# Residency Agreement

# for

# Sunrise of Crestwood

**SUNRISE OF CRESTWOOD**
**RESIDENCY AGREEMENT**
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## RESIDENCY AGREEMENT

A. **This Agreement** is made between: (i) Sunrise Senior Living Management, Inc. as manager for GWC – Crestwood, Inc. (the "Operator"), and ii) _____ ," Resident" or "You"), _____ , (the "Resident's Representative," if any) and _____ (the "Resident's Legal Representative", if any).

## RECITALS

A. **The Operator** is licensed by the New York State Department of Health to operate at 65 Crisfield St, Yonkers, NY 10710, (914) 395-3500, an Assisted Living Residence ("The Residence") known as Sunrise of Crestwood, and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence.

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

## AGREEMENTS

### I. Housing Accommodations and Services.

Beginning on (the "Occupancy 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.

**A. Housing Accommodations and Services.**

1. **Your Suite.** You may occupy and use the [private/semi-private]

Suite identified on Exhibit I.A.I subject to the terms of this Agreement. Your Suite includes manually controlled heat and air conditioning through thermostats in each Suite; water and sewer services; electricity; and pre-wiring for access to cable television service.

2. **Common Areas**. You will be provided with the opportunity to use the general purpose rooms at the Residence such as hallways, walkways, meeting rooms, activity rooms, dining rooms, and open common spaces located within and under the control of the Operator.

3. **Furnishings/Appliances Provided By The Operator.** Attached as Exhibit I.A.2 and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in your Suite.

4. **Furnishings/Appliances Provided by You.** Attached as Exhibit I.A.3 and made a part of this Agreement is all inventory of furnishings, appliances and other items supplied by you in your Suite. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to safety and amperage concerns).

**B. Basic Services.**

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

1. **Meals and Snacks.** Three nutritionally well balanced meals per day, served in the dining room, as well as numerous snacks available throughout the day are included in Your Basic Rate.

The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: no added salt, CCHO (consistent carbohydrate), liberalized renal, mechanical soft and pureed menus.

2. **Activities**. The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.

3. **Housekeeping**. The Operator will provide daily light housekeeping services of the Suite, consisting of making the bed and removal of the trash, and weekly light housekeeping services of the Suite, consisting of vacuuming, dusting cleared surfaces, and cleaning bathroom and kitchenette areas.

4. **Laundry and Linen Services**. The Operator will provide weekly personal laundry service (except dry cleaning) and linen service, including towels and washcloths, pillow, pillowcase, blanket, bed sheets and bedspread; all clean and in good condition.

5. **Supervision on a 24-hour Basis**. The Operator will provide appropriate staff on-site to provide supervision services in accordance with law and regulations. 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.

6. **Case Management**. The Operator will provide appropriate staff to provide case management services in accordance with law and regulations. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

7. **Personal Care**. Basic assistance including some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage and disposal, assistance with self-administration of medication. (See Exhibit III.C for specific charges for Medication Assistance and Administration.)

8. **Development of Individualized Service Plan**. An Individualized Service Plan (ISP) will be developed based on a physician's report, a psychiatric examination (if applicable) and an assessment of Your specific needs (including mobility, skin care, eating habits, oral hygiene, continence, cognitive behavior, and medication needs), performed by the Operator, including ongoing review and revisions as necessary and as required by law and regulation.

C. **Licensure/Certification Status**.

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

## II. Disclosure Statement

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

## III. Fees

The Resident, Resident's Representative and Resident's Legal Representative agree that payment will be made to the Operator, and the Operator agrees to accept payment, of the Total Daily Fee shown in Exhibit III , which is made a part of this Agreement.

**A. Basic Rate.**

The fee for Basic Services is set forth in the Fee Schedule, *(See section III.D).* Exhibit III.C is made a part of this Agreement.

**B. Tiered Fee Arrangements.**

The "Tiered" fee arrangements, in which the fee charged depends upon the level of services provided, are set forth in detail in Exhibit III.A and made a part of this Agreement. The exhibit describes the types of services provided for each "tier" of care. The Operator shall determine if You require an additional "tier" of assisted living services (in addition to the Basic Services), based on Your assessment and after a new ISP has been developed in consultation with your physician and has been signed by You.

