THE COUNTRY HOUSE IN WESTCHESTER

2000 Baldwin Road
Yorktown Heights, New York 10598

RESIDENCY AGREEMENT

Basic Information

A. This Agreement is dated _____and is made between following parties: Country House Operator LLC, doing business as The Country House in Westchester (the "Operator");

_____(the "Resident");
(Name of Resident)

_____**(**the "Resident's Personal Representative");
(Name of Resident's Personal Representative, if any)

B. The Operator is licensed by the New York State Department of Health to operate the facility at 2000 Baldwin Road, Yorktown Heights, New York, 10598 ("The Residence") known as The Country House in Westchester, as an Adult Home and an Assisted Living Residence. The parties to this Agreement understand that the Residence is licensed as an assisted living facility providing lodging, board, housekeeping, personal care and supervision services to you in accordance with the New York State Social Services Law and the regulations of the New York State Department of Social Services and the Department of Health. The Residence does not currently offer "enhanced assisted living services" as defined in those laws and regulations.

C. In this Agreement, "we" refers to the Operator named above and "you" refers to the Resident named above. You have applied to become a Resident at The Residence and the Operator has accepted your application. If you have named a Personal Representative and/or Legal Representative above, then your Representative(s) must sign this Agreement to accept their responsibilities described on the signature pages hereto.

RESIDENCY AGREEMENT

Monthly Rate: _____

_

Rate Effective Date: _____

Processed by: _____

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Residency Agreement

Part One: 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.

1.1 Description of Accommodations.

1.1.1. Your Suite. You may occupy and use a ☐ private or ☐ semiprivate suite for a living space, identified as Room _____.

1.1.2. Common Areas. For at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m, you will be provided with unrestricted access to general purpose rooms at the Residence such as dens, game room, and recreation room.

1.1.3. Furnishings/Appliances Provided By The Operator. Attached as Exhibit B and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in your suite.

1.1.4. Furnishings/Appliances Provided by You. Attached as Exhibit C and made part of this agreement is an inventory of furnishings, appliances and other items supplied by you in your suite. Exhibit C also contains any limitations or conditions concerning what type of appliances are not be permitted.

1.1.5. Room Assignment. This Agreement is not a lease. The Operator may change your room assignment, to a substantially equivalent room, when the Operator deems reasonably necessary or appropriate, in relation to your health and safety, the health and safety of other residents, structural upgrades and improvements, or other such concerns; provided that the Operator will provide at least two (2) weeks' notice unless such change is due to an emergency.

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

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

1.2.2. Meals and Snacks. The Operator will provide three nutritionally well-balanced meals per 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 Sodium, No Concentrated Sweets, No Concentrated Sweets/No added Sodium. The facility will also provide a nutritional snack which will be available in the Dining room from 2:30-4:30 pm and at the Front Desk from 7pm-8pm nightly.

1.2.3. 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.

1.2.4. Housekeeping. Customary housekeeping service will be provided once a week with normal interim cleaning, as needed.

1.2.5. Linen Service. The Operator will provide use of 2 towels and washcloths, pillow, pillowcase, blanket, 2 bed sheets, bedspread, all of which will be clean and in good

condition.

1.2.6. Laundry of Your Personal Washable Clothing. On a weekly basis, or as needed your housekeeper or care partner will wash, dry and fold your personal washable clothing that has been placed in your hamper.

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

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

1.2.9. Personal Care. The Operator will provide you with some assistance with bathing, grooming, dressing, and toileting. The Operator will provide you with assistance with medication acquisition, storage and disposal, and self-administration of medication. Depending on the tier of service you select as described in Exhibit G, attached to and made part of this agreement, additional charges may apply.

1.2.10. Arrangement for Transportation. The Operator will provide, free of charge, transportation to scheduled recreational activities, such as local and regional shopping centers as well as nearby libraries, cultural events, entertainment centers, and houses of worship. If a medical appointments is arranged by our Health Department through a local physician, they will arrange transportation at no cost, otherwise they may, at your request, coordinate transportation, provided by public agencies or third parties at your expense.

1.2.11. Parking. Parking is available for Residents and guests at no charge.

1.2.12. Telephone Connectivity. Telephone service is not included. Residents are required to install and pay for their own private telephone service.

1.2.13. Assistance in Applying for Public Funds. The Operator will assist you in applying for any public Funds available for your support. Residents should be aware that the Operator does not accept public funds payments as payment in full.

