Five Star Premier Residences of Yonkers
Assisted Living Residence – Adult Home
Residency Agreement

For Room Unit: ____

Agreement Effective Date: ____

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

This Agreement (the "Agreement") is made between D & R Yonkers, LLC the ("Operator"), by FVE Managers, Inc., as manager and agent (collectively referred to in this Agreement as "we", "us" or "our"), _____ (the "Resident"), _____(the "Resident's Representative", if any) who is the Resident's _____ and _____ (the "Resident's Legal Representative", if any), who is the Resident's _____ (collectively referred to in this Agreement as "You", "you" or "your").

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 537 Riverdale Avenue (Floor 2), Yonkers (Westchester County), New York 10705, as an Assisted Living Residence ("ALR") known as Five Star Premier Residences of Yonkers (the "Community") and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence ("EALR") and Special Needs Assisted Living Residence ("SNALR").

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

The parties to this Agreement understand that the Community will provide or arrange for housing, meals, housekeeping, personal care and supervision services to the Resident in accordance with New York State Social Services Law and the regulations of the New York State Department of Health.

AGREEMENTS

I. Housing Accommodations and Services.

Beginning on, _____, _____, (the "Effective Date") 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 and for reasons permitted by applicable New York State regulations. Your room is to be used only for residential purposes and not for use for business purposes or the practice of any profession without prior written consent of Operator.

A. Housing Accommodations and Services.

1. Your Room.

You agree to occupy room #___ (the "Room") subject to the terms of this Agreement. See **Exhibit 1** for details related to the identification of your room.

2. Common areas.

Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations, at Section 485.14(b), coupled with federal regulation at Title 42 of the Code of Federal Regulations at Section 441.301(c)(5), for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m., you will be provided unrestricted access to common areas at the Community. Specifically, you will be provided with unrestricted access to the following general-purpose rooms: a library, a computer room, a fitness center, a common living room, community rooms, a billiard room, an activity area and an aviary area. Use of these general-purpose rooms outside this time frame may be accommodated as follows: upon approval by the Community or the Community's authorized representative. Residents will also have access to a beauty/barber shop, dining rooms, and arts and crafts room during certain times, as scheduled by the Community. Your access to certain of these rooms may require a nurse escort. Residents may have access to other common areas at the Community, accessible to Resident with an escort.

3. Furnishings/Appliances Provided By The Operator.

Attached as **Exhibit 2** and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your room.

4. Furnishings/Appliances Provided by You.

Attached as **Exhibit 3** and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by you in your room, subject to space availability and the Community's policies and approval. **Exhibit 3** also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

5. Alterations.

Any physical change to the room requires the prior written consent of the Executive Director of the Community (which may be withheld for any reason or no reason), shall be made at your own expense. If you obtain such approval, you will be responsible for restoring the original décor when the room is vacated, unless we specifically exempt you from this requirement in writing. Alterations include, without limitation, placing holes in the walls, ceilings, woodwork or floors, painting, wallpapering, carpeting, window treatment, antenna or cable installations, additional or replacement locks.

B. Basic Services.

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

1. Meals and Snacks.

Food and Drink are available to You 24 hours per day, 7 days a week in the following way(s): three (3) nutritionally well-balanced meals per day and two (2) snacks per day are included in Your Basic Rate ("Basic Food Service"), pursuant to 18 NYCRR § 487.8. The following modified diets will be available to You in Your Basic Food Service if ordered by Your physician and included in Your Individualized Service Plan: No Concentrated Sweets, No Added Salt, and Low-fat.

Special food services. Fresh fruit and sandwiches are available to Resident at Resident's request 24 hours per day, 7 days a week as part of Basic Food Service.

In-Home Meal Delivery Service. Subject to I.C., below, the Operator will provide in-home meal delivery service from outside restaurants and "take out" food vendors to your room as you request such services for an extra charge as set forth in **Exhibit 7C** and subject to the policies in the Resident Handbook. If such in-home meal delivery service is requested, Resident should notify staff that they do not want a specific meal provided under the Basic Food Service provided to you under this Agreement.

Guests. Subject to Section I.C., below, you may invite guests to any meal, but the Operator request twenty-four (24) hours advance notice so that proper accommodation(s) may be made. There will be an extra fee for guest meals as described in **Exhibit 7C**.

2. Activities.

The Operator will provide an organized and diverse program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, both at and away from the Community. The Operator will post a monthly schedule of activities in a readily visible common area of the Community. There may be an extra charge for some of the activities that take place away from the Community. Tickets for outside events will be on a fee-for-use basis.

3. Housekeeping.

Your room will receive regular housekeeping service, including bed making, trash removal, vacuuming, dusting and light cleaning. The Community will provide such housekeeping services at least daily.

4. Linen Service.

The Operator will provide a minimum of two (2) sheets, one (1) pillowcase, one (1) pillow, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition, pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.11(i)(8),(9). A complete change of bed linens, towels and washcloths will be provided by the Operator at least once a week, and more often if needed.

5. Laundry of Your personal Washable clothing.

The Operator will launder the machine-washable personal clothing of the Resident at no extra cost. The Community will provide facilities and supplies for residents who choose to do their own laundry.

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 and required by the New York State Department of Health.

Your room will be equipped with an emergency call system and smoke detector. The call system is monitored 24 hours per day to alert staff to emergencies and illnesses. When the staff at the Community determines that, in its judgment, an emergency situation exists, staff will call 911.

Outside doors are locked at the times specified in the Resident Handbook or at the times the Operator otherwise indicates to residents, however, you and your guests may access and leave the Community at all times via the building's concierge. All residents and guests are requested to sign the resident log book at the concierge when leaving and returning to the Community.

7. Case Management.

Per Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(i) and Title 18 NYCRR Section 487.7(g), the Operator will provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and 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.

8. Personal Care.

Pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.9(g)(2), the Operator will provide sufficient staff to perform a minimum of three and three-quarter (3.75) hours per week of personal care services including: wellness checks, such as weight and blood pressure monitoring; and basic assistance with personal care, including some assistance with bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), assistance with eating (except feeding), medication acquisition, storage and disposal and assistance with self-administration of medication.

9. Development of Individualized Service Plan.

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

10. Room and Building Maintenance Services.

Maintenance of room heating/cooling systems and the Community supplied appliances will be provided, as well as maintenance of the building exterior and interior common areas and lawn care.

11. Utilities.

Utility services (gas, electric, trash, water and sewer) and real estate taxes will be paid by the Community. Basic cable television services are included in Your Basic Rate. However, you are responsible for premium cable services to your room. Individual telephone and internet service is not included in the Basic Rate.

12. Transfer to Hospital.

The Community will arrange your transfer to a hospital when ordered by a physician or in an emergency situation. You are responsible for all emergency transportation and hospital charges.

13. Risk Acknowledgement.

The Resident and any other responsible party acknowledge that the Community cannot guarantee that the Resident will not experience a fall, or an injury from a fall, at the Community. Residents may experience a decrease in mobility, changes with vision, changes in health status, change in cognition and/or medication side effects. These changes may increase the potential for Resident falls that cannot reasonably be prevented.

C. <u>Additional Services.</u>

Exhibit 7C, attached to and made a part of this Agreement, describes in detail, any additional services, or amenities available for an additional or supplemental fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

The Operator reserves the right to adjust from time to time the types of additional services and amenities and the charges for those services and amenities during Your stay at the Community. The Operator will notify You of any change in the supplemental care services or the charges for those supplemental services at least forty five (45) days prior to the effective date of those changes.

D. Personal Services.

The Operator assumes that residents wish to provide their own supplies for personal care and hygiene. However, if you are unable to provide such supplies or choose not provide them, the Operator will provide you with personal items for a charge as provided in **Exhibit 7C.**

E. Licensure/Certification Status.

A listing of all providers offering home care, personal care or other healthcare services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in **Exhibit 5** 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 6**, which is attached to and made part of this Agreement.

III. Fees.

A. Basic Rate.

The Community accepts the Basic Rate in full satisfaction for the Basic Services described in Section I.B and the type of room, which is established in **Exhibit 7B**. ☐ The Resident ☐ The Resident's Representative ☐ The Resident's Legal Representative ☐ Other, please specify _____ agree that they will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in **Exhibit 7B** of this Agreement (the "Basic Rate"). The Basic Rate, which includes all of the services listed in Section I.B., as of the date of this Agreement is _____ per month.

Subject to Section III.E., below, the Basic Rate may be increased due to increased cost of maintenance and operation if written notice is given to You at least forty five (45) days prior to the effective date of such adjustment. If you begin occupying your Room on a day after the first day of the calendar month, your Basic Rate for the first month will be prorated accordingly. If your Room is occupied by two Residents and it reverts to single occupancy during the term of this Agreement, the remaining Resident's fees shall remain the same, meaning that the Resident shall continue to pay the Basic Rate for a dual occupancy Room, and the then-current amount for the appropriate level of service of the Resident, until another resident is admitted to the Room. Your right to occupy and use the Room and receive services at the Community is contingent upon timely payment of the Basic Rate and all other applicable charges and fees under this Agreement.

B. Tiered Fee Arrangements.

Any "Tiered" fee arrangements, in which the amount of the Monthly Rate determined by a point system depending upon the types of services provided, the degree of support needed by the Resident and the fees for each "tier" of care, are set forth in detail in **Exhibit 7B** and made a part of the Agreement. Such exhibit describes the types of services provided, the degree of support and assistance provided to Resident for such service, the fees for each "tier" of care, and describes who will be providing care, if other than staff of the Operator.

Five Star Premier Residences of Yonkers Assisted Living Residence – Adult Home

☒ does ☐ does not utilize tiered fee arrangements.

Your Level of Service Rate, plus the Basic Rate, will equal to Your Monthly Rate. Should Your Level of Service level change, the Monthly Rate will also change upon either an upward or downward change in Level of Service Assistance/Administration level with forty-five (45) days notice. This change can occur with less than forty-five (45) days notice should you agree in writing to this change prior to meeting the forty-five (45) day threshold. Should your primary physician determine your need for a higher Level of Service, your Monthly Rate may be changed with less than forty-five (45) days notice. The notification provision within this Section III.B shall adhere to the provisions set forth in Section III.E.

C. Supplemental, Additional or Community Fees.

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

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

Any charges for supplemental or additional fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. A Community fee is a one-time fee that the Operator may charge at the time of Admission. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The Operator must clearly inform the prospective Resident what the amount of the Community fee will be as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Five Star Premier Residences of Yonkers Assisted Living Residence – Adult Home, or to reject the Community fee and thereby reject

residency at the Five Star Premier Residences of Yonkers Assisted Living Residence – Adult Home.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE BEEN FULLY INFORMED OF THE TERMS OF THE NONREFUNDABLE COMMUNITY FEE AND THAT YOU MAY CHOOSE WHETHER TO ACCEPT THE COMMUNITY FEE AS A CONDITION OF RESIDENCY AT THE COMMUNITY OR REJECT THE COMMUNITY FEE AND THEREBY REJECT RESIDENCY AT THE COMMUNITY.

D. Rate or Fee Schedule.

Attached as **Exhibit 7A (with cross-references to Exhibits 7B and 7C)** and made a part of this Agreement is a rate or fee schedule, covering the Basic Rate, the Level of Service rate, , and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

E. Billing and Payment Terms.

1. Billing and Payment Terms.

In accordance with Title 10 of New York Codes, Rules and Regulations, Section 1001.8(f)(4)(xiv), the following information is presented. Payment is due by the fifth (5th) day of the month for which services are to be rendered and shall be delivered to the current Executive Director at 537 Riverdale Avenue, Yonkers, New York 10705. If a payment is not received within ten (10) days of the due date, a one-time late fee equal to one-and-a-half percent (1.5%) of the amount that is then delinquent and outstanding will be charged.

In the event the Resident, Resident's Representative or Resident's legal representative, as applicable, is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, this Agreement may be terminated. Such procedures are in accordance with the provisions regarding termination of the agreement set forth in Section XIII.B. Please refer to Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xv).

Fees for additional services and supplies will be itemized on a monthly basis; You shall pay for all additional services and supplies by the fifth (5th) day of the month following the month in which You receive the itemized monthly statement containing said charges. The Basic Rate and the other sums due from You shall be payable to the Community, at the Community, unless the Community otherwise notifies You. You shall use one of the following payment methods to pay for services rendered or supplies provided: credit card, debit card, money order, check, electronic payment, or payment by mail. Payment made by hand must be made to the Community's Business Office Manager. For the sake of clarity, cash is not an acceptable method of payment.

2. Security Deposit.

There is no Security Deposit required to become a resident of the Community.

F. <u>Adjustments to Basic Rate or Additional or Supplemental Fees.</u>

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

2. 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. 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.

4. The staff of the Community will perform a periodic re-evaluation of Your needs. If the Operator or your physician determines (which determination shall be made in Operator's sole and absolute discretion) that the level of service that the Operator is providing Resident is not appropriate for his or her needs and that the Resident needs a different level of service than that which the Resident is currently receiving, the Operator will consult with the Resident and implement a change to a level of service appropriate to the Resident's needs. Operator will also inform Resident's Representative and Resident's Legal Representative, if applicable, of the change and the Basic Rate will be adjusted accordingly following forty-five (45) days of such notice. Should the Resident or the Resident's Representative not agree to this change and as such the Community cannot meet the Resident's needs, the Resident shall be issued a notice of termination.