**C. Supplemental, Additional and Community Fees.**

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

Fee is a one-time fee that the Operator Charges at the time of admission, which covers the cost of services and amenities within the community utilized by all residents by maintaining the common areas, including dining rooms, activity rooms and other common areas. The Community Fee is non-refundable. For a listing of Supplemental, Additional and Community Fees, see Exhibit III.B.

**D. Fee Schedule.**

Attached as Exhibit III.C and made a part of this Agreement is a fee schedule, listing the Basic Rate and rates for the Tiered Fee Arrangements. For a listing of Supplemental, Additional and Community Fees, see Exhibit III.B. Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community fees, shall be made only for services and supplies that are actually supplied to the Resident.

**E. Billing and Payment Terms.**

1. Prior to or on the Occupancy Date, the Resident shall pay the Operator an amount equal to the Total Daily Fee set forth in Exhibit III, multiplied by the number of days in that month. This payment shall be applied to Your first month's fee for the Residence. If the Occupancy Date is on a day other than the first day of the month, the advance payment shall be prorated accordingly and the residual amount will be credited to the following month's payment. Thereafter, the Operator will provide to the Resident a monthly statement itemizing fees and Charges and payments received, and showing the balance due. The monthly statement will aggregate daily fees into a monthly amount, which

shall be due in advance, on the first calendar day of each month.

2. If Your account is not paid in full by the first of the month, a late payment charge will be assessed on the outstanding balance of one and one-quarter percent (1 ¼ %) per month until paid, This periodic rate is equivalent to an annual percentage rate of fifteen percent (15%). You will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the Operator in collecting amounts past due under this Agreement. You shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.

**F. Adjustments to Basic Rate or Additional or Supplemental Fees.**

1. You have the right to written notice of any proposed increase of the basic rate set forth in the Fee Schedule not less than forty-five (45) days prior to the effective date of the rate increase, subject to the exceptions stated in paragraphs 3 and 4. You have a right to a written notice of any proposed increase of other rates or fees set forth in the Fee Schedule not less than thirty (30) days prior to the effective fee increase, subject to the exemptions state in paragraphs 3 and 4.

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

3. If You require additional services or supplies as requested by

Yourself, your legal representative or as prescribed in written order from your primary physician, the operator may change the fee with less than 30 days written notice through an amendment to the Residency Agreement.

4. 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.

**G. Bed Reservation.**

The Operator agrees to reserve a residential space as specified in Section I.A.1. above in the event of Your absence until such time as You submit a written notice of termination. The charge for this reservation is the Base Fee set forth in the Fee Schedule at Exhibit III.C. A provision to reserve Your Suite does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

## IV. Refund/Return of Resident Monies and Property.

Upon termination of this Agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, the Operator must provide You, Your Representative or Legal Representative, or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days, any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made. If You die, the Operator must turn over Your property to the

legally authorized representative of Your estate. If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine What should be done with property of Your estate.

**V. Transfer of Funds or Property to Operator.**

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

**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 V of this Agreement.

**VII. Fiduciary Responsibility.**

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

**VIII. Tipping.**

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

## IX. Admission and Retention Criteria for an Assisted Living Residence.

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 ISP. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.

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 Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.

D. The additional terms of the "Enhanced Assisted Living Residence Addendum" will apply. (See Addendum X).

E. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply. (See Addendum XI)

F. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who may: (a) be chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or

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

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

**X. Rules of the Residence.**

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

**XI. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative.**

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

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid, or other third party coverage.

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

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

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

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

1. Participating in the Resident's care planning as specified by the Resident.

2. Acting as a contact for the Operator.

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

1. Performing the Resident's financial obligations, if so authorized.

2. Making care decisions on behalf of the Resident, if so authorized.

## XII. Termination and Discharge

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

1. By mutual Agreement between You and the Operator;

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

3. Upon thirty (30) days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this Agreement

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

B. The grounds upon which involuntary termination may occur are:

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

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

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

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

5. The Operator has had his/her operating certificate limited, revoked,

temporarily suspended or the Operator has voluntarily surrendered the operation of the facility.

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

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health.