1.2.14. Arrangements for Medical Care. The Operator will arrange for the services of a licensed physician of your choice whenever it appears necessary. The service that the Residence will provide is arranging for the Resident to be seen by medical professionals if requested by the Resident, or if the Operator deems necessary. You must pay for all medical care separately. You understand that the Operator and its staff do not provide medical diagnoses; you and your physician are primarily responsible for determining when you need medical care. The Operator will arrange your transfer to a nursing home or hospital of your choice, when this is ordered by the attending physician, and will notify your Representative(s) of such transfer.

1.3 Licensure/Certification Status of Third-Party Providers.

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

Part Two: Disclosure Statement.

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

Part Three: Fees:

3.1 Basic Rate. The Resident, Resident's Representative and Resident's Legal Representative (if applicable) agree that the Resident will pay, and the Operator agrees to accept, the payment of the Total Basic Rate, as stated in Exhibit A, in full satisfaction of the Basic Rate Services as described in Section 1.2 of this Agreement (the "Basic Rate"). The Basic Rate as of the date of this agreements is $_____ per month.

3.2 Tiered Fee Arrangement. Any "Tiered" fee arrangements, in which the Basic Rate depends upon the types of services provides, the number of hours of care provided per week for some types of service and the fees for each "tier" of care, (to be known as CareShare), are set forth in detail in Exhibit G, and made part of the Agreement. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fee for each "tier" of care and describes who will be providing care, if other than staff of the Operator.

The Basic Rate (which is comprised of the Housing Rate and the CareShare fee) is payable in monthly installments in advance commencing on your signature of this Agreement, and on the first day of each calendar month while this Agreement is in effect. For the first month, payment will be made in advance for the number of days from occupancy to the end of that month.

Exhibit A is a summary of all charges, including the Housing Rate and the CareShare fee, which comprises the Basic Rate, as well as the Community Fee, Security Deposit and any additional monthly supplemental care services and other supplemental services.

The first month's Basic Rate shall be prorated as follows:

_____through _____

__days $_____ per day

3.3 Additional Services 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.

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.

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.

3.3.1 Rate or Fee Schedule. Attached as Exhibit A 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 changes.

3.3.2 Community Fee. A Community fee of $3000 is charged. The Country House in Westchester aims to enhance the quality of each Resident's life by providing a variety of amenities for all to enjoy and the Community Fee helps fund such amenities. The Community Fee is due prior to admission. If the resident moves out within the first thirty (30) days of residency or never moves in, a partial refund of $500.00 will be given. After that no refund will be given.

3.3.3 Billing; Late Fee. The Operator will issue a bill to Resident by the first day of each calendar month for that month's total Basic Rate plus any Additional Fees already agreed to or expected, as defined and agreed to in the agreement, for that month and shall be delivered to 2000 Baldwin Road, Yorktown Heights, NY 10598. Payment is due by the fifth (5^{th}) of the month.

Monies received in excess of funds required for payment for any given month will be credited to the next month.

A late fee of $250.00 per month, not to exceed the legal maximum, beginning on the date any payment is due, will be assessed on all payments not made within five (5) days after the due date.

3.3.4 Deposit. No Security deposit will be required.

3.4 Services to SSI or HR Residents.

The Operator agrees to provide Additional Services to Residents who receive Supplemental Security Income (SSI) or Home Relief (HR) payments at a charge that is reasonably related to the cost of the services or supplies. If you, alone or with any Guarantor, if any, are no longer able to pay for services provided for in this Agreement or Additional Services or care needed by you, this Agreement is subject to termination as set forth in Part Thirteen below.

3.5 Adjustments to Basic Rate or Additional or Supplemental Fees

3.5.1 You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3.5.2, 3.5.3, 3.5.4, and 3.5.5 below.

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

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

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

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

3.6 Bed Reservation.

If you have an overnight stay away from the Residence of one week or less, this Agreement shall not be affected. If you have an overnight stay away from the Residence expected to be more than seven (7) days but less than thirty (30) days, the Operator agrees to reserve your room. The charge for this reservation is the Housing Rate shown on Exhibit A. A decision 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 to reserve, or continue to reserve, such space, but must provide the Operator with any required notice of termination.