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.

6. 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.

G. <u>Bed Reservation.</u>

The following is provided in accordance with Title 18 of New York Codes, Rules, and Regulations at Section 487.5(d)(6)(xvii). The Operator agrees to reserve a residential space as specified in <u>Section I.A.1</u> above in the event of Your absence. The charge for this reservation is equal to the monthly Basic Rate, as specified herein. (The total of the daily rate for a one-month

period may not exceed the established monthly rate). The space will be reserved for as long as the Resident timely pays the amount specified in this Section III.G each month. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve such space but must provide the Operator with any required notice.

H. Payor/Guarantor. [*Note: This section III.H is optional.*]

Your care and services at the Community shall be paid for by you or by _____("Payor"). At your sole discretion and election, your care and services will be guaranteed by _____ ("Guarantor"). You agree immediately to give Operator written notice of any change in Payor's or Guarantor's (if any) financial condition, address, or telephone number. By signing below, Payor agrees to promptly pay all fees and charges incurred by you or on your behalf under this Agreement; Guarantor (if any) agrees to promptly pay any such fees or charges that are not paid by you or Payor in a timely manner. At your sole discretion, Guarantor (if any) agrees to sign a separate Guaranty Agreement with Operator.

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 (3) business days after You leave the Community, the Operator must provide Resident, Your Resident Representative or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Community. The Operator must also return at the time of Your discharge, but in no case more than three (3) business days, any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made, provided however, that You and your estate shall remain liable for the Basic Rate through the end of the appropriate period as set forth in this Agreement as provided Section XIII and until your room is vacated and all of your property removed from it.

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 Community is located in order to determine what should be done with property of Your estate.

If you or your estate fails to remove your property from the Room, Operator may, upon fourteen (14) days advance written notice to You or your estate, remove your property from your room and charge you or your estate for its actual costs of moving and storage (up to twenty percent (20%) of your Monthly Fee). If your property is not claimed within thirty (30) days following the date of Operator's notice to You or your estate, the Community may dispose of your property.

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 8** 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 9** 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 Community staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

IX. Personal Allowance Accounts.

Some recipients of Supplemental Security Income ("SSI") may be entitled to a monthly personal allowance in accordance with Social Services Law. The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income 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 or Safety Net Assistance funds. Supplemental Security Income is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding Supplemental Security Income is available at https://otda.ny.gov/programs/disability-determinations/. Safety Net Assistance provides cash assistance to eligible individuals who meet specific criteria. Safety Net Assistance information is available online at https://otda.ny.gov/programs/temporary-assistance/.

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

You must complete the following:

☐ I receive Supplemental Security Income funds OR ☐ I have applied for Supplemental Security Income funds
☐ I receive Safety Net Assistance funds OR ☐ I have applied for Safety Net Assistance funds
☐ I do not receive either Supplemental Security Income or Safety Net Assistance 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 they will comply with the Supplemental Security Income or Safety Net Assistance personal allowance requirements.

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

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

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

A. 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, per Regulation 487.4(c). An operator shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state and local laws.

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

C. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Community, 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.

D. Subject to Section III.E.5 and the Disclosure Statement at **Exhibit 6**, if You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" (as provided in **Exhibit 13**) will apply.

E. Subject to Section III.E.5 and the Disclosure Statement at **Exhibit 6**, if You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" (as provided at **Exhibit 14**) will apply.

F. Subject to Section III.E.5 and the Disclosure Statement at **Exhibit 6**, if You are residing in a "Basic" Assisted Living Residence ("Basic 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.

G. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) chronically require the physical assistance of another person in order to walk; or (b) chronically require the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.

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

XI. Resident Handbook.

Attached as **Exhibit 10** and made a part of this Agreement is the Resident Handbook. By signing this Agreement, You and Your representatives agree to abide by all reasonable rules set forth in the Resident Handbook. Resident acknowledges that prior to entering into this Agreement, Resident received the Resident Handbook, which is incorporated in and made a part of this Agreement. The Resident Handbook, among other things, describes various services available to Resident. The Community may amend, modify, supplement and restate the Resident Handbook from time to time, but any such amendments, modification and/or restatements shall be prior approved by the New York State Department of Health.

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

A. The Resident or the Resident's Representative, if any, shall be 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. Informing the Operator promptly of any change of name, address and/or phone number

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

1. 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.

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

XIII. Termination and Discharge.

A. Means of Termination.

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xiii), this Agreement and residency in the Community may be terminated in any of the following ways:

1. Mutual Agreement.

By mutual, written agreement between You and the Operator.

2. By You.

Upon thirty (30) days' written notice from You or Your Representative to the Operator of Your intention to terminate the Agreement and leave the facility.

3. By the Operator.

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/or any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and if You object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that court rules in favor of the Operator.

B. Involuntary Termination.

The grounds upon which involuntary termination may occur are:

You require continual medical or nursing care which the Five Star Premier Residences of Yonkers Assisted Living Residence – Adult Home is not permitted by law or regulation to provide;

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

You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits;

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 Community;

The Operator has had their operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility; and

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 Community to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate this Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, the notice will include the date of the termination which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object, and a list of free legal advocacy resources approved by the New York State Department of Health. 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 this 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 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/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 Your placement in a care setting which is adequate, appropriate, and consistent with Your wishes.

C. <u>Vacating of Room, Personal Property of Resident.</u>

Following either party's written notification of termination under this Agreement, this Agreement shall terminate on the effective date of the termination following the applicable notice period in accordance with this Section XIII (the "Effective Termination Date"), provided that, for the purpose of clarity, in the event of an involuntary termination of this Agreement by Operator, the Effective Termination Date shall be set by a New York court of competent jurisdiction, and then, only if the Operator initiated a court proceeding and such court rules in favor of the Operator. Resident shall be responsible for paying the Basic Rate and other charges due under this Agreement until the Effective Termination Date. Upon vacating the room for any reason including abandonment, termination of the Agreement by the Resident or Resident's death or transfer, Resident or Resident's family, personal representative or estate must remove all of Resident's personal affects and other personal property from the room. By this Agreement, Resident authorizes Operator to remove from the Room, within fourteen (14) days after Resident transfers from the Community or dies, any and all of Resident's personal affects. Under such circumstances, the Community will prepare an inventory of the property to be moved with a representative or fiduciary for Resident or his or her estate, if readily available. The Community may store such property at the expense of Resident or his or her estate, or may discard the property if not claimed within thirty (30) days of the date of removal.

D. Objection Rights.

1. You may object to the Operator about the proposed termination and may be represented by an attorney or an 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.

2. 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 the 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.

3. Both You and the Operator are free to seek any other judicial relief to which they may be entitled.

4. The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, wherever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

E. Couples.

Couples may occupy a private room. A couple must pay the Basic Rate, determined based on the type and size of the Room. If two Residents in a couple share a Room and it reverts to single occupancy during the term of this Agreement, and the remaining Resident elects not to transfer Rooms, the remaining Resident shall continue to pay the full Basic Rate for such Room and the then-current amount for the appropriate level of service for the Resident. Each Resident must execute his or her own unique Residency Agreement. Each Resident must independently satisfy the criteria to reside at the Community, as detailed herein.

XIV. Transfer.

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30) days notice or court review, for the following reasons:

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

2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself or others; or

3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Community to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate this 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 transferred. If such hand delivery is not possible, then the notice must be given by any of the methods provided by New York 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 Community and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities.

Attached as **Exhibit 11** 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 Five Star Premier Residences of Yonkers Assisted Living Residence – Adult Home. 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 Five Star Premier Residences of Yonkers Assisted Living Residence – Adult Home's operations and programs are attached as **Exhibit 12** and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Five Star Premier Residences of Yonkers Assisted Living Residence – Adult Home. Please refer to regulation at Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(x).

The Operator agrees that the Residents of the Five Star Premier Residences of Yonkers Assisted Living Residence – Adult Home 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.

A. Entire Agreement.

This Agreement constitutes the entire Agreement of the parties.

B. Amendment.

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.

C. Maintenance of Documentation.

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 Five Star Premier Residences of Yonkers Assisted Living Residence – Adult Home from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

D. Waiver of Provisions of Residency Agreement.

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

E. Optional Arbitration Agreement.

Concurrently with this Agreement, the Operator will present to Resident a separate, stand-alone Voluntarily Executed Mutual Arbitration Agreement in the form attached as **Exhibit 16** (the "Arbitration Agreement"). Execution of the Arbitration Agreement is entirely voluntary and is not a condition of admission to, or continued residency in, the Community, or of the receipt of any services. If Resident elects to sign the Arbitration Agreement, any disputes covered by the Arbitration Agreement will be resolved by binding arbitration in accordance with its terms. The Arbitration Agreement may be rescinded by written notice to the Community within thirty (30) days after the date Resident signs it. Nothing in this Agreement or in the Arbitration Agreement limits either party's right to communicate with or file a complaint with the New York State Department of Health or the New York State Long Term Care Ombudsman Program, to request an inspection of the Community, or to seek the judicial review of any involuntary discharge or transfer to the extent provided by applicable law. This paragraph and the Arbitration Agreement apply only to the extent permitted by applicable law. The Operator authorizes the Community's manager and agent to execute the Arbitration Agreement on the Operator's behalf as the Community's authorized representative.

XVIII. Agreement Authorization.

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated: _____ _____
(Signature of Resident)

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

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

Dated: _____ _____
(Signature of Operator or the Operator's Representative)

Personal Guarantee of Payment

[*Note: Personal guarantee of payment is optional. Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Residency Agreement.*]

Resident's Name: _____ Room Unit: ____

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

_____

_____

_____

_____ _____
(Date) Guarantor's Signature

_____
Guarantor's Name (Print)

Guarantor of Payment of Public Funds

[*Note: Guarantor of payment of public funds is optional.*]

Resident's Name: _____ Room Unit: ____

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 Monthly Rate and any agreed upon charges above and beyond the Monthly 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 1

IDENTIFICATION OF ROOM/LIVING SPACE

Resident's Name: _____ Room Unit: ____

Room Type: Studio One bedroom One Bedroom w/Den Two Bedroom

Room Share: Private Semi-Private

Room Floor:

Room Location/Directions to Room:

Room Description:

EXHIBIT 2

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes, Rules and Regulations, the Operator will provide You with:

- a standard single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition;
- a clean, comfortable, well-constructed mattress, standard in size for the bed;
- a clean comfortable pillow of average bed size;
- a chair;
- a table;
- a lamp;
- lockable storage facilities, which cannot be removed at will, for personal articles and medications;
- individual dresser and closet space for the storage of resident clothing;
- a hinged, lockable entry door;
- in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy; and
- two (2) sheets; pillowcase; at least one (1) blanket; a bedspread; towels and washcloths; soap; and toilet tissue.

EXHIBIT 3

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents are allowed to bring the items below, subject to space availability and prior approval by the Community. Check all those that will be furnished by You:

☐ Bed
☐ Nightstand
☐ Drawer
☐ Chair
☐ Bed Linen
☐ Pillow
☐ Bed Spread
☐ Bath Linens
☐ Wastebasket
☐ Couch
☐ Easy Chair
☐ Table
☐ Other: _____
☐ Other: _____

Residents are NOT ALLOWED to bring or use the items below:

- extension cords;
- burning candles; and
- portable heating equipment.

EXHIBIT 4

ADDITIONAL SERVICES, SUPPLIES OR AMENETIES

SERVICE	FEE
Guest Room (1 occupant)	$150.00 per night
Guest Room (2 occupants)	$175.00 per night
Additional Rollaway Single Bed	$25.00 per night
Guest Room Cancellation Fee (within 48 hours)	$125.00
Room Transfer	$1,000.00
Additional Housekeeping (polishing silver, cleaning oven)	$10.00 per 15 minutes
Replacement Apartment Key Fob	$15.00
Mailbox Keys	$15.00
Personal Emergency Response System Pendant Replacement	$175.00
Extra Maintenance Services	$15.00 per 15 minutes
Transportation Outside 7-Mile Radius	$12.00 per trip plus $2.00 per each additional mile
Room Lock Replacement	Labor and materials plus $50.00 administrative fee

EXHIBIT 5

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

At this time, the following providers offer home care and/or health care services under an existing arrangement with the Operator:

Certified Home Health Agency

Provider Name: Centers Choice Home Care

Licensure: #2148L001

Telephone No.: (646) 558-2555

Address: 5350 Kings Highway, Brooklyn, NY 11230

Licensed Home Care Services Agency

Provider Name: Centers Choice Home Care

Licensure: #2148L001

Telephone No.: (646) 558-2555

Address: 5350 Kings Highway, Brooklyn, NY 11230

Physical Therapy

Provider: FOX Rehabilitation

Telephone No.: 1 (877) 407-3422

Address: 7 Carnegie Plaza, Cherry Hill, NJ 08003

EXHIBIT 6

DISCLOSURE STATEMENT

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4) and (5), D&R Yonkers, LLC (the "Operator") as operator of Five Star Premier Residences of Yonkers (the "Community"), 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 to this Agreement as **Exhibit 15** of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate the community located at 537 Riverdale Avenue (Floor 2), Yonkers (Westchester County), New York 10705 as an Assisted Living Residence as well as an Adult Home.

