly specialized to address their needs, they may need the services and environmental features only available in a Special Needs ALR. The individual's physician and/or representative and ALR staff can help the person decide the right level of services.

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes

may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

	ALR	EALR	SNALR
Provides a furnished room, apartment or shared space with common shared areas	X	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities	X	X	X
Periodic medical visits with providers of resident choice are arranged	X	X	X
Medication management assistance	X	X	X
24 hour monitoring by support staff is available on site	X	X	X
Case management services	X	X	X
Individualized Service Plan (ISP) is prepared	X	X	X
Assistance with walking, transferring, stair climbing and descending stairs, as needed, is available		X	
Intermittent or occasional assistance from medical personnel from approved community resources is available	X	X	X
Assistance with durable medical equipment (i.e., wheelchairs, hospital beds) is available			X
Nursing care (i.e., vital signs, eye drops, injections, catheter care, colostomy care, wound care, as needed) is provided by an agency or facility staff		X	
Aging in place is available, and, if needed, 24 hour skilled nursing and/or medical care can be privately hired		X	
Specialized program and environmental modifications for individuals with dementia or other special needs			X

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before making a decision to apply for residence. Look around, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.
Ask to examine an "open" or "model" unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available or can be installed. Remember charges may be added for any special modifications requested.

It is important to keep in mind what to expect from a residence. It is a good idea to prepare a list of questions before the visit. Also, taking notes and writing down likes or dislikes about each residence is helpful to review before making a decision.

***THINGS TO CONSIDER*:** When thinking about whether a particular ALR or any other type of community-based housing is right, here are some things to think about before making a final choice.

Location: Is the residence close to family and friends?

Licensure/Certification: Find out the type of license/certification a residence has and if that certification will enable the facility to meet current and future needs.

Costs: How much will it cost to live at the residence? What other costs or charges, such as dry cleaning, cable television, etc., might be additional? Will these costs change?

Transportation: What transportation is available from the residence? What choices are there for people to schedule outings other than to medical appointments or trips by the residence or other group trips? What is within safe walking distance (shopping, park, library, bank, etc.)?

Place of worship: Are there religious services available at the residence? Is the residence near places of worship?

Social organizations: Is the residence near civic or social organizations so that active participation is possible?

Shopping: Are there grocery stores or shopping centers nearby? What other type of shopping is enjoyed?

Activities: What kinds of social activities are available at the residence? Are there planned outings which are of interest? Is participation in activities required?

Other residents: Other ALR residents will be neighbors, is this a significant issue or change from current living arrangement?

Staff: Are staff professional, helpful, knowledgeable and friendly?

Resident Satisfaction: Does the residence have a policy for taking suggestions and making improvements for the residents?

Current and future needs: Think about current assistance or services as well as those needed in several years. Is there assistance to get the services needed from other agencies or are the services available on site?

If the residence offers fewer Special Needs beds and/or Enhanced Assisted Living beds than the total capacity of the residence, how are these beds made available to current or new residents? Under what conditions require leaving the residence, such as for financial or for health reasons? Will room or apartment changes be required due to health changes? What is the residence's policy if the monthly fee is too high or if the amount and/or type of care needs increase?

Medical services: Will the location of the facility allow continued use of current medical personnel?

Meals: During visit, eat a meal. This will address the quality and type of food available. If, for cultural or medical reasons, a special diet is required, can these types of meals be prepared?

Communication: If English is not the first language and/or there is some difficulty communicating, is there staff available to communicate in the language necessary? If is difficulty hearing, is there staff to assist in communicating with others?

Guests: Are overnight visits by guests allowed? Does the residence have any rules about these visits? Can a visitor dine and pay for a meal? Is there a separate area for private meals or gatherings to celebrate a special occasion with relatives?

WHO CAN HELP YOU CHOOSE AN ALR? When deciding on which ALR is right, talk to family members and friends. If they make visits to the residences, they may see something different, so ask for feedback.

Physicians may be able to make some recommendations about things that should be included in any residence. A physician who knows about health needs and is aware of any limitations can provide advice on your current and future needs.

Before making any final decisions, talking to a financial advisor and/or attorney may be appropriate. Since there are costs involved, a financial advisor may provide information on how these costs may affect your long term financial outlook. An attorney review of any documents may also be valuable. (e.g., residency agreement, application, etc.).