Part Four: 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 will provide you, your Resident or Legal Representative or any person designated by you with a final written statement of your payment and personal allowance accounts at the Residence. The Operator must refund on the basis of a per diem proration any advance payment(s) which you have made. The Operator must also return at the time of your discharge, but in no case more than three (3) business days, any of your money or property which comes into possession of the Operator after your discharge. 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 will contact the Surrogate's Court of the County where the Residence is located in order to determine what should be done with property of your estate.

Part Five: 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, and the Operator has agreed to accept such transfers the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of items given to be transferred. Such listing is attached as Exhibit H and is made part of this Agreement. Such listing shall include any agreements made by third party for your benefit.

Part Six: 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 I of this Agreement.

Part Seven: 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.

Part Eight: Tipping.

The Operator will not accept, or allow Residence staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or this Agreement.

Part Nine: 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 SSI or SNA funds, and I have not applied for SSI or SNA funds.

If you have a signatory to this agreement or other representative with control over your financial affairs and if that signatory or representative does not agree to place your personal allowance funds in a Residence-maintained personal allowance account, then that signatory or representative hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

Part Ten: Admission and Retention Criteria.

10.1.1. Under the law governing 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 is not permitted to 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.

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

10.1.3. The Operator has conducted such evaluation of yourself, and has determined 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.

10.1.4. If your care needs change to the point that you require either Enhanced Assisted Living Care or 24-hour skilled nursing care, the Residence will no longer be appropriate for you. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Part Thirteen.

Part Eleven: Rules of the Residence.

Attached as Exhibit J, and made part of this Agreement is the Resident Handbook. It contains the rules of the Residence. By signing this agreement, You and your Representatives agree to obey those rules of the Residence.

Part Twelve: Responsibilities of Resident and its Representatives.

You, and your Representatives to the extent specified in this Agreement, are responsible for the following:

12.1.1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.

12.1.2. Supply of personal clothing and effects.

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

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

12.1.5. Informing the Operator promptly of change in health status, change in physician, or change in medications.

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

12.2 Your Personal Representative shall be responsible for the following:

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.

2. Supply Residents with enough sets of clothing, undergarments, incontinence briefs etc. as necessary.

3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

4. Make the appropriate monthly payments as agreed to in this Agreement.

12.3 Your Legal Representative, if any shall be responsible for the following:

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.

2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.

3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

4. Make the appropriate monthly payments as agreed to in this Agreement.

Part Thirteen: Termination and Discharge.

13.1 Basis for Termination.

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

13.1.1. By mutual agreement between you and the Operator;

13.1.2. Upon 30 days' written notice from you or your Representative to the Operator of your intention to terminate the agreement and leave the Residence;

13.1.3. Upon 30 days' written notice from the Operator delivered to you, and sent by certified mail to the address on file for your Representative(s), your next of kin of whom you have given Operator written notice and contact information, and any additional person you designate.

13.2 Basis for Involuntary Termination.

Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and, 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:

13.2.1. If you require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;

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

13.2.3. If 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, that 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.

13.2.4. If 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;

13.2.5. If the Operator has had its operating certificate limited, revoked, or temporarily suspended or the Operator has voluntarily surrendered the operation of the Residence;

13.2.6. f 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 your continued safety and care.

13.3 Process for Involuntary Termination.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give you a notice of termination and discharge. The notice will include (a) the date of termination and discharge, which must be at least 30 days after delivery of notice, (b) the reason for termination, and (c) 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 or your Legal Representative 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 will 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 this Residency Agreement, or engage in any action to intimidate or harass you. Both you and the Operator are free to seek any other judicial relief to which you or the Operator may be entitled.

The Operator 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. You are responsible, however, for paying your new provider all costs for such placement.

13.4 Effect of Discharge

If this Agreement is terminated pursuant to this Section of the Agreement, the Resident will vacate their room at the termination of this Agreement and deliver possession of their room and its equipment, appliances, and fixtures to The Country House in Westchester in good condition, ordinary wear and tear expected. The Resident, Resident's Representative, if applicable, and Resident's Legal Representative, if applicable, will remove all of the Resident's property. If this responsibility is left to The Country House in Westchester staff, a minimum of $100.00 may be charged depending on the time necessary to complete the task.