C. You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You. Both You and the Operator are free to seek any other judicial relief which they may be entitled. The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure,

whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

**XIII. Transfer.**

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

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

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

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

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

## XIV. Resident Rights and Responsibilities.

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

## XV. Complaint Resolution.

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit VIII and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same. Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

## XVI. 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. **Availability.** The parties agree that assisted living residency agreements (Agreement) and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that 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.** Waiver by the parties of any provision in this Agreement which is required by law or regulation shall be null and void.

E. **Ownership Rights**. You have no ownership or leasehold interest or proprietary right to the Suite, nor to the personal property, land, buildings, improvements or other Residence facilities provided under this Agreement.

F. **Guests**. The Resident may have guests stay overnight in the Suite, in accordance with the Rules of the Residence. Guests shall at all times abide by the Residence's policies, including the Rules of the Residence, the Operator reserves the right to bar any guest from the Residence if the guest is determined by the Operator to be a threat to the Resident or other residents, interferes with residents' care, and/or is abusive to staff. The Operator shall seek a court order to collect from the Resident the costs for repairing any damage caused by the Resident or the Resident's guests.

G. **Weapons**. No weapons, including, but not limited to guns and knives, are to be brought into the Residence at any time for the safety and well-being of all residents and staff. This policy applies to Resident guests as well.

H. **Arrangement for Guardianship or Conservatorship**. If it appears that the Resident may not be able to care properly for himself/herself or his/her property, and if the Resident has made no other designation of a person or legal entity to serve as guardian or conservator, then the Operator may apply to the Resident's family and concerned others to determine whether appropriate action will be taken by others; if no such action is taken by the Resident's family or concerned others, the Operator may apply to a court of law to appoint a legal guardian or conservator. Alternatively, if other persons seek appointment as your legal guardian or conservator, the Operator may be required to participate in such proceedings. You agree to pay all attorney's fees and costs incurred by the Operator in connection with such action(s).

I. **Accuracy of Application Documents**. As part of the Resident's application to the Residence, the Resident has filed with the Operator an application form. The Resident warrants that all information contained in these documents and any other document supplied to the Operator as part of the application process is true and correct, and the Resident understands that the Operator has relied on this information in accepting the Resident for residency at the Residence.

J. **Advance Directives**. It is the policy of the Operator to ask all prospective Residents if they have executed any "advance directives." Advance directives can include a health care power of attorney, a living will, or other documents that describe the amount, level or type of health care the Resident would want to receive at a time when the Resident can no longer communicate those decisions to

a physician or other health professional. It also includes documents in which the Resident identifies another person who has the legal authority to make health care decisions for the Resident. If the Resident has executed any such documents, or if the Resident executes any such documents while living at the Residence, it is the Resident's responsibility to advise the Residence's staff of these documents, and to provide copies to the Operator. If the Resident has such documents, and has provided copies of them to the Operator, the Operator will provide copies of the documents to other health care professionals who may be called to assist the Resident with his/her health care needs. If the Resident executes such documents. and later changes or revokes them, it is the Resident's responsibility to inform the Operator, so that the Operator can assist the Resident in communicating the Resident's health care choices to other professionals.

K. **Review of Documents and Policies.** The Resident and the Resident's Representative named in this Agreement acknowledge(s) that they have received copies of, and have reviewed, this Agreement between the Operator and the Resident and all exhibits. The Resident and the Resident's Representative further acknowledge(s) that the Operator has explained to him/them the Operator's policies and procedures for implementing Residents' rights and responsibilities, including the grievance procedure (attached as Exhibits VII and VIII) and the Resident has been offered the opportunity to execute advance directives.

L. **Personal Injury and Property Damage Waiver and Release of Liability**. The Resident agrees to hold harmless and indemnify the Residence for any and all liability for injuries and damages to third parties as a result of the Resident's

actions or omissions and for which the Resident is found to be legally liable in a court of competent jurisdiction, including attorney's fees. Notwithstanding this provision, however, the Resident retains any and all rights available in law of equity to contest the imposition of any such costs and fees, and to assert any claims the Resident may have against the Operator or any other person or entity for damages, losses, liabilities, obligations, property damage or other expenses of any type (including attorney's fees and court costs) resulting from, arising out of, or related to the acts or omissions of the Operator or its employee, agents or contractors.