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

An evaluation is required before admission to determine eligibility for an ALR. The admission criteria can vary based on the type of ALR. Applicants will be asked to provide results of a physical exam from within 30 days prior to admission that includes a medical, functional, and mental health assessment (where appropriate or required). This assessment will be reviewed as part of the Individualized Service Plan (ISP) that an ALR must develop for each resident.

The ISP is the "blueprint" for services required by the resident. It describes the services that need to be provided to the resident, and how and by whom those services will be provided. The ISP is developed when the resident is admitted to the ALR, with the input of the resident and his or her representative, physician, and the home health care agency, if appropriate. Because it is based on the medical, nutritional, social and everyday life needs of the individual, the ISP must be reviewed and revised as those needs change, but at least every six months.

APPLYING TO AN ALR

The following are part of entering an ALR:

An Assessment: Medical, Functional and Mental: A current physical examination that includes a medical, functional and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required form.

An application and any other documents that must be signed at admission (get these from the residence). Each residence may have different documents. Review each one of them and get the answers to any questions.

Residency Agreement (contract): All ALR operators are required to complete a residency agreement with each new resident at the time of admission to the ALR. The ALR staff must disclose adequate and accurate information about living in that residence. This agreement determines the specific services that will be provided and the cost. The residency agreement must include the type of living arrangements agreed to (e.g., a private room or apartment); services (e.g., dining, housekeeping); admission requirements and the conditions which would require transfer; all fees and refund policies; rules of the residence, termination and discharge policies; and resident rights and responsibilities.

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department's website at:
http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf .

Review the residency agreement very carefully. There may be differences in each ALR's residency agreement, but they have to be approved by the Department. Write down any questions or concerns and discuss with the administrator of the ALR. Contact the Department of Health with questions about the residency agreement. (See number under information and complaints)

Disclosure Statement: This statement includes information that must be made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services. The disclosure statement should be reviewed carefully.

Financial Information: Ask what types of financial documents are needed (bank statements, long term care insurance policies, etc.). Decide how much financing is needed in order to qualify to live in the ALR. Does the residence require a deposit or fee before moving in? Is the fee refundable, and, if so, what are the conditions for the refund?

Before Signing Anything: Review all agreements before signing anything. A legal review of the documents may provide greater understanding. Understand any long term care insurance benefits. Consider a health care proxy or other advance directive, making decision about executing a will or granting power of attorney to a significant other may be appropriate at this time.

Resident Rights, Protection, and Responsibilities: New York State law and regulations guarantee ALR residents' rights and protections and define their responsibilities. Each ALR operator must adopt a statement of rights and responsibilities for residents, and treat each resident according to the principles in the statement. For a list of ALR resident rights and responsibilities visit the Department's website at http://www.nyhealth.gov/facilities/assisted_living/docs/resident_rights.pdf. For a copy of an individual ALR's statement of rights and responsibilities, ask the ALR.

LICENSING AND OVERSIGHT

ALRs and other adult care facilities are licensed and inspected every 12 to 18 months by the New York State Department of Health. An ALR is required to follow rules and regulations and to renew its license every two years. For a list of licensed ALRs in NYS, visit the Department of Health's website at www.nyhealth.gov/facilities/assisted_living/licensed_programs_residences.htm.

INFORMATION AND COMPLAINTS

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871.

Glossary of Terms Related to Guide

Activities of Daily Living (ADL): Physical functions that a person performs every day that usually include dressing, eating, bathing, toileting, and transferring.

Adult Care Facility (ACF): Provides temporary or long-term, non-medical, residential care services to adults who are to a certain extent unable to live independently. There are five types of adult care facilities: adult homes, enriched housing programs, residences for adults, family-type homes and shelters for adults. Of these, adult homes, enriched housing programs, and residences for adults are overseen by the Department of Health. Adult homes, enriched housing programs, and residences for adults provide long-term residential care, room, board, housekeeping, personal care and supervision. Enriched housing is different because each resident room is an apartment setting, i.e. kitchen, larger living space, etc. Residences for adults provide the same services as adult homes and enriched housing except for required personal care services.