Part Fourteen: <u>Transfer</u>

14.1 Basis for Transfer.

Notwithstanding the limits provided above on involuntary termination, 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 day's notice or court review, for the following reasons:

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

14.1.2. If your behavior poses an imminent risk of death or serious physical injury to yourself or others; or

14.1.3. If 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 your continued safety and care.

14.2 Effect and Transfer.

If you are transferred, in order to terminate this Agreement, the Operator must proceed with the termination requirements as set forth in Part Thirteen of this Agreement, except that the written notice of termination must be hand delivered to you at the location to which you have been transferred. If such hand delivery is not possible, then the notice to you must be given by any of the methods provided by New York State law for personal service upon a natural person. If, the basis for the transfer permitted under Sections 14.1.1 through 14.1.3 above no longer exists, (i) you qualify for placement in this Residence described in Part Ten, and (ii) the Residency Agreement is still in effect, you must be readmitted.

Part Fifteen: Resident Rights and Responsibilities.

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

Part Sixteen: Complaint Resolution

16.1 Grievances.

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 L and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

In addition, the Administrator has an "open door" policy. If you at any time desire a direct and confidential meeting, please feel free make an appointment to meet with the Administrator.

16.2 Resident Organizations.

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.

16.3 Ombudsman.
Complaint handling is a direct service of the Long Term Care Ombudsman Program provided by New York State. 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. The website is: www.ltcombudsman.ny.gov

Part Seventeen: Miscellaneous Provisions.

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

17.2 Amendments.
This Agreement may be amended upon the written agreement of the parties, provided, however, that any amendment or provision of this Agreement that conflicts with the New York State law or regulations shall be null and void.

17.3 Recordkeeping.
The parties agree that this Agreement 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 this Agreement and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

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

Part Eighteen: Agreement Authorization

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

Dated: _____ _____
(Signature of Resident)

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

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

Dated: _____ Operator: The Country House in Westchester

By: _____
Halina McLean, E.D. or Designee

(Optional) Personal Guarantee of Payment

_____ personally guarantees payment of the following amounts that may at any time be owed by the Resident under this Agreement:
(*check applicable boxes)*:

☐ the Basic Rate.

and

☐ all other charges under this Agreement including without limitation all Additional Charges, that are not covered by the Basic Rate.

The Guarantor agrees to be jointly and severally liable with the Resident for the amounts checked above. The Guarantor acknowledge that its liability is not limited to the Resident's funds. This is a guaranty of payment, and not of collection, and the Operator may proceed directly against Guarantor without regard to the Resident, any other source of payment or security, or any matter affecting the Resident. This Guaranty shall not be affected by the bankruptcy of the Resident. The Guarantor waives any demand and any notice of any kind, and agrees to be fully liable for the guaranteed amounts notwithstanding (i) any modification or increase in the Resident's obligations, (ii) any waivers or extensions of time granted to the Resident, (iii) any failure to enforce any rights of the Operator against the Resident or any other source of payment or security, or (iii) any other matter that could constitute a defense to the Guarantor's obligations.

(Date)_____ _____

Guarantor's Signature

Print Name: _____

(Optional) Guarantor of Payment of Public Funds

If you have a Representative named this Agreement and who controls all or a portion of your public funds (SSI, Safety Net, Social Security, Other), and if that Representative does not choose to have such public funds delivered directly to the Operator, then the Representative 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. If the undersigned Representative is also a Guarantor, this paragraph does not limit his or her liability as a Guarantor.

(Date) _____ _____

(Guarantor's Signature)

266408v2

BQS .KK Digitally signed by BQS.KK Date: 2020.08.19 10:34:05 -04'00'

EXHIBIT A
SUMMARY OF CHARGES

BASIC RATE:

You and your Representative(s) agree that you will pay, and the Operator agrees to accept the following rate Basic Rate Services, as described in Section 1.2 of this Agreement (the "Basic Rate").

☐ Housing Rate: $ _____per month

☐ Care Level __ @ $ _____per month

_____

Total (Basic Rate): $ _____per month

As of the date of Your admission, Your room will be _____.

Additional Supplemental Services requested Upon Move-In

☐ $45.00 per month Cable T.V./DirectTV (at the resident's option) or n/a ☐

Additional One Time Fees (due prior to move in)

Community Fee -- $3,000

EXHIBIT B
FUNISHINGS/APPLIANCES PROVIDED BY OPERATOR

When not supplied by You, the Operator will provide You with the following minimum household equipment:

- a standard single bed, well-constructed, in good repair, and equipped with:

  (a) clean springs maintained in good condition;