   Select all that apply:

   ☐ The Operator does not have any additional certifications at this location.

   ☒ The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.

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

   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 Community 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 18 persons.
b. Special Needs Assisted Living services for up to a maximum of 40 persons.

The Operator will post prominently in the Community, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living Services 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 unit (or 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 living space within the Community.

3. Following is a list of other health-related licensure or certification statuses of the Operator or others providing services at the Community: Centers Choice Home Care, a licensed home health agency.
4. The owner of the real property upon which the Community is located is SNH Yonkers Properties Trust. The mailing address of such real property owner is Two Newton Place, 225 Washington Street, Suite 300, Newton, MA 02458. The following individual is authorized to accept personal service on behalf of such real property owner: Richard Doyle, 537 Riverdale Avenue, Yonkers, NY 10705.
5. The Operator of the Community is D&R Yonkers, LLC. The mailing address of the Operator is 537 Riverdale Avenue, Yonkers, NY 10705. The following individual is authorized to accept personal service on behalf of the Operator: the current Executive Director, 537 Riverdale Avenue, Yonkers, NY 10705.
6. List any ownership interest in excess of ten percent (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 Community.

_____**n/a**_____
_____
_____

7. List any ownership interest in excess of ten percent (10%) (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of the Community, in the Operator.

_____**n/a**_____
_____
_____

8. All Residents have the right to receive services from any provider, regardless of whether the Community has an arrangement with the provider.

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

10. The Community is a private pay facility. However, for your information, you may wish to

investigate the availability of public funds for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services.

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

12. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsperson to advocate for the resident. The Local LTCOP telephone number is (914) 345-5900 ext. 7522. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

13. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-487 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

EXHIBIT 7A

RATE OR FEE SCHEDULE

Resident Name: _____

Unit #: _____

A. Your Basic Rate: $[_____]

See **Exhibit 7B** for details regarding the Basic Rates.

The Basic Rate is made up of:

(i) the services, supplies, and amenities set forth in Section I and III of the Residency Agreement;

(ii) the type of room sought.

B. Monthly Rate: $[_____]

See **Exhibit 7B** for details regarding the Basic Rates and Level of Service rates.

The Monthly Rate is made up of:

(i) The Basic Rate, which is _____; and

(ii) The Resident's Level of Service rate, which is_____.

C. Fees for Supplemental, Additional or Community Fees: $[_____]

See **Exhibit 7C** for a list of Supplemental, Additional or Community Fees.

D. Your Total Move-In Costs: $[_____]

EXHIBIT 7B

TIERED FEE ARRANGEMENTS

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

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

The Community ☒ does ☐ does not utilize tiered fee arrangements.

Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. If the comprehensive assessment indicates that You require services in excess of the basic personal care level, You will be placed in the appropriate Tier for Your level of care and You will be required to pay the associated additional fees, as follows:

1. Room Type

Your Basic Rate will be determined by the type of room you choose. The options are: a studio, a one bedroom, a one bedroom with a den, or a two bedroom. If you do not require any Assisted Living Health Care Services, you will just pay the Basic Rate for the type of room you choose (in addition to any supplemental, additional or community fees). If you do require a Level of Service, you will pay for the Level of Service you require in addition to your type of room's Basic Rate (in addition to any supplemental, additional or community fees). Your Level of Service rate, plus the Basic Rate will determine your Monthly Rate.

In the event that two non-related Residents occupy the same Room (a "Shared Room"), each Resident shall be responsible for payment of the applicable monthly ("Semi-Private") rate for that Room. Accordingly, each Resident of a Shared Room shall pay the full Semi-Private rate in its entirety. If, at any time, a Shared Room ceases to be occupied by two Residents for any reason, the remaining Resident shall continue monthly to pay the Semi-Private rate, and the then-current amount for the appropriate level of service for the Resident, until another resident is admitted to the Room. Each Resident must execute his or her own unique Residency Agreement. Each Resident must independently satisfy the criteria to reside at the Community, as detailed herein.

Please see below for the Basic Rate for each type of room.

Room Type	Basic Rate
Studio – Private	**$_____ per _____**
Studio – Semi-Private	**$_____ per _____**
One bedroom – Private	**$_____ per _____**
One bedroom – Semi-Private	**$_____ per _____**
One Bedroom with Den – Private	**$_____ per _____**
One Bedroom with Den – Semi-Private	**$_____ per _____**
Two Bedroom – Private	**$_____ per _____**
Two Bedroom – Semi-Private	**$_____ per _____**

Prices effective as of: _____

2. Levels of Service

The following Levels of Service are offered at the Community. The Level of Service will be in addition to your Basic Rate. The Level of Service rate, plus your Basic Rate, combined will equal your Monthly Rate.

Personal Care Services are defined as supervision or assistance with your activities of daily living, such as: bathing or showering; getting dressed or undressed; grooming (shaving, combing hair, brushing teeth, etc.); dining service, mobility in the community, or physical assistance with transferring from a bed to a chair; safety or continence management. Point values are assigned to each of these services, based on the amount of staff supervision or assistance required to perform the service.

Our Level of Care Pricing Program is comprised of four (4) specific levels of care/services. Each level is assigned a standard range of points, as indicated below. The points correspond to points assigned when an assessment is completed using the Community's Assessment tool. The tool evaluates certain relevant factors, including a resident's fall risk, elopement risk, and mental, physical, and emotional health status. Pricing of each level is determined by the overall amount of services provided.

The actual cost of you service plan will also depend on the personal care services and "flat fee" licensed nursing services you choose and how much support you need for the services delivered, as detailed in **Exhibit 7C** (Supplemental, Additional or Community Fees).

Service Levels	Points	Monthly/Daily Rates
Basic Service	**0-5**	**$_____ per _____**

Level of Care 1	**5.1-15**	**$_____ per _____**
Level of Care 2	**15.1-30**	**$_____ per _____**
Level of Care 3	**30.1-40**	**$_____ per _____**
Level of Care 4	**40.1 & over**	**$_____ per _____**

Prices effective as of: _____

FIVE STAR SENIOR LIVING a division of AlerisLife

Resident Level of Care Evaluation

Resident:	Effective Date:	Location:
Proposed Admission:	LOC Level:	Medication Level:
	MORSE Fall Score:	Elopement Risk:

MORSE Fall Risk Evaluation		
Is resident on a unit that requires quarterly evaluations?	**Pts**	**Score**
A. No		
B. Yes		
1. Has the Resident fallen in the last 6 months?	**Pts**	**Score**
1. No	0	
2. Yes	25	
2. Secondary Diagnosis		
1. No	0	
2. Yes	15	
3. Ambulatory Aid		
What ambulatory aids if any, does the resident use?		
1. None bedrest/wheelchair/caregiver assist	0	
2. Uses crutches, cane or walker	15	
3. Uses Furniture for support	30	
4. Does the resident have Oxygen Tubing?		
1. No	0	
2. Yes	20	
4. Gait		
What type of gait does the resident exhibit?		
1. Impaired - difficulty rising from chair, uses chair arms to get up, bounces to rise	20	

- keeps head down when walking, watches the ground - grasps furniture, person or aid when ambulating. Cannot walk unassisted.		
2. Weak - stooped but able to lift head without losing balance - steps are short, resident may shuffle.	10	
3. Normal/bedrest/wheelchair - walks with head erect - arms swing freely at the side - strides without hesitation.	0	
Mental Status	**Pts**	**Score**
Mental Status measures the resident self- assessment of his/her own ability to ambulate. Ask the resident, “Are you able to go to the bathroom alone, or do you need assistance?”		
Does the resident’s response to the above indicate they know the limits of their abilities to ambulate safely?		
1. Knows own limits	0	
2. Overestimates or forgets limits	15	
Summary Score	**Pts**	**Risk**
Morse Fall Scoring: High Risk 45 and higher Moderate Risk 25-44 Low Risk 0-24		

Elopement Risk Screening Senior Living				
Reason for evaluation			**Pts**	**Score**
Is resident on a unit that requires quarterly evaluations?				
A. No				
B. Yes				
1. Resident Status/ Condition				
1. Mobility				
a. Needs total assistance	0			
b. Some assist	2			
c. Fully ambulatory	4			
2. Mental Status				
a. Alert, oriented x 3	0			
b. Disoriented, no wandering	2			

c. Wanders aimlessly	4			
3. Emotional Status				
a. Happy with placement	0			
b. Content with placement	2			
c. Voices desire to leave	4			
4. History of Elopement Attempts				
a. No attempt	0			
b. Voices, but no action	4			
c. Has made 1+ attempt	10			
5. Behavior Management				
a. No behaviors noted	0			
b. Able to redirect	2			
c. Difficult to redirect	4			
6. Medications (antipsychotic, mood altering)				
a. None present	0			
b. One present	2			
c. Two or more present	4			
7. Diagnoses (dementia, any type of mental health diagnosis)				
a. None present	0			
b. One present	2			
c. Two or more present	4			

Summary Score	**Pts**	**Risk**		
Elopement Risk Scoring: 0 - 9 points Not at Risk, 10 and higher At Risk for Elopement				

HW. Health and Wellness Services

1. HEALTH AND WELLNESS SERVICES:	Pts	Score
1. I am able to identify my own health/wellness needs and I only receive monthly wellness checks.	0	
2. I require monthly treatments/health services/support from nursing (e.g., pacemaker checks, lab monitoring, weights, VS)	1	
3. I require weekly treatments/health services/support from nursing (e.g., pacemaker checks, lab monitoring, weights, VS)	2	
4. I require daily treatments/health services/support from nursing (e.g., pacemaker checks, lab monitoring, weights, VS)	3	
5. I require monitoring/assistance with oxygen/CPAP.	3	
6. I require special services (e.g., visual checks, hourly checks, night checks, additional safety monitoring, additional health monitoring)	3	
1a. Additional Services Required		
Physical Therapy Home Health Services Private Duty Services Hospice Services Nursing Home Care Other (specify):	n/a	n/a
AMB Ambulation		
1. AMBULATION NEEDS (Select ONE):	**Pts**	**Score**
1. I am able to ambulate independently (may use cane, walker, wheelchair independently). I walk / wheel self with minimal assist, I need occasional/ordinary course verbal cues and/or reminders.	0	
2. I walk / wheel self with minimal assist, I need frequent verbal cues and/or reminders, including stand-by assistance.	1	
3. I need continuous stand-by supervision for ambulation on a regular basis.	2	
4. I need physical assistance with ambulation on a regular basis.	4	
5. I require prompting/assistance to vacate the building in an emergency.	4	
6. I need frequent reminders from staff to use my safety device when I ambulate	2	
7. I am non-ambulatory/bed bound or dependent on staff for my ambulation needs.	6	
2. Does the Resident use any assistive devices? (Select ALL that apply):		
None Walker/cane Gait Belt Wheelchair Scooter Wall/furniture Other (specify):	n/a	n/a
I use a motorized chair / scooter to maximize independence with mobility.	3	
FAL. Falls		

1. FALL RISK (Select ONE):	Pts	Score
1. I am a low risk for falls based on the fall evaluation.	0	
2. I am at moderate risk for falls based on my fall evaluation.	4	
3. I am at high risk for falls based on my fall evaluation	6	

TR. Transfers

1. TRANSFER ABILITY (Select ONE):	Pts	Score
1. I am independent with transfers.	0	
2. I can transfer with minimal assist and/or may need cueing or reminders.	0	
3. I need stand-by supervision for transfers on a regular basis.	3	
4. I need physical assistance for transfers on a regular basis. I am able to bear weight during transfers.	5	
5. I am bed bound or dependent on staff for transfers on a regular basis.	8	
6. I require the assistance of 2 staff members for transfers.	8	

3. Does the Resident use any assistive devices for transfers? (Select ALL that apply):		
None Slide board Trapeze Mobility/transfer pole/bar Toilet riser Quarter rails Wall mounted bars Pivot disc Hoyer/Mechanical Lift Other (specify):	n/a	n/a
I need a Hoyer / Mechanical lift for all transfers	3	

BAT. Bathing

1. BATHING (Select ONE):	Pts	Score
1. I am independent in bathing and require no assistance other than occasional verbal cues and/or reminders.	0	
2. I require staff standby supervision: set up, frequent verbal cues and/or frequent reminders to complete tasks.	1	
3. I need physical assist with bathing but I can participate in part of the bathing activity.	4	
4. I am dependent on staff for my entire bathing activity.	5	
5. I may RESIST bathing activities.	6	

2. Focus: ADL Needs: Bathing			
I require 2 or more staff to assist with my bathing	2		
3. The number of additional showers beyond two per week:			
Enter the number of additional showers		Multiply the number by 2	
GR. Grooming			
1. GROOMING:	**Pts**		**Score**
1. I am independent in grooming myself and require no assistance other than occasional verbal cues and/or reminders.	0		
2. I need stand-by supervision; set up, frequent verbal cues and/or frequent reminders to complete tasks.	1		
3. I need physical assistance for grooming. I will be able to participate in part of the grooming activity.	2		
4. I am dependent on staff for entire grooming activity.	3		
5. I RESIST care.	6		
2. Focus: ADL Needs: Grooming			
I require two or more staff to assist with my grooming routine.	2		
3. Does the Resident have dentures?			
No Upper dentures Lower dentures Upper and lower dentures Other (specify):	Partials (specify):	n/a	n/a
DR. Dressing			
1. DRESSING:	**Pts**		**Score**
1. I am independent with dressing and require no assistance other than occasional verbal cues and/or reminders.	0		
2. I need stand-by verbal cues/reminders or frequent assistance with zippers, buttons, shoes, etc.	1		
3. I need stand-by supervision with part of dressing or require continuous direction/encouragement to dress, and require assistance with clothing selection.	2		
4. I need physical assistance with dressing. I will be able to participate in some of dressing activities. I need frequent clothing changes. I need application of anti-embolism stockings.	3		

