

The Kensington Assisted Living Residency Agreement

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RESIDENCY AGREEMENT

A. **This agreement** is made between White Plains Kensington, LLC the “Operator”,
_____ (the “Resident” or
“You”), _____ (the “Resident’s
Representative”, if any) and _____ (the
“Resident’s Legal Representative”, if any).

RECITALS

A. **The Operator** is licensed by the New York State Department of Health to operate at 100 Maple Avenue, White Plains, New York 10601 an Assisted Living Residence known as The Kensington and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence, and Special Needs Assisted Living Residence.

B. You have requested to become a Resident at The Kensington and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services.

Beginning on _____, _____ (*Insert beginning date of residency*) the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Apartment/Room.** You may occupy and use the private or semiprivate suite identified on Exhibit I.A.1., subject to the terms of this Agreement.

2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at The Kensington such as lounges, outdoor terraces, outdoor grounds, dining areas, activities areas, and hair salon.

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 unit.

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

B. Basic Services

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 three (3) snacks per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: a) No Added Salt, b) No Concentrated Sweets, and c) Mechanically Altered.

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 Kensington.

3. Housekeeping.

4. Linen Service. (towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; 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. Include some assistance with bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), feeding, medication acquisition, storage and disposal, assistance with self administration of medication.

9. Development of Individualized Service Plan. Includes ongoing review and revision as necessary

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.

(1) Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative (*add any*

other party to be charged under the agreement) agree that the Resident (*or other specified party*) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement. (*the "Basic Rate"*). The Basic Rate as of the date of this agreement is (\$_____ per month) (\$_____ per day).

Please refer to Exhibit III.A.1 a detailed list of services under the Flat Fee Arrangement.

(2) Tiered Fee Arrangements

Any "Tiered" fee arrangements, in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care, are set forth in detail in Exhibit III.A.2. and made a part of the Agreement. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each "tier" of care, and describes who will be providing care, if other than staff of the Operator.

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 chose whether to accept the Community fee as a condition of residency in The Kensington, or to reject the Community fee and thereby reject residency at The Kensington.

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. Detail on Supplemental, Additional, or Community Fees are provided in the attached Exhibit III.B.

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 _____ and shall be delivered to White Plains Kensington, LLC at 100 Maple Avenue, White Plains, NY 10601. In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for services provided for in this agreement or additional services or care needed by the Resident, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. While the Resident is an occupant of The Kensington, the Operator will provide direct assistance and access to resources to the Resident and Resident's representatives in an effort to assist in securing appropriate accommodations for the Resident.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

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, 4 and 5 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.
3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or

Fee upon less than forty-five (45) days written notice.

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

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

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is \$_____ per day. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The length of time the space will be reserved is unlimited. A provision to reserve a residential space does not supercede 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 Kensington, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at The Kensington. 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 Kensington 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 a 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 for as 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 (DSS-2853) with You or Your Representative. You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds. You must complete the following:

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

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

I do not receive either SSI or SNA funds _____

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

X. 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.
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.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will

take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or
 - (b) chronically require the physical assistance of another person in order to walk; or
 - (c) chronically required the physical assistance of another person to climb or descend stairs; or
 - (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
 - (e) have chronic unmanaged urinary or bowel incontinence.
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of The Kensington

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 Kensington.

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

- A. You, or Your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:
 1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
 2. Supply of personal clothing and effects.

3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

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

(to be completed at the time of executing this agreement)

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

(to be completed at the time of executing this agreement)

XIII. Termination and Discharge

This Residency Agreement and residency in The Kensington 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 Kensington 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 Kensington;
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 Kensington 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 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 sustain an 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 Yourself 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 removed. If such hand delivery is not possible, then the notice must be given by any of

the methods provided by law for personal service upon a natural person. If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

Attached as Exhibit XV 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 Kensington. 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 Kensington's operations and programs are attached as Exhibit XVI. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of The Kensington.