Adult Day Program: Programs designed to promote socialization for people with no significant medical needs who may benefit from companionship and supervision. Some programs provide specially designed recreational and therapeutic activities, which encourage and improve daily living skills and cognitive abilities, reduce stress, and promote capabilities.

Adult Day Health Care: Medically-supervised services for people with physical or mental health impairment (examples: children, people with dementia, or AIDS patients). Services include: nursing, transportation, leisure activities, physical therapy, speech pathology, nutrition assessment, occupational therapy, medical social services, psychosocial assessment, rehabilitation and socialization, nursing evaluation and treatment, coordination of referrals for outpatient health, and dental services.

Aging in Place: Accommodating a resident's changing needs and preferences to allow the resident to remain in the residence as long as possible.

Assisted Living Program (ALP): Available in some adult homes and enriched housing programs. It combines residential and home care services. It is designed as an alternative to nursing home placement for some people. The operator of the assisted living program is responsible for providing or arranging for resident services that must include room, board, housekeeping, supervision, personal care, case management and home health services. This is a Medicaid funded service for personal care services.

Disclosure Statement: Information made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services.

Health Care Facility: All hospitals and nursing homes licensed by the New York State Department of Health.

Health Care Proxy: Appointing a health care agent to make health care decisions for you and to make sure your wishes are followed if you lose the ability to make these decisions yourself.

Home Care: Health or medically related services provided by a home care services agency to people in their homes, including adult homes, enriched housing, and ALRs. Home care can meet many needs, from help with household chores and personal care like dressing, shopping, eating and bathing, to nursing care and physical, occupational, or speech therapy.

Instrumental Activities of Daily Living (IADL's): Functions that involve managing one's affairs and performing tasks of everyday living, such as preparing meals, taking medications, walking outside, using a telephone, managing money, shopping and housekeeping.

Long Term Care Ombudsman Program: A statewide program administered by the New York State Office for the Aging. It has local coordinators and certified ombudsmen who help resolve problems of residents in adult care facilities, assisted living residences, and skilled nursing facilities. In many cases, a New York State certified ombudsman is assigned to visit a facility on a weekly basis.

Monitoring: Observing for changes in physical, social, or psychological well being.

Personal Care: Services to assist with personal hygiene, dressing, feeding, and household tasks essential to a person's daily living.

Rehabilitation Center: A facility that provides occupational, physical, audiology, and speech therapies to restore physical function as much as possible and/or help people adjust or compensate for loss of function.

Supplemental Security Income (SSI): A federal income supplement program funded by general tax revenues (not Social Security taxes). It is designed to help aged, blind, and disabled people, who have little or no income; and it provides cash to meet basic needs for food, clothing and shelter. Some, but not all, ALRs may accept SSI as payment for food and shelter services.

Supervision: Knowing the general whereabouts of each resident, monitoring residents to identify changes in behavior or appearance and guidance to help residents to perform basic activities of daily living.

State of New York Department of Health

EXHIBIT XVIII
YORKTOWN ASSISTED LIVING RESIDENCE POLICY MANUAL

YORKTOWN Assisted Living Residence

SECTION:	**POLICY NO.:**
	EFFECTIVE DATE: July 2016
SUBJECT: Access to Common Space	**REVISED DATE:** October 2019

Policy:
It is the policy of YORKTOWN ASSISTED LIVING RESIDENCE for residents to have access to common space within the facility providing that it does not compromise resident's safety.

Purpose:
To ensure that resident's freedom of choice, dignity, and respect remain intact.

Procedure:
Residents of the ALR have access to all common spaces, including common areas within the SNALR (following education on dementia and safety awareness).

Residents of the SNALR have access to all common spaces within the SNALR. YORKTOWN ASSISTED LIVING RESIDENCE will make attempts to honor reasonable requests for residents to have access to other common areas in the facility providing it does not compromise the resident's safety or well-being and is not disruptive to residents of the ALR.