5. I am dependent on staff for entire dressing activity.	6	
6. I may RESIST care.	6	
2. Focus: ADL Needs: Dressing		
I require two or more staff to assist with dressing.	2	
I require more than one change of clothing per day, i.e., morning and pm care	2	
BB. BOWEL and BLADDER		
1. CONTINENCE MANAGEMENT:	**Pts**	**Score**
1. I am independent and manage my continence needs including the ability to change and dispose of incontinence products appropriately. I need occasional verbal cues and/or reminders to use the bathroom but am independent in toileting activities.	0	
2. I need frequent verbal cues/reminders, including stand-by assistance, to use the bathroom but am independent in toileting activities.	1	
3. I need continuous supervision during toileting activities and/or periodic assistance (at night only) emptying my commode/urinal.	2	
4. I need physical assistance with my toileting tasks ; timed toileting program ; incontinent care. I am able to participate in some toileting activities.	3	
5. I am dependent on my caregivers for all continence management needs, needs assist every 1-2 hours.	6	
6. I may RESIST care.	6	
1a. Resident requires assistance with ostomy/catheter care		
1. Catheter	6	
2. Ostomy/ileostomy	6	
3. I require the assist of 2 or more staff with toileting	2	
4. I need additional housekeeping/cleaning services related to incontinence management.	2	
NUT. NUTRITION		
1. Eating Needs:	**Pts**	**Score**

1. I can eat independently or with set up only. I need occasional verbal cues and/or reminders to attend meals.	0	
2. I need frequent verbal cues/reminders, including stand-by assistance, to attend meals; assist with menu selection; opening containers, packets, etc.	1	
3. I need stand-by assistance; may need directions/cueing to complete meal.	3	
4. I require continuous supervision; require monitoring of food/liquid intake and or swallowing problems.	4	
5. I require physical assist with meals or escort to meals. I can participate in part of the dining activity but may be unsteady or need adaptive equipment.	6	
6. I am dependent on care team members for eating and may need to be fed.	8	
A1. I require / request routine tray delivery and pick up service		
1. Breakfast	Tray service not offered	
2. Lunch	Tray service not offered	
3. Dinner	Tray service not offered	

OB Orientation and Behavior

1. ORIENTATION AND BEHAVIOR:	**Pts**	**Score**
1. I am oriented; alert; cooperative with good behavior control.	0	
2. I have mild confusion but am generally cooperative. I may be disoriented to some spheres at times.	1	
3. I am moderately confused and may have some unpredictable behaviors or require moderate emotional support.	3	
4. I have severe confusion or am non-verbal requiring constant redirection and monitoring.	5	
5. I may frequently have socially inappropriate behaviors.	5	
6. I require staff intervention to control verbal and/or physically abusive behaviors or to provide extensive emotional support/observation.	6	
2. Behaviors		
Resident exhibits resistance to care and / or needs encouragement to accept care	3	

ELOP. WANDERING/ELOPEMENT RISK

1. WANDERING OR ELOPEMENT BEHAVIORS:	Pts	Score
1. I do not wander or exhibit purposeless ambulation.	0	
2. I wander inside the community but do not leave the building. I can be easily redirected. I may be confused at times and may be a potential for unintended exit.	4	
3. I wander inside the community and may enter other resident's rooms. I require supervision and redirection.	6	
4. I wander continuously and demonstrate exit seeking behaviors and am a risk for elopement. I may resist redirection.	8	

M. Medication Assistance Review	
Resident Need for Medication Assistance Is (SELECT ALL THAT APPLY) (Medication Management services, if needed, are included in the Basic Rate.)	**Check One:**
1. Resident is independent with medications	
2. BASIC: Oral medication assistance/administration up to 2 times daily and/or 9 meds or less.	
3. COMPLEX: PT/INR monitoring by staff.	
4. COMPLEX: Administration of IM/SC/Transdermal/PRN/Nebulizer treatment medication (as allowed by state regulations).	
5. COMPLEX: Medication administration 3 or more times a day and/or great than 9 meds daily.	
6. COMPLEX: Medication storage and maintenance of non-standardized packaging.	
7. Resident is on no medications.	
Medication Administration (Medication Management services, if needed, are included in the Basic Rate.)	**Check One:**
No Medication Administration	
Basic Medication Administration Services	
Complex Medication Administration Services	
LEVEL OF CARE SCORE	
Total score of all level of care points	
Level of Care	
Basic	0 - 5 points
Level 1	5.1 - 15

Level 2	15.1 - 30
Level 3	30.1 - 40
Level 4	40.1 and greater

FVE Secured Unit Admission Evaluation	Yes	No
1. Does the individual have a history or current issue with psychiatric/mental illness diagnosis?		
2. Does the individual have a diagnosis of Frontal Lobe, Lewy Body's Dementia, or Huntington Disease?		
3. Is the individual a serious danger to self and others?		
4. Has the individual expressed physically abusive/combative behaviors?		
5. Does the individual have a primary diagnosis of Alzheimer's Disease or related dementia disorder?		
6. Does the individual habitually wander or would wander out of the building and not be able to find their way back?		
7. Is the individual free of communicable diseases which would require isolation?		
8. If infection is present is individual being actively treated?		
9. Is the individual able to assist in dressing and bathing?		
10. Is the individual able to assist in toileting process?		
11. Is the individual able to feed self with verbal cues and hand over-hand assistance?		
12. Is the individual's family/representative familiar with and in agreement with the move in criteria, philosophies and guiding principles of the Bridge to Rediscovery Program?		
13. Individual's family/representative is aware of move in and move out criteria		
Scoring Instructions: If the answer to any questions from 2-4 is "YES", then move in acceptance must be approved by the Regional Director of Health. If the answers to questions 5-13 are "YES", and meet state specific regulatory requirements, then the individual qualifies for move in. If the answer to questions 5-13 are "NO", then the individual must be further reviewed for appropriate placement approval		
Did RDH approve Move in?		

EXHIBIT 7C

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

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

SERVICE	FEE
Community Fee At the time the Resident signs this Agreement, Resident shall pay to the Community a non-refundable Community Fee. **THE COMMUNITY FEE IS NON-REFUNDABLE** except as follows: if the Resident terminates this Agreement by giving a written notice within sixty (60) days after the Effective Date, and fully vacates the Room (including the removal of all personal possessions) within ninety (90) days after the Effective Date, then Operator will refund the Community Fee to Resident, but Operator will deduct (and retain) TBD dollars ($TBD). The Community Fee helps defray the initial direct and indirect nonrecurring, non-administrative expenses. A prospective resident may choose to accept the Community Fee as a condition of residency at the Community or to reject the Community Fee and thereby reject residency at the Community.	Equal to one month's payment of the Basic Rate
Private Transportation 8:30am-4pm, Monday thru Friday Rates are door to door, waiting time is charged at the same hourly rate as service time. Time is billed in quarter hour increments. A fraction of a quarter hour is billed as a quarter hour.	$20 per hour
Guest meal – breakfast	$4
Guest meal – lunch	$6
Guest meal – dinner	$14 Sunday thru Thursday $18 Friday and Saturday
Telephone service	Priced by vendor (Verizon; Privatel)
Minor clothing alterations (button replacement, etc)	Priced per item
Additional housekeeping (e.g. polishing silver)	$25 per hour
Additional engineering/maintenance services (e.g., assembling personal furniture or non-medical personal equipment) (routine maintenance, e.g., light fixture maintenance, smoke detector maintenance, plumbing maintenance, electrical maintenance, HVAC maintenance, is included in the Basic Rate)	$35 per hour $10 minimum plus cost of materials
Returned Check Fee	$35 per check
Key replacement	$10 per key
Door lock replacement	$50 plus labor and materials
Key card replacement	$10 per card
Emergency call pendant replacement fee	$50 per pendant
Copies	.10-.15/side, depending on size
Domestic Fax service	$ 1 per page
International Fax Service	$2 per page

<table>
<tr><td>Reserved parking space</td><td>$85 per space</td></tr>
<tr><td>Dry cleaning</td><td>Prices set by dry cleaning service provider</td></tr>
<tr><td>Beauty salon services</td><td>Prices set by beauty salon operator</td></tr>
<tr><td>Incontinence Management supplies

<table>
<tr><th>Total Incontinence Management (TIM) Plan</th><th>Size</th><th>Delivery</th><th>Price</th></tr>
<tr><td>PADs Only</td><td>Universal</td><td>1 box per month</td><td>$50.00</td></tr>
<tr><td>TIM Active</td><td>Universal</td><td>1 box per month</td><td>$105.00</td></tr>
<tr><td>TIM Lite</td><td>Small – XL</td><td>1 box per month</td><td>$135.00</td></tr>
<tr><td>TIM Lite</td><td>2XL & 3XL</td><td>1 box per month</td><td>$175.00</td></tr>
<tr><td>TIM Standard</td><td>Small – XL</td><td>2 boxes per month</td><td>$200.00</td></tr>
<tr><td>TIM Standard</td><td>2XL & 3XL</td><td>2 boxes per month</td><td>$265.00</td></tr>
<tr><td>TIM Plus</td><td>Small – XL</td><td>2 boxes per month</td><td>$240.00</td></tr>
<tr><td>TIM Plus</td><td>2XL & 3XL</td><td>2 boxes per month</td><td>$305.00</td></tr>
</table>
</td><td>$50.00 to $305.00 per month, depending on Incontinence Management package requested by Resident (details available upon request)</td></tr>
</table>

Prices effective as of: _____

*Please note that Operator can provide you with additional services at fees to be determined at the time the service is requested or Operator can help you locate someone in the Community to help you. Please note that these prices are subject to change from time to time.

EXHIBIT 8

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Resident's Name: _____ Room Unit: ____

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

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

EXHIBIT 9

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Complete and attach the DOH-5194 here.
Resident's Name: _____ Room Unit: ____

EXHIBIT 10

RESIDENT HANDBOOK

(SEE BELOW)

ASSISTED LIVING

AND

MEMORY CARE

HANDBOOK

Dear Resident,

Welcome to Five Star Premier Residences of Yonkers! Our community is meticulously crafted to enrich your lifestyle, emphasizing services that champion individual freedom and well-being. We take pride in being one of the finest senior living communities in the country, and we hope you find the warmth and hospitality of our community, as well as the dedication of our staff, to be truly enjoyable.

This handbook serves as a valuable resource, offering essential information about Five Star Premier Residences and its operations. Please keep it for future reference. Feel free to reach out to me or other key staff members with any questions you may have.

We continually evaluate and enhance our operations, and periodic updates to this handbook may occur. Simply replace the relevant pages when we provide you with new ones.

Recognizing that you, as a resident, contribute to the spirit of our community, we shape our programs based on your interests, needs, and personal involvement.

We understand that adjusting to a new environment takes time. Your decision to join us reflects your faith and trust in us as a premier Senior Living Community, and we are delighted to have you here.

My door is always open to you. On behalf of the entire staff, I extend a warm welcome.
Sincerely,

Rob Tennant

Rob Tennant
Executive Director
Five Star Premier Residences of Yonkers

TABLE OF CONTENTS

MISSION STATEMENT

To honor and enrich the journey of life, one experience at a time.

STAFF DIRECTORY

Concierge Front Desk	914-423-2200 Ext. 1100/1148	Transportation	914-423-7200 Ext. 1160

ADMINISTRATION	TITLE	DEPARTMENT	EXTENSION
Rob Tennant	Executive Director	Administration	481107
Sydney Fitzgerald	Business Office Manager	Administration	481111
Ruth Tamarez	Director of Hospitality & Resident Relations	Administration	481102
Sales & Marketing Department 914-709-1234			
Angela Ciffone	Director of Marketing	Sales & Marketing	481115
Carline Gordon	Sales Counselor	Sales & Marketing	481104
FAX		914-378-9062	
Facilities			
Rawlison Torres	Director of Facilities	Facilities	481109
Glenda Yunes	Housekeeping Manager	Facilities	481125
Maintenance Shop	481130	Laundry Room	481144
Fox Rehabilitation			
Carol Marquez	Director of Rehabilitation (PT, OT, Speech Therapy)	Rehabilitation Room 717	481170 FAX: 914-709-1432
Life Enrichment			
Jenna Carter-Johnson	Director of Life Enrichment	Life Enrichment	481141
Alina Rajan	Life Enrichment Memory Care	Life Enrichment	481139

Food & Beverage			
Tracey Warren	Food & Beverage Director	Food & Beverage	481115
Joe Vanbrakle	Executive Chef	Food & Beverage	481105
Kitchen	Main Kitchen	Food & Beverage	481124
Kitchen	5th Floor Kitchen	Food & Beverage	481146
Dining Services			
Monica O'Brien	Director of Dining Services	Dining Services	481128
Rafael Martinez	Dining Room Manager	Dining Services	481131
Dining Room Reservations		Dining Services	481142
Personal Care			
Anne Whelan	Director of Health & Wellness	Personal Care	481127
	Assistant Director of Health & Wellness	Personal Care	481149
Latoya Gordon	Director of Memory Care	Memory Care	481168
Zuie Glasgow	Social Worker	Personal Care	481126
Memory Care Nurse Station	481138	4th Floor Nurse Station	481143
3rd Floor Nurse Station	481153	5th Floor Nurse Station	481161
Common Areas			
6th Floor Laundry Room	481163	Transportation	481160
Fax Numbers			
Administration	914-423-7005	3rd Floor Nurse Station	914-709-2803
Sales	914-378-9062	4th Floor Nurse Station	914-423-7007
Memory Care Nurse Station	914-423-7006	5th Floor Nurse Station	914-423-7001

NURSING DEARTMENT PHILOSOPHY STATEMENTS

Five Star Premier Residences of Yonkers, carefully selects its nursing staff. Our staff includes Registered Nurses (RN), Licensed Practical Nurses (LPN's), and a trained and oriented Personal Care staff that have completed approved New York State training programs.