**XVII. Agreement Authorization**

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

Dated: _____ _____
(Signature of Resident)

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

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

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

(Optional) **Personal Guarantee of Payment**

_____ personally guarantees payment of charges for Your Basic Rate.

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

_____

_____

_____

_____
(Date)

_____
Guarantor's Signature

_____
Guarantor's Name (Print)

(Optional) **Guarantor of Payment of Public Funds**

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

_____
(Date)

_____
Guarantor's Signature

_____
Guarantor's Name (Print)

**EXHIBIT I.A.I**

**IDENTIFICATION OF SUITE**

**EXHIBIT I.A.2**

**FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR**

If You choose not to furnish Your Suite with Your own furniture, the Operator shall furnish the Suite as shown below, for the following items:

Inventory of Furniture/Appliances:

**EXHIBIT 1.A.3**

**FURNISHINGS/APPLIANCES PROVIDED BY YOU**

You may furnish the Suite with your own furniture, including minor electrical appliances and special equipment (such as televisions and radios), provided that the Residence's size restrictions and safety standards are met. Members of the Residence's staff reserve the right to inspect and install all electrical appliances that You use.

Inventory of Your furnishings/appliances:

## EXHIBIT I.B

## LICENSURE/CERTIFICATION STATUS OF PROVIDERS

**Dignity Home Care, Inc. – Licensed by the New York Department of Health as a Home Care Service Agency.**

## EXHIBIT II

## DISCLOSURE STATEMENT

GWC – Crestwood, Inc. ("The Operator") as operator of Sunrise of Crestwood ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658(3).

1. The Operator is licensed by the New York State Department of Health to operate an Assisted Living Residence as well as an Adult Home. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services, Special Needs Assisted Living services, or both, 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 116 persons.

b. Special Needs Assisted Living services for up to a maximum of 25 persons.

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

**It is important to note that The Operator is currently approved to accommodate within the Enhanced Assisted Living and Special Needs Assisted Living programs only up to the numbers of persons stated above.**

If You become appropriate for Enhanced Assisted Living Services Of Special Needs Assisted Living

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

If you become eligible for and choose to receive services in the Enhanced Assisted Living or Special Needs Assisted Living program within this Residence, it may be necessary for You to change your (room, unit, apartment) within the Residence.

Other health related entities providing services at The Residence are: Dignity Home Care, Inc., a licensed Home Care Service Agency and We Care Physical Therapy, P.C., a Medicare provider for Rehabilitation.

2. The Owner of the real property upon which the Residence is located is Sunrise Yonkers SL, LLC, with a mailing address of: 7900 Westpark Drive, Suite T-900, McLean, VA 22102.

The following individual is authorized to accept personal service on behalf of such real property owner: New York Department of State, c/o CT Corporation, 111 Eighth Avenue, New York, New York, 10011.

3. The Operator of the Residence is GWC-Crestwood, Inc. . The mailing address of the operator is: 7900 Westpark Drive, Suite T-900, McLean, VA 22102. The following individual is authorized to accept personal service on behalf of the Operator: New York Department of State, c/o CT Corporation, 111 Eighth Avenue, New York, New York, 10011.

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

5. There is no ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material equipment or other services to residents of The Residence, in the Operator.

6. Residents can receive services from the service providers of their choice. There is no requirement that the service provider must have an arrangement with the Operator.

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

8. The Operator accepts payment from individuals in consideration for the services that it performs. The Operator does not participate or accept payment directly from public sources of payment such as Medicare, Medicaid or long-term care insurance policies: however, public funds are available for payment for residential, supportive or *home* health services, including but not limited to, availability of Medicare coverage of home health services.

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

10. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342·9871 to request an Ombudsman to advocate for the resident. 914-682-3926 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us

**EXHIBIT III**

**YOUR FEES**

Name of Resident: _____

Suite #: _____ Occupancy Date: _____

| | |
|---|---|
| Assisted Living Base Fee | $__/day |
| Assisted Living Personalized Fee *(if applicable)* | $_/day |
| Reminiscence Plus Program | $ _/day |
| Medication Assistance and Administration Level ____ | $___/day |
| Incontinence Level____ | $____/day |
| **Total Daily Fee:** | $_____ |

**Effective Date:**_____

**Resident taking financial possession as of _____. Care fees will become effective upon physical move in date.**

**Initials: _____**

## EXHIBIT III.A

## TIERED FEE ARRANGEMENTS

If the Resident's Assessment indicates a need for an additional "tier" of assisted living services beyond the Basic Services (defined in section III. B. of this Agreement), the Operator offers increased levels of assisted living services, as described below.