The Operator agrees that the Residents of The Kensington 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. Successor and Assigns

In the event that The Kensington, or any successor owner of the facility, shall sell or convey the facility, all liabilities and obligations on the part of The Kensington, or such successor owner, under this Agreement occurring thereafter shall terminate as of the day of such sale, and thereupon all such liabilities and obligations shall be binding on the new owner. You agree to recognize such new owner as the owner under this Agreement, and continue to be bound by the terms and conditions of this Agreement.

XIX. Statement of Non Discrimination

The Operator is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. Race, color, sex, religious beliefs, national origin, and disability status do not have any bearing upon your acceptance or rejection for admission, transfer, the execution of this Agreement, or the normal conduct of business by The Kensington. Any perceived acts of discrimination by staff or other residents at The Kensington should be reported immediately to The Kensington's supervisory personnel for appropriate investigation.

XX. Agreement Authorization

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

Dated:

(Signature of Resident)

Dated:

(Signature of Resident's Representative)

Dated:

(Signature of Resident's Legal Representative)

Dated:

(Signature of Operator or the Operator's Representative)

(Optional) Personal Guarantee of Payment

_____ personally guarantees payment of charges for Your Basic Rate.

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

(Date) Guarantor's Signature

Guarantor's Name (Print)

(Optional) Guarantor of Payment of Public Funds

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate from either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to meet Your obligations under this Agreement.

(Date) (Guarantor's Signature)

Guarantor's Name (Print)

EXHIBIT I.A.1.
IDENTIFICATION OF APARTMENT/ROOM/ SUITE

Suite # _____

_____ **Private** _____ **Semi-private**

EXHIBIT I.A.3.
FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Item	Quantity	Comments
Bed (mattress and box spring)	1	Single bed
Pillow	2	
Chair	1	
Table	1	
Lamp	1	
Lockable storage	1	Secured so as not to be removable at will
Dresser	1	
Bed Linens (fitted sheet, top sheet, pillowcase)	As needed	Clean bed linens needed for the bed and pillows will be provided at least weekly.
Blanket	1	
Bedspread	1	
Bath terry (bath towel, hand towel, wash cloth)	3 each	Clean bath terry will be provided at least weekly.

EXHIBIT I.A.4.
FURNISHINGS/APPLIANCES PROVIDED BY YOU

Item	Quantity	Comments
Bed (mattress and box spring)		
Pillow		
Chair		
Table		
Lamp		
Lockable storage		
Dresser		
Bed Linens (fitted sheet, top sheet, pillowcase)		
Blanket		
Bath terry (bath towel, hand towel, wash cloth)		
Other (specify)		

Note: The resident may provide their own furnishings and supplies in their suite at their discretion.

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 the following additional charges:

Item	Additional Charge	Comments
Soap	No Charge	
Toilet Tissue	No Charge	
Dry Cleaning		
Personal Toilet Articles		
Incontinence Products		
Medical Transportation		Charges will be at vendor rate except when payment is available through Medicare, Medicaid, or other 3 rd party coverage
Personal Transportation		
Other (to be specified)		

Note: The rate for and providers of the above mentioned items will fluctuate based on the market. All additional charges will be disclosed in the agreement. The Operator will provide you with a current list of rates for and providers of these additional service, supplies, or amenities during the Agreement discussion between you and the Operator.

EXHIBIT I.D.
LICENSURE/CERTIFICATION STATUS OF PROVIDERS

(Copy of current licenses and certificates to be provided)

EXHIBIT II DISCLOSURE STATEMENT

White Plains Kensington LLC ("The Operator") as operator of The Kensington, 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 II.D.1. of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate 100 Maple Avenue, White Plains, New York 10601 an Assisted Living Residence as well as an Adult Home. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and/or Special Needs Assisted Living Residence. This additional certification (or these additional certifications) may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in The Kensington and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:
 - a. Enhanced Assisted Living services for up to a maximum of 60 persons.
 - b. Special Needs Assisted Living services for up to a maximum of 45 persons.