It is Five Star Premier Residences of Yonkers, policy to maintain a nursing staffing level in excess of mandated staffing patterns as well as other comparable personal care facilities, in order to provide personalized attention to residents based on individual needs.

The Director of Health & Wellness, who would be happy to assist you with any health care needs, heads our pleasant and professional staff. The nursing personnel each have a special function in ensuring you receive excellent care.

Listed below is a brief explanation of the different staff positions and their functions within the Personal Care Department:

Director of Health & Wellness

The Director of Health & Wellness is a licensed professional who has met the care training requirements required by the State of New York. This person is an RN who is responsible for the supervision of the personal care and medication management services within the Personal Care (Assisted Living & Memory Care) floors. This position reports to the Executive Director.

Nurses

The Assisted Living & Memory Care nurses are all LPN's. All medical questions or concerns should be directed to the nurses. The Personal Care floor's nurse supervises the Personal Care Aides (PCA's) and are responsible for care on their floor. They also assist with medications to those residents who require medication management. The Personal Care floor nurses report to the Director of Health & Wellness.

Personal Care Aides

The PCA's provide most of the direct care. They will be the people assisting you with dressing, bathing, etc. They are not nurses and thus they cannot give treatments, nor give medical advice. PCA's will communicate your medical needs to the Personal Care floor nurse, the Director of Health & Wellness to assure prompt attention.

COMMUNITY AREAS

Beauty & Barber Shop

Professional services are available in the Beauty and Barber Salon located on the 6th floor. The hours of operation will be determined according to volume of business. Charges for haircuts and styling will be posted within the Salon. Please reach out to the Front Desk to get in touch with our hair stylist Aida to schedule an appointment. We do not employ any of the personnel who work in the Salon. Therefore, if tipping is customary for you in this area, please feel free to continue.

Personal Care Department

Five Star Premier Residences of Yonkers places an emphasis on the importance of having spacious areas to socialize and to enjoy special programs. With this in mind, the Community rooms on the 3rd, 4th, 5th floors have been designed to create a relaxed environment for residents to enjoy themselves. These rooms are designed to be an extension of your home. There are no designated hours, so feel free to use them at your convenience.
They include one Television Living Room (4th Floor), a main Dining Room (5th Floor), a resident's lounge (5th Floor), and a large activity space (3rd Floor).

Mail & Information Center for Personal Care

The Mail and Information Center is located on the 5th floor. It contains your U.S. Postal Service mailbox and your Community mailbox where you will receive memos, newsletters and announcements. In addition, you will find literature on all programs and events at the Community. Please make a stop in the Mail and Information Center as part of your daily routine.

Memory Care

The second floor has a large and small discovery garden and three home-like kitchen areas, three lounge areas and a centrally located activity room.

Mail & Information Center for Memory Care

Nurses will hold important mail for family and other mail will be distributed by staff to the residents. We would appreciate that a change of address with the post office be done ASAP to ensure important documents go directly to necessary party.
All mail will be sorted and left at the nurses' station for the family/POA to pick up periodically. We will mail what hasn't been picked up at a cost to the resident.

COMMUNITY INFORMATION, POLICIES & SERVICES

Administrative Offices

The Administrative Office is located on the first floor just off the lobby. This is where you can locate the Executive Director, the Business Office Manager and the Administrative Assistant. The Administrative offices are open Monday through Friday from 9:00 a.m. until 5:00 p.m. These offices will be closed on weekends and holidays.

The Director of Health & Wellness office is located on the 5th floor, just before the dining room. Director of Memory Care's office is on the 2nd Floor, just beyond the Nurse's station.

Billing

Your monthly statement is mailed on or about the 20th of each month for the upcoming month. Your statement will include the monthly service fee, charges for guest or extra meals, fees for additional services, and other charges you and/or your guests may have incurred. Please remember that the monthly service fee is billed in advance, while all additional charges are billed in arrears. An itemized list of charges that you authorized will be included with the bill.

All payments are due on the 1st, but no later than the 10th of each month. Any questions on accounts should be directed to the Business Office located in the Administration Office. Please remember that payments not received by the 10th of the month are considered delinquent and will be assessed a late fee equal to 1.5% of the amount of delinquent total fees. We will also assess a $35.00 fee, if your check or Automatic Payment is returned.

Payments can be dropped off Monday through Friday between 9:00 a.m. and 5:00 p.m. in the Administrative Office.

Community Computers

Computers, with Internet access, are available and located in the **4th floor Activity Room.**

Concierge

The Concierge is located in the Main lobby and serves as the hub of communication and resident business. The Concierge can be reached for needs 24 hours at 914-423-2200 ext. 481100.
For your protection, Five Star Premier Residences of Yonkers requires that all visitors register with the Concierge. This MUST include family and friends. Residents also must sign in and out of the Residence when exiting or entering the building.

Some functions of the Concierge are:

- To generate work order requests for Engineering or housekeeping tasks
- To provide miscellaneous assistance and information.

Confidential Information

All Residency Agreements and related documentation, including your Personal Financial Statement and Medical Profile will be kept confidential. Five Star Premier Residences of Yonkers, will not disclose any information regarding any resident to anyone under any circumstance, unless authorized in writing by the resident or their legal representative. This includes giving out resident telephone numbers.

Copy & Fax Service

Requests for copies & faxes can be accommodated during the hours that the Administrative Office is open.

Deliveries – General

We request that you notify the Concierge of any expected deliveries as far in advance as possible. When a delivery arrives, you will be notified so that you can receive it. If you are not home, Five Star Premier Residences of Yonkers, may not be able to accept a delivery for you as we have very limited facilities to store large packages or other bulky items. Delivery persons are not permitted to transact business on the premises, unless authorized by the management.

We cannot accept COD packages or groceries. For your convenience, we have identified local businesses such as grocers that provide delivery services. It is your responsibility to pay for all items delivered. A listing can be found under the Neighborhood Services in the last section of this Handbook.

Department of Health Rules & Regulations

Our Personal Care Residence (floors 2 through 5) are licensed from the Department of Health. The Director of Health & Wellness is responsible for carrying out the compliance of the regulations. Should you have questions, please make an appointment or ask for an additional copy of the Consumer Information Guide which helps briefly in explaining the regulations

Dining at Five Star Premier Residences

Realizing that pleasant and attractive meals add to the enjoyment of life, we have taken special care to make our dining service an enjoyable experience. All of our staff is trained to be courteous and professional. Should you have any comments or suggestions please feel free to communicate them to the Food & Beverage Director (ext. 481105) or Dining Room Managers (ext. 481128 or 481131). Of course, compliments are always welcome.

Three meals each day are offered and served in our 5th floor dining room for residents who reside on the 3rd, 4th and 5th floors. For residents residing on the 2nd floor, 3 meals each day are offered and served family style in the dining areas on the floor. A selective menu is offered to allow numerous choices of food items.

The Five Star Premier Residences of Yonkers, Personal Care Administration believes that it is in the best interest of the residents to eat in the dining room with fellow residents. Therefore, unless you are medically unable to leave your apartment, we anticipate that you will receive your meals in the dining room. Refer to the Ancillary Charge (in your Lease Agreement) list for the room service fee.

Dining Room Hours

Breakfast	7:30 a.m. to 9:30 a.m.
Lunch	11:30 a.m. to 1:30 p.m.
Dinner	5:00 p.m. to 6:45 p.m.

If at any time you would like to meet with our Executive Chef, please call the Concierge to schedule an appointment.

Hudson View Café (located near Yonkers Room):

Hours Daily: Monday – Saturday 10:00 a.m.- 2:30 p.m.

Store (located near Transportation Office):

Hours Daily: Sunday 11:00 a.m. – 3:00 p.m.

Dining for Guests:

We realize family and friends are a very important part of your life and encourage you to invite guests to share in the enjoyment of dining at Five Star Premier Residence. To better serve you and your guests, the following policies apply to guest meals:

You must contact one of our Dining Room Managers to make reservations when guests will be joining you for a meal. Please call in your reservation as soon as possible and include the number in your party to help us accommodate sufficient seating. We must reserve the right to accept your reservation based upon available seating.

Residents will sign for all guest meals served. Applicable charges (per your Lease Agreement) will appear on the next monthly statement. Please make your guests aware of our dress code as well as our No Tipping Policy. The resident host must always accompany guests

Dining for Private Parties:

The Dining Room Manager at 914-423-2200 ext. 481128 or 481131 for Assisted Living Dining Room will be glad to arrange for catering services at your request. You will be billed for all applicable meal costs and the expense of any additional service staff. Elaborate or special purchase menu items will involve an additional food charge and we require at least a two-week notice. The charges for any special or additional services will be established at the time of your request and will appear on your next month's statement.

Diets:

Our menus are designed to offer quality food choices for an optimal dining experience. Menus consist of the freshest products available in the market and make use of regional and seasonal selections. If your physician feels you need a more restrictive diet due to medical conditions, Specialized Diets are available.

Dress Code

Residents and their guests are to dress in acceptable and tasteful clothing when frequenting the common areas of the community such as lounges and recreational areas.

At dinner time we wish to maintain a presentable dress code in the dining room. At dinner, jackets for gentlemen are optional but we do request that long pants be worn. Ladies are recommended to wear dresses or attractive pants. Please no shorts for guests or residents.

Residents are responsible for their guests' adherence to the Dress Code.

Elevators

The elevators throughout the Community have been installed with many safety devices to insure their dependability. In the unlikely event of an elevator malfunction, an alarm button, located directly below the control panel, may be used for assistance. The button will automatically contact a monitoring service that will, in turn, notify us.

There is a separate set of elevators for the Personal Care Residences (3rd – 5th Floors) and Memory Care (2nd Floor), which is located through the main lobby and which can also be accessed through the Hudson View exterior door on the north side of the building.

Emergency Response System

In an effort to provide a state of the art emergency response system, Five Star Premier Residences of Yonkers, has incorporated systems in your home, which provide you the means to alert staff in the event of a health emergency.

Should you have a personal medical emergency, dial 911 to request an ambulance, and then activate your pendant or the unit located in your home, which will notify Five Star Premier Residences of Yonkers staff of your need for assistance. The neck pendant should be utilized ONLY in emergency situations. A designated staff person will respond to you. Excessive usage of the pendant may result in a reevaluation due to the increased care provided. In case of lost pendant, there will be a $175 replacement charge.

In emergency or life-threatening situations, the responding emergency medical personnel, not our staff, will make all acute care decisions and arrange to transport you to the nearest, most appropriate care setting. **Please note, we are not permitted to assist with lifting during falls or provide first aid beyond our scope.** In emergency situations, staff will make every effort to communicate with family or friends whom you have previously designated.

Employee Relations

We expect Community employees to be courteous and helpful at all times. If this is not the case, please direct any concerns about an individual employee directly to the appropriate Departmental Supervisor, Director of Health & Wellness or the Executive Director. Please communicate any requests or concerns about an employee to their supervisor, rather than to the employee directly. This will help us to maintain consistent levels of service. Of course, always feel free to extend compliments to any employee for appreciated service and share it with their supervisor.

It is a policy of Five Star Premier Residences of Yonkers, that residents MAY NOT HIRE team members employed by Five Star Premier Residences of Yonkers to perform individual tasks or duties at any time.

Fire Safety Procedure

Should you have a fire in your home:

1. Leave your home immediately.
2. Close the door behind you, leaving it unlocked.
3. Proceed to the nearest stair exit.
4. **Pull the handle down on the red emergency box** located nearest the stairwell and then proceed to wait at or in the stairwell.
5. **In all cases, help will come to you.**
6. ALWAYS REMEMBER: DO NOT USE THE ELEVATORS AND DO NOT GO BACK INTO YOUR HOME UNDER ANY CIRCUMSTANCES.

IF THE FIRE IS NOT IN YOUR APARTMENT, PLEASE DO NOT LEAVE YOUR APARTMENT WHEN YOU HEAR AN ALARM.