Assisted Living Common Areas Include:
- Resident Lounges
- Fitness room
- Lobby
- Dining Room
- Patio/Garden

Memory Care Common Areas Include:
- Great Room
- Kitchen
- Enclosed Garden/Courtyards

EXHIBIT XIX

ADDENDUM TO ADMISSIONS AGREEMENT FOR YORKTOWN ASSISTED LIVING RESIDENCE ALP

To Residents admitted to the Assisted Living Program (ALP), the Operator also will provide the following services:

1. All of the protections specified in "Resident Rights in Assisted Living Programs", a copy of which has been given to the Resident;
2. The provision of, or arrangement for, the following home care services:
   a) personal care services which are reimbursable under Title XIX of the Federal Social Security Act;
   b) home health aide services;
   c) personal emergency response services;
   d) nursing services;
   e) physical therapy;
   f) occupational therapy;
   g) speech therapy;
   h) medical supplies and equipment not requiring prior approval; and
   i) adult day health care in a program approved by the Commissioner of Health.

To Residents admitted to the Assisted Living Program (ALP), the Resident and/or Resident Representative/Responsible Party shall be responsible for the following:

At the time of admission, Resident agrees to cooperate with the completion of the assessment process which includes obtaining a dated and signed medical evaluation on a form conforming to Department of Social Services/Department of Health

regulations. Resident agrees to cooperate with the reassessment process which includes obtaining an approved medical evaluation form no later than 45 days after admission and every six months thereafter, or as frequently as required to respond to changes in resident's condition and to ensure immediate access to necessary and appropriate services by Resident.

Reservation of Space During a Temporary Absence:

In the case of temporary absence of Resident, Operator will reserve a residential space for Resident. The then current terms and conditions and Rate of this admission agreement will remain in effect until the Operator receives a written thirty (30) day termination notice.

If the Resident is an ALP Resident, and is in receipt of Medicaid and enters a hospital or residential health care facility, then resident agrees to privately pay the MA Daily Rate or agrees to be discharged from the Yorktown Assisted Living Residence ALP, due to Medicaid Payment Regulation as follows:

"No Payment for MA funded home care services may be made to the ALP while the recipient is receiving residential health care facility services or inpatient hospital services"

In such case, Resident requests consideration for admission transfer to_____

If the Resident is an ALP Resident, and is in receipt of Medicaid, and wants to be absent from the Assisted Living Program for 24-48 hours, Resident agrees to either privately pay the MA daily rate in the absence of Facility receipt of MA funds, or Resident agrees to follow the procedure stated below prior to each and every absence from Facility, due to Medicaid Payment Regulations, as follows:

"MA payment will continue to be made to the ALP when an MA eligible resident is absent from the ALP for a 24-hour period in order to visit friends or relatives under the following conditions:

- the recipient has resided in the ALP for at least thirty (30) days;
- a statement is obtained from the recipient's physician approving of the absence;
- the ALP can assure that the recipient's health care needs can be met during his or her absence;
- the visit is limited to two (2) days duration for any single absence;
- the ALP has obtained prior authorization from the fiscally responsible district if the recipient's total days of absence exceed eighteen (18) days in a twelve- month period;
- the ALP is fiscally responsible for the provision of any home care services included in the MA home care services rate which are required by the recipient during his/her absence and the family member or friend is unable or unwilling to provide."

A provision to reserve a residential space does not supersede the requirements for termination as set forth in the Termination Section of this agreement.

_____ _____
Resident Signature Date

_____ _____
Resident Representative Signature Date

_____ _____
Operator/Designee Signature Date

EXHIBIT XX

Special Needs Assisted Living Residence
Addendum to the Residency Agreement

This is an addendum to a Residency Agreement between YALR Operating, LLC (the "Operator"),_____(the "Resident" or "You"),_____(the "Resident's Representative"),

_____(the "Resident's Legal Representative").

Such Residency Agreement is dated _____.

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 Agreement. This addendum must be attached to the Residency Agreement between the parties.

I. Special Needs Assisted Living Certification

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Yorktown Assisted Living Residence located at 2276 Catherine Street, Cortlandt Manor, NY 10567.

II. 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 (the "Residence") and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

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

- Specialized services to be provided in the Special Needs Residence
- Staffing levels
- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specified special needs
- Any environmental modifications that have been made to protect the health, safety, and welfare of Residents

IV. Addendum Agreement Authorization

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

_____	_____
Resident Signature	Dated
_____	_____
Signature of Resident's Representative	Dated
_____	_____
Signature of Resident's Legal Representative	Dated
_____	_____
Signature of Operator or Operator's Representative	Dated

EXHIBIT S.N.1.