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

The EALR may admit from an ALR or the community and retain a resident who:

- Is chronically chairfast and unable to transfer or chronically require the physical assistance of another person(s) to transfer;
- Chronically require the physical assistance of another person(s) to climb or descend stairs;
- Is dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; and/or
- Has chronic unmanaged urinary or bowel incontinence

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

With agreement of the resident's physician, the operator, and the resident's responsible party that the resident can be safely and appropriately cared for at The Kensington, the SNALR program may admit and retain a resident who, in addition to the meeting the admission criteria for an ALR:

- Has a medical diagnosis of Alzheimer's Disease or related disorder as indicated through a complete physical examination supported with appropriate diagnostic studies;
- Has a comprehensive social, cultural, occupational and behavioral history from the resident (if able), resident's family and/or representative, the resident's physician and

other available sources. This history would also include a resident interview, as able, and an observation in the community, or at least in the resident's current living arrangement or medical environment, if hospitalized;

- Has a manageable medical and/or psychiatric condition, and not exhibiting behaviors that present a danger to self or others; and
- Is able to benefit from the environment, care and programs provided in the special needs unit at The Kensington.

The Operator will post prominently in The Kensington, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs.

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living program. If however, such units are at capacity and there are no vacancies, the Operator will assist You and 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 Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your unit within The Kensington.

3. The owner of the real property upon which The Kensington is located is White Plains Kensington, LLC. The mailing address of such real property owner is 11921 Freedom Drive, Suite 950 Reston, Virginia 20190. The following individual is authorized to accept personal service on behalf of such real property owner: Daniel Gorham; 11921 Freedom Drive Suite 950, Reston, Virginia 20190.

4. The Operator of The Kensington is White Plains Kensington, LLC. The mailing address of the Operator is 11921 Freedom Drive, Suite 950 Reston, Virginia 20190. The following individual is authorized to accept personal service on behalf of the Operator: Daniel Gorham; 11921 Freedom Drive Suite 950, Reston, Virginia 20190.

5. The Operator does not have any legal or beneficial ownership interest in excess of 10% in any entity which provides care, material, equipment or other services to residents of The Kensington.

6. No entity which provides care, material, equipment or other services to residents of The Kensington has any legal or beneficial ownership interest in excess of 10% in the Operator.

7. Residents shall have the right to receive services from Medicare approved service providers with whom The Operator does not have a service arrangement.

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

9. The Kensington does not accept public funds for payment for residential, supportive or home health services, including but not limited to Medicare coverage of home health services.

10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or regarding Home Care Services is 1-800-628-5972.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. The Local LTCOP telephone number is 914-345-5900 extension 298. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT III.A.1.
FLAT FEE ARRANGEMENTS (Special Needs)

Accommodations	Cost	Comments
Suite Number	\$	Each suite is individually priced
Furnishings	\$	Exhibit I.A.3
Sub total	\$	
Services	Cost	Comments
Meals and Snacks	Included	
Activities	Included	
Housekeeping	Included	
Linen Service	Included	
Laundry	Included	Personal washable clothes
24- Hour Supervision	Included	
Case Management	Included	
Personal Care Assistance	Included	
Medication Assistance	Included	
Develop/ Maintain Individualized Service Plan	Included	
Sub Total	\$	
Total	\$	

EXHIBIT III.A.2.
TIERED FEE ARRANGEMENTS (Assisted Living)

Accommodations	Cost	Comments
Suite Number	\$	Each suite is individually priced
Furnishings	\$	Exhibit I.A.3
Sub total	\$	
Included Services	Cost	Comments
Meals and Snacks	Included	
Activities	Included	
Housekeeping	Included	
Linen Service	Included	
Personal washable laundry	Included	
24- Hour Supervision	Included	
Case Management	Included	
Develop/ Maintain Individualized Service Plan	Included	
Tiered Services	Cost	Comments
Personal Care Assistance		
Level 1	\$	.55 hours/ day
Level 2	\$	1.0 hours/ day
Level 3	\$	1.5 hours/ day
Level 4	\$	2.0 hours/ day
Level 5	\$	2.5 hours/ day
Level 6	\$	3.0 hours/ day
Medication Assistance		
Level 1	\$	Light assistance
Level 2	\$	Heavy assistance/ injections
Sub Total	\$	
Total	\$	

EXHIBIT III.B.
SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

A one-time Community Fee will be charged upon admission to The Kensington. The income from fee is used to support long-term capital improvements needed to maintain The Kensington in first-class condition. The fee is equal to the published monthly accommodation rate for the specific suite being rented (see Exhibit I.A.1.).