Fitness Center

We encourage all residents to utilize the Fitness Center (Ground floor) and its equipment; however, please be aware that use involves some inherent risk. ***For your safety, we strongly recommend exercising with a companion rather than alone and*** **suggest obtaining medical clearance from your physician before beginning any fitness activities.**

Residents and their guests are asked to review all posted notices within the Fitness Center.

To help maintain a clean and safe environment, please refrain from bringing food into the Fitness Center. Thank you for your cooperation.

Guest Rooms

Five Star Premier Residences of Yonkers has two furnished Guest Rooms, which are available for short-term use by your guests on a first-come, first-served basis. There is a charge per night for use of the Guest Rooms. All guest charges are billed to your account and will appear on your monthly statement. Should your guests wish to pay for their stay, you must make prior arrangements with the Business Office for the balance to be paid in full prior to their departure. While a phone is made available as a courtesy, residents will be billed for all long distance calls made by guests. During their stay, your guests, accompanied by you, will have access to the community areas as well as the dining room. No guest may stay at the community more than thirty (30) days in any rolling twelve- (12) month period.

- Smoking and pets are NOT permitted in the Guest Rooms at any time.
- All Guest Room reservation requests are to be made through the Concierge.
- Contact information and payment arrangements are required when booking.
- Any damage (including missing items) to the room will be charged accordingly.
- Children are permitted in the Guest Room when accompanied by an adult.
- Guests are permitted to **check in after 3:00 p.m.**, with **check out before 11:00 a.m.**

- The key for the Guest Room may be picked up at the Concierge desk and returned to the Concierge desk upon departure.

Housekeeping

As part of your residency, daily light housekeeping services (including bed making and trash removal), weekly general housekeeping services as well as "as needed" services are included. We hope that these services will afford you more time to enjoy personal pursuits.

Housekeepers follow a task list and will provide services to you on the same day each week sometime between 8:00 a.m. and 12:00 p.m. or between 1:00 p.m. and 4:00 p.m. During the weekly visit, a staff person will vacuum your apartment, clean the bathrooms and kitchen, and do general housekeeping according to our task list. You will be notified upon moving in of your scheduled housekeeping day.

Due to the size of our Community, and in order to provide for an orderly service, housekeeping services will only be provided according to the assigned day and time.

Housekeepers will not enter your apartment to perform this service should you not be at home, unless you have provided prior written authorization. This authorization must be on file in the Housekeeping Office. Should you have a special task you would like performed, you must contact the Housekeeping Manager to schedule this. Any services we perform in addition to your weekly housekeeping service (i.e. organize closets) will be billed with your approval to your account based upon the Schedule of Fees for Additional Services located at the back of this Handbook.

Service Contracts provided regularly during the year may require access to your home. An informational memo will be sent to you in advance of scheduled service regarding this procedure. Interior and exterior windows are cleaned twice per year. Personnel will require access to your home to perform this service. Due to the size of our Community and scope of work, this service will not be completed for the Community in a single day.

Insurance

Five Star Premier Residences of Yonkers, will make every attempt to provide a secure and safe environment for you. However, we do request that each resident maintain insurance for all of his or her personal belongings and automobile. Please be advised that our property and liability insurance does not cover the loss of any of your personal belongings or articles. Each resident is also encouraged to carry comprehensive general liability insurance. We suggest that you consult with your insurance advisor to determine the best coverage for your particular needs.

Keys & Key Fobs

Each resident will be provided with **TWO** fobs to their residence and a key to their personal mailbox. Residents may not alter their door locks without prior written consent of the Executive Director. Copies of mailbox keys are not to be made without prior approval of the Executive Director. As a security precaution, **RESIDENCE KEY FOBS AND MAILBOX KEYS WILL NOT BE PROVIDED FOR FAMILY MEMBERS OR FRIENDS UNLESS REQUESTED BY RESIDENT**.

Should you find yourself locked out of your home, or if you misplace your key, the Concierge will assist you. A new key fob or mailbox key, if required, will be made for a fee of $15.00 each.

Should it ever become advisable in the opinion of management, to replace the lock cylinder or your residence door lock system for security purposes, we will bill you for the labor and materials, plus an administrative fee of $50.00.

Laundry

Five Star Premier Residences of Yonkers, provides flat linen laundry service consisting of resident provided sheets and pillowcases on a weekly basis. Your flat linen, provided by you, will be picked up the day of your weekly scheduled housekeeping visit and returned on the next visit. The housekeeper will be happy to make your bed with your clean sheets during your scheduled housekeeping visit.

Washers and dryers are available for your convenience and are located on each floor. Personal laundry services are available at no additional cost, may be arranged through the Housekeeping Manager.

The community has made arrangements with a local dry cleaner to provide service for the residents. You may utilize this service at your own expense. Information on pick-up and delivery is available through the Concierge.

Five Star Premier Residences of Yonkers, is not responsible for the loss, damage or replacement of any articles.

Leaving the Property

If you are planning an overnight leave, it is important that you notify the Nurse on your floor as well as the Concierge prior to your planned leave, providing your date of departure, date of expected return, and a telephone number where you can be reached.

If the community assists with your medication, please notify the nurse who will help you to make appropriate arrangements.

Liability

Five Star Premier Residences of Yonkers does not assume responsibility for residents' personal charge accounts or personal liabilities. Residents are strictly prohibited from charging any goods or services to Five Star Premier Residences of Yonkers. While the community prioritizes safety in its design and operation, individuals who visit or use any equipment do so at their own risk. In the event of a fall or injury on the premises, it is essential to complete an Incident Report promptly to document the incident. Personal Care Residents should report all incidents to the Nurse on their floor, who will handle the completion of the Incident Report.

Liability Insurance

The Community will keep liability insurance coverage enforced and will have a certificate of insurance which will contain:

The name of the Community
The address of the Community
The dates of coverage
That community is a Senior Living Community
Its license capacity

Library

Residents are welcome to enjoy the wide selection of books and newspapers available in our library. We operate on an ***honor system***—please sign out any books you borrow and return them at your convenience.

Lost & Found

The Concierge desk also has a lost and found repository for the Community. If you find, or have lost a personal article, please check there first.

Mail

All incoming mail is distributed daily to the nurse, if you reside on the 2nd floor or to your personal mailbox, if you reside on the 3rd, 4th or 5th floor by the U.S. Postal Service to your mailboxes located on the 5th floor. In order to make certain that you receive your mail upon move-in, please send change of address cards to any person or company from whom you expect to receive mail. Be sure to include your apartment number on all correspondence.

Should you have any outgoing mail that needs to be sent, please see the Concierge.
Your address is:
Five Star Premier Residences of Yonkers
537 Riverdale Avenue Apt. #_____
Yonkers, NY 10705

Five Star Premier Residences staff is not permitted to accept delivery of any Registered, Certified or Special Delivery mail or parcels in your absence. We will attempt to contact you should you receive such a mailing, so that you may come to the lobby and receive it in person. Should you not be home, we cannot, for liability reasons, accept the delivery.

Five Star Premier Residences will accept deliveries from United Parcel Service, Fed Ex and similar parcel services, but will not bear any liability for such acceptance.

Maintenance Services

The Maintenance Department is responsible for the upkeep of our entire community. The community provides maintenance of your community-provided kitchen appliances, the heating and air conditioning equipment and the building in general. These services are included in your monthly fee.

The staff will only enter your residence when you are there, or with your prior written approval, except when preventive maintenance or emergency service is required. **We must always reserve the right to enter your home to perform emergency or other preventive maintenance functions in your absence.**

Should you need maintenance service, residents are required to complete a Work Order Request at the Concierge Desk. We will address your needs as quickly as possible with a typical response time of up to 72 hours for non-urgent issues. *Please remember, however, that all requests must be handled in order of their priority*. Staff will not enter your home to perform requested work should you not be at home, unless you have provided us with prior permission to enter.

Upon your move in, if you request, our staff will assist you with the hanging of pictures or small items. You must contact the Concierge who will complete a work order request. **Please understand that this service is provided based upon availability of staff and will be scheduled as time permits**. We will bill your account for all materials and labor based upon the hourly rate as outlined under Fees for Additional Services, found later in this Handbook. We suggest that you arrange to have large and/or valuable works of art hung by a gallery of your choice, after consulting with our staff.

A list of other special services available and their respective charges may be found in the Schedule of Charges for Additional Services.

Moving

The moving company of your choice should be scheduled to arrive between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. All moves are to be scheduled with the Director of Hospitality & Resident Relations in order to make sure the service elevator is available and to enable the staff to accommodate your needs. Although not preferred, moves can be scheduled on Saturdays, Sundays or holidays upon prior approval of the Executive Director. The Director of Hospitality & Resident Relations will need to be present.

Prior to your move, we will acquaint your mover with the unloading area and the moving route. On moving day, you or your representative must be present to supervise the moving process and the placement of your belongings. Five Star Premier Residences of Yonkers personnel are not permitted to assume this responsibility.

We will also assist in disposal of packing boxes and materials associated with your move. Keep these items inside of your apartment and call the Concierge to arrange a time for our staff to remove them. **Please DO NOT put any moving materials down a trash chute.**

Newspapers

Many residents desire their newspaper of choice to be delivered to the Community. Newspapers are dropped off at the Concierge desk and then picked up by Personal Care floor nurses to be distributed. All newspaper subscriptions are at the resident's own expense. *Five Star Premier Residences of Yonkers are not involved in this service.*

We offer complimentary subscriptions to various newspapers, however, they MUST be kept in the Library. Please ensure you re-assemble the paper once you have read it and leave it in the Library for others to enjoy.

Package & Parcel Services

Five Star Premier Residences of Yonkers has a designated pick-up location for FedEx and United Parcel Service. Residents may bring properly wrapped and addressed packages to the Transportation Office where they will be picked up. Residents are responsible to see that all payments accompany the package in advance of the pickup.

Parking

Cars not parked correctly within spaces, or any car parked illegally in a space designated for Handicapped use will be towed. **Private Aides are not permitted to park on the premises, unless approved by the Administration Office – upon such approval will a designated Parking Pass be distributed**.

It is the policy of Five Star Premier Residences of Yonkers, that only standard automobiles be parked on Community property. All recreational vehicles such as campers or mobile homes must be parked off-site.

All roadways throughout the Community are posted as designated Fire Lanes. Residents and guests are never permitted to leave their vehicle in a Fire Lane. Offending vehicles are subject to fines in accordance with local ordinances. Vehicles may also be towed without warning at the owner's expense.

Personal Belongings

You have the right to keep and use your personal property, including some furnishings and clothing, as long as there is enough space in your room or apartment. You also have the right to security for your personal possessions.

Within 30 days of moving in, we recommend creating a detailed inventory of your furniture and personal belongings. This inventory should be updated if there are significant changes. We encourage you to mark your clothing and belongings prior to or upon move-in. The Personal Care Residence assumes no responsibility for loss of personal effects but will investigate any damage or loss of your personal property in conjunction with local authorities.

Pet Policy

Residents who reside on the 2nd Floor may not have pets.
Residents who reside on the 3rd,4th, and 5th Floor need to have all pets approved.

Programs and Events; Resident Activities

Educational, recreational and social programs are an important offering of our Community. The Life Enrichment Department offers a wide variety of social, educational, recreational, and spiritual activities. Each week a schedule of programs and special activities are planned and made available for you. To keep you informed of planned programs and events, we publish a monthly Schedule of Events Calendar, distributing it in your Community mailbox and posting it in the mailroom.

If there is a program or activity that you would be interested in scheduling in the Community or attending outside of the Community, please contact the Life Enrichment Director ext. 481141 to see if this can be arranged. As transportation needs to be arranged, we encourage you to sign up as soon as possible. This is especially true if you have special transportation needs (i.e. wheelchair).

Public Announcements and Solicitations

To maintain the environment of Five Star Premier Residences of Yonkers, public announcements or solicitations of any kind are prohibited on the property without the prior permission of the Executive Director.

Resident Council Meetings

The function of these monthly meetings is to discuss all the needs of the residents in the Assisted Living Community as well as to keep the residents up-to-date on what is happening. The meetings are an open forum for all residents to share with the Administrative Leadership any questions and/or concerns they have. The Council participates in the planning of resident programs and events, helps to promote an understanding of Community policies and procedures among other residents, and encourages resident interaction in Community life. The Five Star Premier Residences of Yonkers' staff encourages you to become an active participant.

Security

Confidence about your security will help you enjoy life to the fullest. You are always free to come and go as you wish, but for purposes of internal security, please advise your floor Nurse when you plan to be away overnight and you must sign in and out with the Concierge before leaving or upon entering the Residence. Your residence door automatically locks any time you leave. Certain exterior doors are designed to be self-locking upon exiting the building. **NEVER PROP ANY BUILDING DOOR OPEN.**

In your absence, the Community may be required to admit service personnel to your home without your prior approval. Management will approve all such entries. To assist us in maintaining the highest levels of security, please provide us with a written authorization for those persons who will be permitted access to your home in your absence.

Further, you understand and agree that without this prior written permission, no one, including your family members, will be provided access to your home unless they provide the Executive Director with the documented legal authority to do so.

Smoking Policy

In the interests of better health, comfort and the safety for our residents, staff, and the public, all areas of our Community are designated as non-smoking. Smoking of any kind is NOT allowed in your apartment. A designated smoking area located outside towards the back of the building.