SPECIALIZED PROGRAMS, STAFF QUALIFICATIONS, AND ENVIRONMENTAL MODIFICATIONS

1. Specialized Services to Be Provided in the Special Needs Residence

- Supervision
  - the operator shall maintain knowledge of the general whereabouts of each resident
  - sufficient staff to supervise residents and respond to their needs
- Medication Management
  - provide assistance with medication
- Case Management Services
  - provide assistance with adjustment to the residence
  - timely response to any signification issues regarding the resident's care and supervision needs and changes to the resident's service plan.
- Activities
  - the Operator shall provide frequent individual and group activities which are geared towards individuals with special needs and which are meaningful to the residents
  - weather permitting, residents shall have the opportunity and be encouraged to be outdoors, each day
- Food Services
  - food is offered and available to the resident outside of usual mealtimes

2. Staffing Levels for 40 Residents

- Day Shift: 7 AM – 3 PM
  - License Practical Nurse – 1
  - Home Health Aide – 4
- Evening Shift: 3 PM – 11 PM
  - License Practical Nurse – 1
  - Home Health Aide – 4
- Night Shift: 11 PM – 7 AM
  - License Practical Nurse – 1
  - Home Health Aide – 2
- Other Staff
  - Activity/Recreation - 1-2
    - 7 Days a week 9 AM – 5 PM

- Case Management – 1
  - Monday – Friday 9 AM – 5 PM
  - Available via phone 24 hours a day/7 days a week
- Director of Clinical Operations – Registered Nurse –1
  - Monday – Friday 9 AM – 5 PM
  - Available via phone 24 hours a day/7 days a week
- Administrator – 1
  - Monday – Friday 9 AM – 5 PM
  - Available via phone 24 hours a day/7 days a week

3. Staff education and training

Qualifications

NYS License Practical Nurse

NYS Certified Home Health Aides

Orientation

Upon hire, all Staff are orientated to the Mission and Philosophy of Yorktown Assisted Living Residence.

On-Going Training

Person Centered Care

Annual In-Services

- Improving Nutritional Status Occupational Health and Safety Stress Management Bloodborne Pathogens
- Fire Safety
- Psychology of Aging
- Infection Control Measures
- Dementia – A Therapeutic Environment Back Safety

- Resident Rights Death and Dying
- Communicating with Dementia Residents
- Fire Safety Training
- Full House Evacuation

4. Environmental Modifications

The building was designed and approved as a Memory Support Program prior to the approval of the Special Needs Assisted Living Residence. No modifications have been made since the original approval.

5. Resident Services

The philosophy of Yorktown Assisted Living Residence is to promote an independent lifestyle with supportive services. Resident services offered by professional staff offer security, safety and peace of mind for residents and their families. In addition to supervision and assistance with the activities of daily living, residents will be encouraged to participate in lively social activities, exercise programs and regular outings. A full-time social worker and wellness manager implement and promote involvement in programs.

Staff will be assigned to a group of residents to maintain continuity and to help the residents feel a sense of familiarity and security. There will be an emphasis on learning (from the family/responsible parties) as much as practical about the resident's background, interests, needs, and desires. This will assist all staff in the residence in communicating with the residents, understanding their behaviors, and helping the residents throughout the day. There will also be an emphasis on team problem solving. The staff will be considered problem solvers and will be given structured opportunities to jointly develop and share approaches to assisting residents that work best with each resident.

Professional staff will assist residents throughout the day in all aspects of activities of daily living. There will be multiple opportunities for residents to pursue and be involved in activities, programs, events, and tasks that are of interest and that are fulfilling to them. Group programs and activities will be led by trained staff on a daily basis and there will be multiple opportunities for dual programs geared to interest and functional ability of residents. Staff will involve individual and small groups of residents in tailored activities and tasks on a regular basis. Staff will implement an individualized approach to activities and programming that will ensure that the cultural, spiritual, diversional, physical, political, social and intellectual interests of each resident will be addressed.

Social groups will be arranged for residents according to their desires and interests. These groups will vary in size but will generally be small in nature and include an aide, who will both monitor and participate in the activity. Rest periods will be scheduled periodically, according to individual resident need.