Upon termination of the Residency Agreement, the Community Fee is refundable on a pro-rated basis according the following schedule:

Within 30 days of occupancy:	100%
Between 31 and 60 days of occupancy:	67%
Between 61 and 90 days of occupancy:	33%
Beyond 90 days	0%

EXHIBIT III.C
RATE OR FEE SCHEDULE

Private Room

Semi-private Room

EXHIBIT V.
TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

The Operator will review and approve your request to transfer funds or property to the Operator on a case-by-case basis.

EXHIBIT X.I.

RULES OF THE KENSINGTON

- A. You will use the Suite only for residential dwelling purposes.
- B. When you leave the residence unaccompanied or with a family member, you must notify a member of the staff. If you are going to be away overnight or for an extended period of time, there is a sign-out log at the Receptionist's desk that must be completed by the Resident, family member, or representative. It is extremely important that our staff be made aware if you will be away from the facility overnight or longer.
- C. Smoking is prohibited anywhere inside the facility. There are designated smoking areas outside of the building. The Kensington may require residents to be supervised when smoking.
- D. A live-in companion is considered an additional person living in the Suite and is required to pay the Assisted Living Basic Rate or Special Needs Basic Rate associated with the Resident's Suite (shown in the Fee Schedule at Exhibit IIIC).
- E. You agree to maintain the Suite in a clean, sanitary and orderly condition. You will reimburse the Residence for the repair or replacement of furnishings and fixtures in the Suite beyond normal wear and tear. In addition, You will reimburse the Residence for actual expenses incurred for loss or damage to real or personal property of the Residence caused by pets or Your negligence or willful misconduct or Your agents, guests or invitees. Additionally, You will be responsible for any charges for damage caused by themselves or their guests, if such charges are imposed by a court order. You or your responsible party (if any) have the right to contest that sums are actually due, and in the event of such dispute, no charges will be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.
- F. Any damage to carpeting in Your Suite, other than normal wear and tear, including stains and/or odors due to incontinence or pets, will result in the carpet being professionally cleaned, repaired or replaced by the Operator. The Operator will have the right to determine whether the carpet needs to be repaired, cleaned, or replaced. You shall be responsible for the cost of the repairing or replacing the carpet. You or your responsible party (if any) have the right to contest that sums are actually due, and in the event of such dispute, no charges will be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.
- G. You will not alter or improve the Suite without the prior written consent of the Operator. Upon the termination of this Agreement, You will be required to return the Suite to the original condition at Your own expense prior to the expiration of any applicable notice periods.
- G. You will notify the Operator promptly of any defects in the Suite, common areas or in the Residence's equipment, appliances, or fixtures.

H. Residence employees or agents may enter the Suite at any reasonable time in order to provide services to You, to perform building inspection and maintenance functions, to show the Suite to prospective residents, and otherwise to carry out the Residence's obligations under this Agreement. You shall allow entry into the Suite at any time to the Residence's employees or agents when they are responding to the medical alert system, fire alert system or other emergency.

I. Residence personnel will respect Your privacy and make their presence known (except in an emergency) when entering the Suite and will schedule the entry in advance whenever possible.

J. You will vacate the Suite at the termination of this Agreement, remove all of Your property, and deliver possession of the Suite and any furniture, equipment, appliances, and fixtures supplied by the Residence, to the Residence in good condition, ordinary wear and tear excepted. You will pay the cost of removing and storing any of Your property remaining in the Suite after the termination of this Agreement for up to one year following such removal.