Specialized Medical Equipment

The use of specialized medical equipment may be necessary to maintain your independence. You must have prior approval from the Director of Health & Wellness to use specialized medical equipment in your home. Specialized medical equipment includes, but is not limited to oxygen tanks or other respiratory equipment, and mobility aides. Specialized equipment that is a potential hazard to others will not be permitted.

Oxygen tanks **MUST** be maintained in a metal fixture or a rolling cart for the tank. Tanks can **NOT** be left empty or full without being affixed in a fixture. Use of Oxygen sign will need to be affixed to your apartment door by the Administration Office.

Suggestion Box

There is a suggestion box located on the main floor outside the Administration. Please feel free to express yourself regarding concerns or recommendations on any aspect of our Community. Your comments will always be welcome and will be reviewed by the Director of Health & Wellness and the Executive Director, who may also share them with other appropriate management staff. Please include your name, should you desire to assist us in responding personally to you.

Telephone and Television Service

In order to establish your new telephone service, Verizon 800-922-0204 or Privatel 800-801-3323. All connection charges and fees will be at your expense. Once your telephone service is established, please notify the Director of Hospitality & Resident Relations of your telephone number. This will be essential to us in responding to any potential emergencies.

A resident telephone directory will be provided for your convenience on a semi-monthly basis. This directory will only contain listings for those residents who desire to be included. The Director of Health & Wellness will discuss this with you shortly after your move. Each residence has also been pre-wired for cable television. **Basic cable television service is included in your monthly fee.**

Should you have any interest in subscribing to any of the premium channels such as HBO, Cinemax, or ShowTime, etc., please contact Privatel at 800-801-3323. They will arrange service and you will be billed separately for premium channels on a monthly basis.

Note: ***Surge protectors are highly recommended, as Five Star is not responsible for any damage to electronic devices due to power fluctuations or outages.***

Tipping

In accordance with New York State Laws & Regulations and to maintain an equitable and harmonious work environment for all community staff, we have adopted a strict "no tipping" policy. While we all like to feel appreciated, our community policy and Employee Handbook does not permit any employee to receive individual gratuities or gifts. Because there are many employees whom you do not see, to give tips or gifts to some would be inequitable and detrimental to the morale of our staff. The best tip for excellent service is a smile and a compliment.

Transportation

Five Star Premier Residences of Yonkers, provides scheduled transportation for residents in and around the local area in our bus. A current schedule will appear in the monthly newsletter. Some typical trips can include locations such as shopping centers, libraries, banks, grocery stores, a Post Office, and certain medical offices. These trips are free of charge.

Personal transportation may be arranged through your floor's nurse based on availability. All such trips shall be accommodated on a first-come, first-served basis. We would ask that you give the floor nurse at least a 48-hour notice when requesting such trips.

Trash

For your convenience, trash will be picked up and disposed of on a daily basis. If you have oversized trash, contact the Concierge who will arrange for pickup. All trash must be properly bagged in plastic and tied securely before being deposited in trash chutes or receptacles.

New York requires us to recycle. All recyclable items should be placed in the proper container in the recycling area adjacent to the trash chute. Cleaned glass, cans and bottles without lids are also to be recycled and should be deposited in the appropriate recycling bin.

Utilities

All of your utilities, except for your telephone service, are included in your monthly fee. Should you experience any problems with any of your utilities, please report the problem to the Concierge.

Your home contains individual controls for heating and air conditioning to allow you to regulate the temperature year-round to suit your preference. Once you have found the desired setting, it is best not to change it.

Valuables

While Five Star Premier Residences of Yonkers, and their affiliates are not responsible for the loss or mysterious disappearance of your property from your home or vehicle, please make us aware of any disappearance, so that we can assist the proper authority with their investigation.

Wellness Center

The Wellness Center is located on the 6th floor and available to all residents. It coordinates the services of several physicians. You may choose to keep your current doctor, or switch to one of the physicians who work in partnership with the Wellness Center. If you wish to make an appointment to visit a physician or seek medical service please coordinate with your floors' Nurse.

Wi-Fi Services

The community is equipped to provide Wi-Fi Internet Service throughout the building included with your residency. Access to this service should be provided upon move-in, though login information can be provided to you at any time thereafter. Any trouble connecting to the service should be reported to the Concierge.

Witnessing of Documents

For the protection of all parties concerned, staff is not permitted to witness any types of documents such as, but not limited to Powers of Attorney, Living Wills or a Last Will and Testament. If you have any questions, please check with the Executive Director.

1 to 1 Individualized Services:

If some extra services are needed by a Personal Care Aide after returning from the hospital, while at the hospital or just looking for some 1 to 1 time, please see the Director of Hospitality & Resident Relations.

GENERAL COMMUNITY RULES & REGULATIONS

1. Your home must be kept clean, sanitary and free from offensive odor.
2. No littering of papers, cigarette butts, or trash is allowed. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
3. Entrances, hallways, walks, and other public areas shall not be obstructed. No personal belongings may be placed in hallways, stairways, or about the building.
4. Residents agree to abide by the parking regulations established by us. Residents agree to park only in those areas so designated. Non-licensed or non-operative vehicles are not permitted on the premises. Management may remove all such vehicles at the expense of the resident.
5. Do not repair your car on the property.
6. Only picture hooks and curtain rod brackets may be placed in walls or woodwork in any part of the home. Nothing may be attached to windows or door frames.
7. Residents shall not display any signs, lights, or markings on doors or windows
8. Community residents shall not have or keep a waterbed without the prior written permission from the Executive Director.
9. Insurance coverage maintained by Five Star Premier Residences of Yonkers does not protect residents from loss of personal property by theft, fire, water damage, etc. Each resident is strongly advised to obtain insurance protecting his or her personal property.
10. No one will be provided access to a resident's home in his or her absence without prior written authorization from the resident to the Executive Director.
11. A resident shall make no alterations or improvements to the exterior or interior of their residence without prior written permission of the Executive Director.
12. Residents are prohibited from adding or altering door locks.
13. All musical instruments, television sets, stereos, radios, etc. are to be played at a volume that will not disturb other persons. Residents shall not make or allow any disturbing noises to emanate from their home.
14. Residents shall at all times be responsible and liable for the conduct of their guests.
15. No firearms are ever permitted on the property.
16. No space heaters allowed.

GRIEVANCES & CONCERNS

While Five Star Premier Residences of Yonkers strives to ensure that your stay in our Personal Care Residence is positive, we realize at times concerns may arise. If a concern should arise you may:

- Contact the Department Leader that is responsible for the area of concern to discuss the issues.

You may verbalize or write your concern to any of the following:

- Charge Nurse on duty, Director of Health & Wellness or the Executive Director. Your written grievance or concern can be placed in the suggestion box on the main floor (outside of the Administration Office) or in any of the Grievance Lock Boxes located on the wall directly in front of the Elevator on each Personal Care floor.

However, you communicate your concern, you can be assured that it will be addressed. All grievances or complaints will be kept confidential. If you feel the response received is not adequate, it is your right to pursue it further with the state appointed ombudsman, whose phone number is listed at the Concierge Desk.

SCHEDULE OF FEES FOR ADDITIONAL SERVICES

BQA Digitally signed by BQA Date: 2026.05.05 13:09:16 -04'00'

GUEST ROOMS

Guest Room	$ 150.00 per night
2 Guests in 1 Room	$ 175.00 per night
Additional Rollaway Single Bed	$ 25.00 per night

Guest Room reservations must be canceled 48 hours prior to scheduled arrival or a cancellation fee of $125.00 will be assessed to the resident who made the reservation. For Monday/Tuesday arrivals, reservations must be canceled by the preceding Friday at 5:00 p.m.

TRANSFER FEE

If a resident decides to transfer apartments, there is a transfer fee of $1,000.00.

HOUSEKEEPING & LAUNDRY

Extra Housekeeping (polishing silver, cleaning oven)	$40.00 per hour *($10.00 for every 15 minutes)*
Carpet Shampoo	**Call for quote**

KEYS & KEY FOBS

Replacement Apartment Key Fob $15. 00 | Mailbox Keys $15.00

PERSONAL EMERGENCY RESPONSE SYSTEM PENDANTS

Replacement Pendants are $175.00 each.

MAINTENANCE SERVICES

Extra Maintenance Services $60.00 per hour ($15.00 for every 15 minutes)

TRANSPORTATION

Private Transportation rates for the community car are quoted door to door.

Trip service engaged between: 9:00 a.m. and 4:00 p.m. Monday through Friday

Monday, Thursday and Friday is free transportation within a 7 mile radius. Must be signed up at least one week in advance. Transportation outside the 7 mile radius is $12.00 per trip plus $2.00 each additional mile.

All of the above service rates, quoted on a per hour basis, are billable in quarter hour increments. Fractions will be billed at the next higher quarter hour rate. All applicable costs of materials will be billed in addition to the per hour labor rates as quoted above. All rates are subject to change without notice.

OUR NEIGHBORHOOD

CHURCHS / SYNAGOGUES

(Episcopal)
Christ Church, 5040 Henry Hudson Pkwy E, Bronx, NY 10471 (718) 543-1011

(Presbyterian)
Riverdale Presbyterian Church, 4765 Henry Hudson Parkway, (718) 796-5560

(Roman Catholic)
St. Margaret's of Cortona, 6000 Riverdale Ave, (718) 549-8053

St. Peter's, 91 Ludlow Street & Riverdale Ave, Yonkers 963-0822

(Synagogues)
Conservative Synagogue,475 West 250th St, (718) 543-8400

Riverdale Mikvah, 3708 Henry Hudson Parkway East, (718) 549-8336

Riverdale Jewish Center, 3700 Independence Ave, (718) 548-1850

Young Israel of Riverdale,4502 Henry Hudson Pkwy E, Bronx, NY (718) 548-4765

CINEMAS

Showcase Cinema De Lux Cross County, 2 South Drive, Yonkers, NY 10704

Alamo Drafthouse Cinema, 2548 Central Park Ave, Yonkers, NY

The Picture House -Pelham, 175 Wolfs Ln, Village of Pelham, NY (914)-738-3161

CLEANERS / LAUNDROMATS

Life Cleaners,300 Nepperhan Ave, (800) 7220-1169

Scott Cleaners and Launderers, 5650 Mosholu Ave, (718) 549-9177

DELICATESSENS

JM Deli & Meat Market Co ,442 Riverdale Ave

R & V Deli Grocery, 175 Valentine Ln

DINING OUT

Jakes Steakhouse 6031 Broadway Bronx, NY 10471 (718) 581-0182

Tokyo House 5648 Riverdale Ave, Bronx, NY 10471 (718) 601-6877

Broadway Diner, 598 Broadway Yonkers NY 10705 969-9998

One Pier Steakhouse Van Der Dock St. Yonkers, NY 10701 (914) 457-0175

Golden Phoenix Chinese Restaurant, 5646 Riverdale Ave, (718) 548-8888

Yukka, 5684 Riverdale Avenue, (347) 346-9338

Pizza Bella, 417 Riverdale Ave, (914) 968-6660

Marianne's Pizza Café 6100 Riverdale Ave, Bronx, NY 10471 (718) 884-4404

Bronx Burger House 5816 Mosholu Ave, Bronx, NY 10471 (347) 899-8585

DRUG STORES

Riverdale Pharmacy, 5669 Riverdale Ave, (718) 542-7500

Regal Pharmacy 558 W 235th St, Bronx, NY 10463 (718)-543-6868

GROCERS

ACME Markets, 660 McClean Avenue, Yonkers, NY (914) 376-0845

Stop & Shop, 111 5716 Broadway, Bronx, NY 10463, (718) 548-3344

Key Food, 5661 Riverdale Ave Bronx, NY (718) 548-7990

HOSPITALS

St. Joseph's Hospital,
127 South Broadway, Yonkers, NY 10701
Phone: 378-7000

St. John's Hospital
967 North Broadway, Yonkers, NY 10705
Phone: 964-4229

Montefiore Medical Center
1825 Eastchester Road, Bronx, NY 10461
Phone: (800) 636-6683

Columbia Presbyterian Medical Center
62 West 168th Street, New York, NY 10032
Phone: (212) 305-2500

Lawrence Hospital
55 Palmer Avenue, Bronxville, NY 10708
Phone: (914) 787-6100

Allen Pavillion
5141 Broadway at 220th Street
(866) NYP-ALLEN

HOTELS

Royal Regency, 165 Tuckahoe Road
Yonkers, NY

Hyatt Place New York/Yonkers
7000 Mall Walk, Yonkers, NY 10704
(914) 377-1400

Courtyard by Marriott Yonkers Westchester County
5 Executive Blvd, Yonkers, NY 10701
(914) 476-2400

PLACES OF INTEREST

American Museum of Natural History, Central Park West at 79th Street, (212) 769-5100

Guggenheim Museum of Art, 5th Ave at 88th Street, (212) 360-3500

Metropolitan Museum of Art, 5th Ave at 82nd Street, (212) 535-7710

Museum of Modern Art, 11 West 55th Street, (212) 708-9400

South Street Seaport Museum, South Street on Fulton Street, (212) 748-8600

Bronx Historical Society (& Edgar Allen Poe Cottage), 3309 Bainbridge Ave, (718) 883-3900