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

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

Please Initial if declined

	Initial	
☐	____	(1) Twin size mattress, frame and headboard
☐	____	(1) Table
☐	____	(1) Night stand
☐	____	(1) Chair
☐	____	(1) Dresser
☐	____	(1) Lamp
☐	____	(1) Shower Curtain
☐	____	(1) Mirror
☐	____	(1) Thru-the-wall air conditioner
☐	____	Linens (Two towels, two washcloths, pillow, pillowcase, blanket, two bedsheets, bedspread, all of which are clean and in good condition.)
☐	____	Cablebox and remote at the resident's option
☐	____	Soap and Toilet paper as needed
☐	____	MISC. _____

EXHIBIT C
FURNISHINGS/APPLIANCES PROVIDED BY YOU

I. Items Provided by Resident

Telephone Clothes Hamper Flashlight Television

These items are recommendations and are not requirements. All personal furnishings, including mattresses and chairs, must be in good working order

II. Items Not Allowed:

Irons

Curling Irons

Blow Dryer

Hot Plates

Microwave ovens

Portable Heaters

Electric Blankets

Electrical extension cords

Any lamps, or other electrical appliances with frayed cords or exposed wire

Coffee Maker without auto shutoff

Heating units (space heater)

Items with heating element

EXHIBIT D
ADDITIONAL SUPPLEMENTAL AND COMMUNITY FEE

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

Item	Additional Charge	Provided By
Extraordinary Activity Supplies or Entrance Fees to cultural events	**As per event**	**Misc.**
Satellite/Cable T.V. (Family Value Package) (at the resident's option)*	**Cable Box and remote and $45.00 per month Payable to: The Country House in Westchester (to be billed along with monthly rent bill)**	**Satellite or Cable Provider**
Beauty Parlor/ Barber Shop	**See Price List Posted in Beauty Parlor**	**Beauty Vendor**
Companion to accompany resident to physicians appointments	**$40.00 per hour (one hour minimum)**	**Operator**
Safeway Step(tub cut down)	**$350.00 (one time)**	**Operator**
Wireless Pendant or wrist band	**$100.00 (one-time)**	**Operator**
Additional Laundry up to one (1) time per week	**$15 per week**	**Operator**
Guest Meals	**Breakfast: $10** **Lunch:$15** **Dinner: $15**	**Operator**
Catering Parties and Family Events	**$20 per person; $5 for waitress services**	**Operator**
Birthday Cake	**As quoted by Bakery**	**Bakery**
Move Furniture In and Out of Community for Resident	**$300**	**Operator**

Dispose of Room Contents upon Discharge	**$500**	**Operator**
Installation of Equipment or Assembling of Furniture	**$75-$150 depending on size of furniture**	**Operator**

* Satellite/Cable TV: While The Country House in Westchester currently uses DirectTV for television, the resident may choose to contract with whomever they wish. Any additional wiring fees that may be charged by that company will be the sole responsibility of the resident.

One-Time Fees Due Prior to Move In

Community Fee	**$3000 (one-time) at time of admission**

EXHIBIT E
LICENSURE/CERTIFICATION STATUS OF PROVIDERS

There are no providers currently offering home care or personal care services under an arrangement with the Operator.

EXHIBIT F
DISCLOSURE STATEMENT

Country House Operator LLC ("The Operator") as operator of The Country House in Westchester. ("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 is hereby attached as Exhibit N of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate at 2000 Baldwin Road, Yorktown Heights, New York, 10598 an Assisted Living Residence as well as an Adult Home.

3. The owner of the real property upon which the Residence is located is BV/MStar Country house Owner, LLC. The mailing address of such real property owner is 1300 Spring Street, Suite 205, Silver Spring, MD 20910. The following individual is authorized to accept personal service on behalf of such real property owner Halina McLean, 2000 Baldwin Road, Yorktown Heights, NY 10598.

4. The Operator of the Residence is Country House Operator LLC. The mailing address of the Operator is 6931 Arlington Rd., Suite 320, Bethesda, MD 20814. The following individual is authorized to accept personal service on behalf of the Operator: Halina McLean, Administrator, 2000 Baldwin Road, Yorktown Heights, New York, 10598.

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

7. All residents have the right to receive services from any provider, regardless of whether the operator of the residence has an arrangement with the provider.

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

9. All residents should be aware that public funds for the payment of residential, supportive or home health services are available for eligible individuals. Residents should also be aware that The Country House in Westchester does not accept public funds payments as payment in full. Therefore, if the facility rate exceeds the amount of public funds available to the resident, and the resident is unable to pay (in full) the balance of the facility's daily rate, The Country House in Westchester will assist the resident in secure placement in another facility pursuant to applicable laws and regulation.