In accordance with resident desires and preferences, planned activities will include exercise programs, field trips, arts and crafts and holiday events. In addition to promoting the formation of resident groups, Yorktown Assisted Living Residence will make residents aware of opportunities for socialization and activities outside the facility. Cultural activities will include, but not be limited to, musical performances, art classes and speakers' series. Spiritual offerings will include weekly communion, non-denominational services and religious study. Physical health will be promoted through regularly scheduled workout programs that include walking clubs, and exercise led by both facility staff and others who will supplement these activities such as dance instructors and personal trainers. Weekly outings to area grocery stores, concerts, and restaurants will keep residents connected to the community. A wellness manager will be employed 37.5 hours per week and wellness leaders will comprise an additional 84.55 hours a week.

EXHIBIT XXI

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum ("Addendum") to a Residency Agreement made between YALR Operating, LLC (the "Operator"), and _____, (the "Resident or "You") _____,(the "Resident's Representative"), _____ and , (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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 that Agreement. This Addendum must be attached to the Residency Agreement between the parties.

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Yorktown Assisted Living Residence, 2276 Catherine Street, Cortlandt Manor, New York, 10567 (the "Residence").

II. Physician Report

You have submitted to the Operator 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.

III. Request for and Acceptance of Admission

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

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EALR Exhibit 1 and made a part of this Agreement 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.

V. 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 the Residence. If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. 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 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

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 Residence.

VII. Addendum Agreement Authorization

We, the undersigned, 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: _____ By:_____ Its:_____
(Signature of Operator or the Operator's Representative)

EALR EXHIBIT 1
To

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM

Services and Staffing:

Services provided to Enhanced ALR residents:

- Assistance with oxygen management (resident must be self-directing)
- Assistance with colostomy, ileostomy, ostomy and urinary catheter (bag change, emptying)
- Assistance with pushing resident in wheelchair
- Assistance with feeding

Staffing:
A registered nurse is on staff 40 hours weekly for the ALR, SNALR, and EALR and on call 24 hrs. a day, 7 days a week

Staffing Levels for 45 ALR, 40 SNALR, and 15 EALR (floating) - Building Max Total is 85

Day Shift: 7 AM - 3 PM
License Practical Nurse - 2
Home Health Aide - 6

Evening Shift: 3 PM -11 PM
License Practical Nurse - 2
Home Health Aide - 6

Night Shift: 11 PM - 7 AM
License Practical Nurse -1
Home Health Aide -4

Case Management - 1
Monday- Friday 9 AM - 5 PM
Available via phone 24 hours a day/7 days a week

Director of Clinical Operations - Registered Nurse - 1
Monday- Friday 9 AM - 5 PM
Available via phone 24 hours a day/7 days a week

Administrator-1
Monday- Friday 9 AM - 5 PM
Available via phone 24 hours a day/7 days a week

Staff Education and Training:
All Staff are certified or licensed as required by NY State DOH regulations. The facility will provide training and maintain competencies for all new tasks required with the EALR Licensure. Ongoing in-services and trainings will be provided for staff as required.

Qualifications
NYS License Practical Nurse
NYS Certified Home Health Aides
Orientation
Upon hire, all staff are orientated to the Mission and Philosophy of Yorktown Assisted Living Residence
On-Going Training
Person Centered Care

Annual In-Services

a. Improving Nutritional Status
b. Occupational Health and Safety
c. Stress Management
d. Blood-borne Pathogens
e. Fire Safety
f. Psychology of Aging
g. Infection Control Measures
h. Dementia -A Therapeutic Environment
i. Back Safety
j. Resident Rights
k. Death and Dying
l. Communicating with Dementia Residents
m. Fire Safety Training
n. Full House Evacuation

Environmental Modifications:
No modifications to the existing building are required to service an enhanced ALR resident, yet if any Department of Health approved modifications are made, these will be listed below.