Van Cortlandt Mansion Museum, West 246th Street & Broadway, (718) 543-2344

Wave Hill (Education Department), 675 West 252nd Street, (718) 549-3200

The New York Botanical Garden, (718) 817-8705 200th Street & Kazimiroff Blvd,

Intrepid Sea, Air Space Museum, West 46th Street and Hudson River (Pier 86), (212) 245-0072

New York Historical Society, 170 Central Park West (77th Street), (212) 873-3400

Statue of Liberty, Battery Park, (212) 363-3200

Bronx Zoo, Fordham Rd & Pelham Parkway, (718) 367-1010

Carnegie Hall, 7th Avenue & 57th Street, (212) 247-7800

Circle Line Tour Pier 83 @ West 42nd Street, (212) 562-3200

Lincoln Center, 62nd-66th between Amsterdam & Columbus Ave, (212) 546-2656

Radio City Music Hall, 1260 Ave of the Americas (212) 247-4777

United Nations, 66th Street and First Ave (212) 963-1234

PARKS

Van Cortland Park, Broadway & 242nd to 261st Streets

Central Park, 59th to 110th Streets between 5th Avenue and Central Park West

Cloisters Fort Tryon Park, Washington Heights, (212) 923-3700

POST OFFICE

Riverdale, 5951 Riverdale Ave, (718) 549-7519

Yonkers, 335 South Broadway, (800) 275-8777

SPORTS ARENAS

Yankee Stadium, River Ave @ 161st Street, (718) 293-6000

Shea Stadium (Mets) Roosevelt Ave @ 126th Street, (718) 507-8499

Giant Stadium, East Rutherford, NJ, (201) 935-3900 (includes the Meadowlands Race Track)

Meadowlands Arena (Nets/ Devils), East Rutherford, NJ, (201) 935-3900

Madison Square Gardens (Knicks/Rangers), 7th Avenue between 31st & 33rd St. (212) 465-6741

Nassau Coliseum (Islanders) Hempstead Turnpike, Uniondale, (516) 422-9222

THEATERS

Ticket Sales & Info Hit Tix (212) 239-6200

Telecharge (212) 239-6260

Ticketmaster (212) 307-7171

N.Y. City on State, 1501 Broadway, (212) 768-1818

CAR/CAB SERVICES

Kingsdale (718) 796-2222

Family (914) 963-2222

NYC Buses and Subways

Liberty Lines Express Bus Inc., (914) 376-6315 Information: (718) 330-1234

New York Bus Service, (718) 994-5500

Path Trains, (212) 435-7000

Amtrak, (212) 582-6875

Long Island Railroad, (718) 217-5477

Metro North, (212) 532-4900

New Jersey Transit, (201) 762-5100

AIRPORTS

JFK (718) 444-4444

LaGuardia (718) 476-5000

Newark (201) 961-6000

White Plains (914) 285-4860

POLICE PRECINT

Yonkers Police Department – 3rd & 4th Precinct 435 Riverdale Ave
(914) 377-7427

Yonkers Police Department - 2nd Precinct 441 Central Park Ave
(914) 377-7452

EXHIBIT 11

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 COMMUNITY 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 COMMUNITY'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 COMMUNITY 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 COMMUNITY, 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 COMMUNITY 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 COMMUNITY; 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.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.

(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, OR AT LEAST ON A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

EXHIBIT 12

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

The Community approaches resident and family concerns as an opportunity to improve service to the residents. Both residents and families of residents can feel confident that their concerns will be explored and resolved in a timely fashion. Therefore, you are encouraged to use the procedures set forth below for any issues that may arise. Any grievances and/or recommendations should be responded to within twenty-one (21) days.

1. A concern regarding any department should be brought to the attention of the Director of that department.
    a. Alternatively, a resident or a resident's family member may submit an anonymous grievance form to one of multiple secure lock boxes located throughout the Community. Grievance forms are directly available to residents and residents' family members without any interaction with an employee or other agent of the Community.
2. The appropriate Director will work with the resident to attain a satisfactory resolution to the issue.
3. The Executive Director will monitor the handling of all concerns raised by the residents and families of residents and will ensure that they are explored and resolved promptly.
4. If the concern is not satisfactorily resolved, or if you or your family is not comfortable discussing the concern with the appropriate Director, the concern may be brought directly to the Executive Director. The Executive Director will then work directly with the resident to attain a satisfactorily resolution of the issue.
5. If your concern has not been satisfactorily resolved, or if you or your family is not comfortable discussing the concern with the Executive Director, you may contact the Community's Gold S.T.A.R. Customer Service Line at (877) 349-5349.
6. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772.
7. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. (914) 345-5900 ext.7522 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.
8. Residents of the Community have the right to form and participate in a resident council forum. The residents solely lead the resident council,

however, the council may utilize the services of the a Community staff person to assist with meeting minutes, notices, etc. Participation is voluntary and the council's purpose includes:

- Discuss Community operations
- Discuss resident right issues
- Discuss grievances and concerns
- Participate in the resolution of concerns
- Participate in the planning of Community events and activities
- Opportunity to meet with Community staff

EXHIBIT 15

CONSUMER INFORMATION GUIDE

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

TABLE OF CONTENTS

INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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

WHO OPERATES ALRS?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRS AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

An example of a person who may be eligible for the Enhanced ALR level of care is someone with a condition such as severe arthritis who needs help with meals and walking. If he or she later

becomes confined to a wheelchair and needs help transferring, they can remain in the Enhanced ALR.

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

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

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

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

d) The resident agrees with the plan.

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

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

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

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

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before making a decision to apply for residence. Look around, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.

Ask to examine an “open” or “model” unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available or can be installed. Remember charges may be added for any special modifications requested.

It is important to keep in mind what to expect from a residence. It is a good idea to prepare a list of questions before the visit. Also, taking notes and writing down likes or 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 AND COMPLAINTS

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

Glossary of Terms Related to Guide

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 16

VOLUNTARILY EXECUTED MUTUAL ARBITRATION AGREEMENT

THIS DOCUMENT WAIVES THE RIGHT TO A TRIAL BY JUDGE OR JURY: READ CAREFULLY.

This Voluntarily Executed Mutual Arbitration Agreement ("Agreement") is entered into as of this ____ day of _____20___, ("Effective Date") by and between (i) _____d/b/a _____by _____as manager and agent ("we", "our", "us", or the "Community"), and (ii) _____("Resident" or "you"). The Resident and the Community are referred to individually as a "Party" and together as the "Parties".

1. AGREEMENT TO ARBITRATE. Arbitration is a cost effective, private and time saving alternative means of resolving disputes outside of the courts. The dispute is heard and decided by a neutral arbitrator selected by the Parties, rather than a judge or jury. This Agreement does not waive or limit any Party's right to assert claims against the other Party, but rather provides an alternative venue for those claims to be resolved. By executing this Agreement, the Resident and Community agree that any and all actions, claims, controversies, or disputes of any kind, whether in contract or tort, statutory or common law, personal injury, property damage, legal or equitable, or otherwise, either currently existing or arising in the future, arising out of or relating in any way to the provision of assisted living, Alzheimer's/memory, skilled nursing or healthcare services, or any other goods or services provided under the terms of any agreement between the Parties, including disputes involving the scope of this Agreement, or any other dispute involving acts or omissions that cause damage or injury to either Party, and including wrongful death and survival actions, and where the amount in controversy exceeds $25,000 (collectively, "Claims"), shall be resolved exclusively by binding arbitration and not by lawsuit or the judicial process (except to the extent that applicable law provides for judicial review of arbitration proceedings).

To the fullest extent permitted by law, this Agreement shall inure to the direct benefit of and be binding upon third parties not signatories to this Agreement, including the Resident's parents, spouse, children, heirs, guardians, next of kin, successors, agents, assigns, third party beneficiaries, trustees, and representatives, including the administrator or executor of his/her estate, and any other person whose claim is derived through or on behalf of the Resident. This Agreement shall also inure to the direct benefit of and be binding upon, and applies to any Claims asserted against, the Community's corporate parents, subsidiaries, affiliates, successors, assigns, landlords, sub-landlords, or entities which manage or own its property, and each of their current or former employees, shareholders, officers, directors, agents and representatives. The Agreement shall continue in full force and effect beyond the Resident's stay at the Community and shall survive death of the Resident and the existence or operation of the Community. The Agreement shall be binding on this and all subsequent admissions/re-admissions to, or transfers within, the Community.

2. NO CLASS OR REPRESENTATIVE ACTIONS. The Parties agree each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class, representative or private attorney general, or other aggregated action or

proceeding. Unless the Parties agree in writing, the arbitrator shall not consolidate or join more than one person's or party's claims. Any relief awarded shall be on an individual basis and cannot affect other residents, families or the general public.

3. ARBITRATION PROCEDURE.

(a) Initiating Arbitration. To initiate arbitration proceedings, you (or your Legal Representative or other person or organization acting on your behalf) shall send a written demand to arbitrate, by overnight or certified mail, to the Community at the address as set forth in the residency agreement executed by you, to the attention of the Executive Director or Administrator ("Demand to Arbitrate"). Demand for arbitration by the Community shall be sent, by overnight or certified mail, to you or your Legal Representative at the most current address on file with the Community. A Demand to Arbitrate that is not received prior to the expiration of the applicable statute of limitations governing the Claim shall be forever waived and barred.

(b) Selecting the Arbitrator. The arbitration shall be conducted by a single neutral arbitrator (the "Arbitrator"), selected by mutual agreement of the Parties. If, within thirty (30) days of serving the Demand to Arbitrate, the Parties are unable to agree on a neutral arbitrator, then either Party shall have the right to petition a court for the appointment of the Arbitrator, pursuant to the terms of the Federal Arbitration Act. The Parties may mutually agree to submit the arbitration to a panel of three arbitrators (the "Panel"). In the event the Parties so agree, each Party will select one Arbitrator with the third Arbitrator to be mutually agreed upon by the two Arbitrators selected by the Parties.

(c) Procedure, Damages and Award. The Parties agree that the Arbitrator or Panel is the sole decision maker and is empowered to, and shall resolve all disputes including without limitation, any disputes concerning the making, validity, enforceability, scope, interpretation, voidability, unconscionability, preemption and/or waiver of this Agreement, as well as to resolve the Parties' underlying disputes. The arbitration will take place at a mutually convenient location agreed to by the Parties within the state in which the Community is located. The dispute will be governed by the law of the state in which the Community is located, including all rules/laws on statutory damages caps. The Arbitrator or Panel shall have the authority to set the date of the arbitration, to direct the scope of pre-arbitration discovery and to rule on all motions, including dispositive motions. The Arbitrator or Panel shall have authority to award any damages or equitable relief to the extent permitted by the substantive law for the state in which the Community is located. The award rendered shall be final, and binding upon the Parties, and may be entered as a judgment in any court having jurisdiction. The award rendered by the Arbitrator will not be subject to appeal (except to the extent applicable law provides for judicial review of arbitration proceedings). Both the arbitration proceedings and award will be confidential.

(d) Costs. The Parties shall equally bear the costs and expenses of arbitration including all administrative and hearing costs and Arbitrator fees and expenses, unless the Resident or his/her legal agent is proven indigent, in which case the Community will pay the Resident's share of costs and expenses. Each Party will bear the responsibility for paying for their own attorneys' fees and costs.

4. NON-WAIVER OF CERTAIN RIGHTS. Nothing in this Agreement shall prohibit the Resident or Community from pursuing a complaint or grievance, with a local, state, or federal governmental agency, including, without limitation, the applicable Department of Health or any state office of the long-term care ombudsman; from requesting an inspection of the Community; or from seeking a review under any applicable law of any involuntary discharge or transfer of the Resident.

5. GOVERNING LAW. This Agreement shall be governed and interpreted under the Federal Arbitration Act.

6. SEVERABILITY. If any provision, sentence, word, phrase, paragraph or portion of this Agreement is declared to be unlawful, invalid or unenforceable for any reason, the remaining terms and provisions of this Agreement shall remain in full force and effect.

7. RESCISSION. This Agreement may be rescinded by written notice to the Community from the Resident within thirty (30) days of the date the Resident signed the Agreement. If the alleged acts underlying the Claim occurred before the date such notice is received, the Agreement shall be binding with respect to those acts.

8. ACKNOWLEDGEMENTS. The Parties acknowledge and agree that: (1) the Community has explained this Agreement to Resident and his/her Legal Representative (if present) and provided Resident and his/her Legal Representative with the opportunity to ask questions; (2) each Party has executed this Agreement of their own free will and without coercion or duress from the other; (3) the Resident has been informed of the right to seek legal counsel concerning this Agreement at his or her own cost; (4) execution of this Agreement is not a pre-condition of residency or to the receipt of services from the Community; and (5) the Community has provided a copy of the fully executed Agreement to Resident and/or his/her Legal Representative.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. BY SIGNING THIS AGREEMENT, THE PARTIES UNDERSTAND AND AGREE THAT THEY ARE RELINQUISHING AND WAIVING THEIR RIGHT TO HAVE ANY CLAIM DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY. INSTEAD, DISPUTES BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING ARBITRATION.

RESIDENT(S) (or Resident'sLegal Representativeas applicable)*	**COMMUNITY**
_____	_____
Print Name: _____	Print Name: _____
Date: _____	Date: _____
Print Name: _____	
Date: _____	

*Resident's Legal Representative signs in his/her representative and individual capacities