K. You will not keep a pet in the Suite unless You and the Operator have executed the Pet Addendum, attached as Exhibit XVII. Pets are limited to cats, birds, fish or small dogs. No reptiles or rodents permitted. Animals with known tendencies toward aggressive behaviors will not be permitted in the facility; i.e. Pit Bull dogs.

L. The Operator will assist You in obtaining and maintaining a primary physician or source of medical care of choice, who is responsible for the overall management of Your health and mental health needs.

M. You and Your Resident's Representative understand and agree that the Operator may restrict an individual's visitation rights or bar an individual from entering the Residence if it is determined that the individual is disrupting Your care or the care of other residents or if the presence of the individual has a negative effect on a resident's physical or psychosocial well being.

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, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY FIVE DAYS WRITTEN NOTICE.

(Q) 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

Resident Feedback and Grievance Procedure

POLICY: The Kensington encourages all residents and family members to express any compliments, complaints, and suggestions for improvement in policies and services. The Kensington staff will be responsive to reasonable concerns and suggestions. The Kensington also encourages residents and family members to let staff know when services and policies are satisfactory and should continue unchanged.

PROCEDURE:

1. Methods for providing feedback include:
 - a. Verbally or in writing to any member of The Kensington staff. All feedback received by staff members will be documented and provided to the Executive Director.
 - b. Monthly Resident Council meetings will be held in each community. Residents may submit an agenda item or grievance to the Resident Council in writing in advance of a meeting, or verbally during a meeting. A member of The Kensington's staff shall be appointed as a liaison to the Resident Council and the Resident Council may request that a member of the staff be in attendance at Resident Council meetings.
 - c. Discuss the feedback, concern, or complaint directly with the Executive Director. If the Resident does not feel comfortable discussing the matter with the Executive Director, or is not satisfied with the resolution to concerns or complaints, they may contact Fountain Square Management Services, LLC and speak a member of the executive team.
2. The Kensington staff members are expected to listen courteously and respectfully to complaints. If staff members are able to do so, they will explain the reason for the procedure or incident in question.
3. Resident's feedback will be acknowledged by the Executive Director within 24 hours of receipt. Follow up actions that are appropriate will be taken and those actions will be communicated to the Resident(s) that provided the initial feedback within 72 hours.
4. Residents who desire to remain anonymous when providing feedback may do so by contacting the office of the New York State Long Term Care Ombudsman. Feedback that is provided confidentially will remain so.

5. At no time will any staff member of The Kensington take any improper action against a resident for making a complaint, whether or not the complaint is valid. The Kensington will consider dismissing any employee who is found to be threatening, ignoring, humiliating, retaliating, or discriminating against residents who voice complaints.
6. The following agencies are also available to assist Residents with concerns or complaints that are not appropriately addressed by the Executive Director or when Residents are not comfortable discussing their concern with the Executive Director or Fountain Square Management Services, LLC staff.

State Licensing Authority
New York State Department of Health
Phone Number: 1-800-628-5972

Ombudsman
New York State Long Term Care Ombudsman
Toll-Free Number: 1-800-342-9871
Local Number: 914-345-5900 extension 298

EXHIBIT XVII

Pet Addendum

The Kensington management ("Operator") gives permission for You to keep a pet that can be confined to your apartment. You must agree to and abide by the procedures outlined below.

PROCEDURE:

1. Pets will be limited to one cat, bird, or small dog. In addition, Operator may consent to one fish tank of modest size. No reptiles or rodents are permitted. Animals with known tendencies toward aggressive behaviors will not be permitted in the Residence (for example, Pit Bull dogs).
2. A pet fee of \$_____ per month will be charged to Your account.
3. You will be responsible for cleaning up after Your pet. You will be responsible for costs of repairs and special cleaning (for example, carpet shampooing) resulting from damage caused by Your pet.
4. You will be responsible for the care of Your own pet. You must provide documentation of health and inoculations for Your pet to the Operator. Such documentation will be maintained by the Operator. Inoculations must be kept up-to-date at all times. Pets must be in good health to remain in the Residence.

Addendum 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: _____

(Signature of Operator or Operator's Representative)