_____
_____
_____
_____
_____

EXHIBIT XXII

Temporary Residential Care - RESPITE

Addendum to the Residency Agreement

_____("You" or "Resident") have requested to stay in YALR Operating, LLC ("Operator") until_____(the "Respite Stay").

This Respite Stay is limited to up to one-hundred twenty (120) days in any twelve-month period. In connection with the Respite Stay, you and the Operator have entered into the Operator's Adult Care Facility Residency Agreement, a copy of which is attached to this addendum. The Operator holds the following licenses and certifications:

□ Adult Home

□ Assisted Living Residence (ALR)

□ Special Needs Assisted Living Residence (SNALR)

□ Enhanced Assisted Living Residence (EALR)

□ Assisted Living Program (ALP) – Licensed Home Care Service Agency (LHCSA)

The purpose of this Addendum is to amend certain provisions of the Residency Agreement to reflect your Respite Stay.

1. During your Respite Stay, the rate you will be charged for each day of the Respite Stay will be _____("Daily Rate"), inclusive of all services that the Operator may provide you.
2. During your Respite Stay, you may terminate your Respite Stay, this Addendum, and the Residency Agreement early by delivering to the Operator notice of termination at least three (3) days prior to the date you intend to vacate your Apartment/Room. If you paid for the Respite Stay in advance and you elect under this Section to shorten the Respite Stay, the Community will refund you an amount equal to the amount you prepaid minus the product of the number of days you actually stayed multiplied by your Daily Rate.
3. The Operator may also terminate your Respite Stay upon three (3) days' written notice on the grounds set forth in the Termination procedure provided in the Residency Agreement. After your Respite Stay expires, this Addendum shall expire and be of no further force and effect. If you have not terminated this addendum, pursuant to Paragraph 3, you will continue to be bound by the terms of the Residency Agreement, including any payments that need to be made by the terms of that

Agreement and which have not been made during the term of your Respite Stay.

4. Within 30 days prior to admission, you must provide a dated signed medical examination report which conforms to Department Regulations (DSS-3122 or an approved substitute). Thereafter, you must have a physical examination at least once every six (6) months (or more frequently if a change in condition warrants) and additional examinations considered necessary by your physician.
5. During the Term of your Respite Stay, the provisions of this Addendum supersede any provisions of the Residency Agreement that are inconsistent with this Addendum. All other terms in your Residency Agreement remain in full force and effect.
6. All Residents admitted under this Temporary Residential Care Addendum to the Residency Agreement shall receive the same emergency evacuation training as all other Residents.
7. Only Residents appropriate for the level of care for which the Operator is licensed by the Department of Health to provide will be admitted to the Temporary Residential Care Program.
8. In the event you wish to become a permanent resident at YORKTOWN ASSISTED LIVING RESIDENCE upon expiration of your Respite Stay, you must notify the Operator at least one week prior to the expiration of your Respite Stay, you will continue to be bound by the terms of the Residency Agreement, including any payments that need to be made by the terms of that Agreement and which have not been made during the term of your Respite Stay.

Having read this Addendum, the undersigned acknowledge that they understand the rights and obligations created by this Addendum and the Original Agreement, and by signing below agree to all the terms and conditions contained therein.

_____ _____

Signature of Community Representative, Title Date

_____ _____

Signature of Resident Date

Having read and understood this Addendum, the Original Agreement, and the obligations created by such documents, the Responsible Person(s) signs this Addendum to undertake to guarantee the obligations of Resident, including payment of all fees that the Resident may owe the Community under this Addendum and the Original Agreement.

_____ _____

Signature of Responsible Person Date

EXHIBIT XXIII

YORKTOWN ASSISTED LIVING RESIDENCE POLICY MANUAL
Pet Policy Admission Addendum

Residents shall be limited to one (1) cat or (1) bird cage with a 2 bird maximum per resident apartment. Upon the demise of the original pet, Resident will not be allowed to replace the pet.

Resident agrees to relinquish the pet at Resident's expense in the event of repeated violations of the Pet Policy or complaints by neighbors at Yorktown Assisted Living Residence.

The strict adherence to this clause is a material requirement of this Lease. Any failure of Resident to obey this clause is a serious violation of an important obligation and The Seabury may elect to end this Lease based upon such violation.

These pet restrictions may be amended or revised by Yorktown Assisted Living Residence upon such notice to Residents.

Resident:_____Date:_____

Resident Designee in event of emergency:

Name:_____Contact Number:_____

Administrator:_____