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

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. (914) 345-3993 ext. 234 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

EXHIBIT G

CARESHARE

BASIC RATE TIERS

This Tiered Level Care is for residents of The Country House in Westchester who may require a supplemental level of personal care. The following is a list of those services available to you here at The Country House in Westchester as well as the rates associated with those services. The rates are in addition to the Housing Rate shown on Exhibit A, which is the charge for your apartment and food.

Level One: $500 per month minimum 3.75 hours/week
Medication management
Assistance with personal hygiene 2 days per week (e.g showers)
Reminders to meals and activities

Level Two: $1000 per month minimum 5.00 hours/week
Medication management
Assistance with personal hygiene - 7 days per week (e.g. showers (up to 3 times per week), dressing, grooming)- once daily
Reminders to meals and activities
Continence Care- minimum

Level Three: $1500 per month minimum 7.00 hours/week
Medication management
Assistance with personal hygiene - 7 days per week (e.g. showers (up to 3 times per week), dressing, grooming)- one (1) or more times daily
Reminders to meals and activities
Continence Care-maximum
Escorts

III. Provider

The personal care provided under [all] these tiers of services will be provided by The Country House in Westchester.

EXHIBIT H
FUNDS OR PROPERTY BEING TRANSFERRED TO OPERATOR

Listed below are items (i.e. money, property or things of value) that You wish to transfer voluntarily to the Operator upon admission or at any time:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

BQS .KK Digitally signed by BQS.KK Date: 2020.08.19 10:37:58 -04'00'

EXHIBIT I
PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

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		

DOH-5194 (DSS-3027) (Revised 7/78, 6/14, 10/15, 12/15)

EXHIBIT J
RULES OF THE RESIDENCE

Please see the House Rules which are attached to this document

EXHIBIT K

CONSENT TO USE AND RELEASE

(STATEMENTS, PHOTOGRAPHS, VIDEO)

I,_____, hereby grant[ ] or do not grant [ ] permission to the County House in Westchester, its affiliates and its agents, including but not limited to its current Advertising Agency working on behalf of Meridian Senior Living to use my name along with oral and/or written statements made by me as well as statements, photographs or videos of me without payment, restrictions or liability of any kind. In assigning my rights to such statements, photographs or videos, I understand that statements, photographs and/or videos may appear in a variety of forms, including but not limited to: letters, newspapers, magazines, brochures, newsletters, television, videotape, local media, DVD, advertisements and the internet, including social media such as Facebook.

In addition to the above, I authorize my picture to be used in any other activities which I may take part in at **The Country House in Westchester**, including the use of my picture by other agencies in promotion of their activities at The Country House in Westchester.

EXHIBIT L
RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

RESIDENT'S RIGHTS AND RESPONSIBLITIES 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 PROSSESSIONS;

(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 CONSEQUECES 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;

(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 PARAGAGRAPH.

(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 LEASE 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 M
OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

Immediate Action:
Grievance or Recommendation should be in written form, given to the receptionist and addressed directly to the Head of the Department involved.

Executive Director – Halina McLean
Resident Affairs – Daniell Petri
Health Services – Carole Pelaia
Finance & Accounting – Susan Arnold
Environmental Services – Darryl Natal
Recreation Director – Amy Pietrangolare
Food Service – Maria Del Ciampo

The Department Head involved is responsible for resolving the grievance, initiating action on a recommendation of merit, and responding to the resident within a reasonable length of time. If this is not satisfactory, the resident is directed to make an appointment to meet with the Administrator.

Confidential Communication:
The Administrator's door is always open and should a resident need a direct and confidential meeting, an appointment should be made. Please see the receptionist at The Front Desk.

Anonymous Grievances and Recommendations may be placed in the Suggestion Box located between the common area bathrooms, located to the right of The Front Desk. This box is checked five (5) days weekly by The Property Manager and forwarded to the Administrator. The appropriate Department Head will be responsible for resolving the grievance, initiating action on a recommendation of merit, within 21 days. Responses to anonymous grievances will be given in writing to the Resident Council.

If this is not satisfactory, the resident is directed to place another note in the suggestion box, indicating this is the 2nd request. The Administrator will respond in writing to the resident council within 21 days.

EXHIBIT N
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 medicalcare 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 managementassistance	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 dislike 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 ANDCOMPLAINTS

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

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