### I. "ASSISTED LIVING PLUS" "ASSISTED LIVING PLUS PLUS", PERSONALIZED AND INDIVIDUALIZED CARE PROGRAMS

The Assisted Living "Plus", "Plus Plus", Personalized and Individualized Programs are designed for residents who require or prefer more frequent and intensive assistance with activities of daily living. The additional fees associated with these programs are determined by a personalized assessment utilizing a point system and are in addition to the Basic Rate. The "Assisted Living Plus," "Assisted Living Plus Plus", "Personalized" and "Individualized" Programs include:

1. Verbally instructing the Resident step-by-step on activities of daily living;
2. Physical assistance with bathing or showering;
3. Assistance with the preparation of a hydro-tub bath or shower two to four times a week;
4. Physical assistance with dressing, clothes selection and orientation;
5. Physical assistance with grooming, including but not limited to hair and teeth brushing and shaving;
6. Physical assistance with eating and/or meals that require mechanical alteration;
7. Physical assistance with walking, wheelchair propelling, and prescribed exercises;
8. Linen and/or laundry services that are needed more often than one time a week;
9. Assistance with bladder and/or bowel incontinence, but not including the cost of the incontinence supplies, which will be billed separately to the Resident.

## II. SPECIAL NEEDS "REMINISCENCE". "REMINISCENCE PLUS", AND "REMINISCENCE PLUS PLUS", PROGRAM FEES FOR ALZHEIMER'S AND DEMENTIA

These programs are designed for residents who have a diagnosis of Alzheimer's disease or related disorder such as dementia or, it has been determined through the Reminiscence Assessment that it is in the best interest of the Resident. Included in the Reminiscence Basic Rate is the Resident's choice of accommodations within our specially designed Reminiscence Neighborhood. The Reminiscence Neighborhood is staffed 24 hours a day by care managers who have been specially trained to support people with memory loss. The Residence's "Reminiscence", "Reminiscence Plus", and "Reminiscence Plus Plus" Program Fees include assistance with activities of daily living and programming support as determined by a personalized assessment utilizing a point system. The additional Program Fees are in addition to the Reminiscence Basic Rate.

## III. TERRACE CLUB

The Community's Terrace Club ("Terrace Club") is designed to assist seniors who are experiencing short-term memory loss. The Terrace Club features social interaction, memory stimulation, and physical activities in a personalized highly-structured schedule to address the Resident's cognitive, social, and physical needs. Included in the Terrace Club Base Fee (see Exhibit III.C) is your choice of accommodations within our specially designed Terrace Club. Your Base Fee includes services I through 8, listed above, under Assisted Living Base Services. There are separate Program Fees that include assistance with activities of daily living and programming support (see Exhibit III.C).

## IV. MEDICATION ASSISTANCE AND ADMINISTRATION

Medication Assistance is available to those Residents who need or prefer that the Residence staff assist the Resident to self-administer medications.

This service is provided in tiers (referred to as Levels in the Rate or Fee Schedule). The Resident will be placed in a tier based on the number of medications, and the amount and type of assistance involved. All medications must be prescribed by the Resident's personal licensed physician. Medication assistance includes: reminding the Resident to take the medication; opening the container if the Resident is unable to do so; checking the medication to ensure that it is the correct medication and dose; observing the Resident taking the medication; documenting whether the Resident has taken the medication; and ordering additional medication.

If the Resident is able to self-administer his/her own medications, the medications must be kept in a locked box or area.

Residents have the right to choose their own pharmacy. Residents may purchase medications from a pharmacy that has contracted with the Community or they can provide written notice to the Community that he /she will obtain medications from another pharmacy. If medications are obtained from another pharmacy, the labeling and packaging must comply with standards set forth in the New York Pharmacy Guide to Practice.

## V. CONTINENCE CARE PRODUCTS

A. **Supply of Products.** Continence products are available to Residents who need them, for an additional charge when a Resident opts for the Residence to supply him or her with incontinence products, the Residence staff will conduct an assessment to determine the Resident's level of need. There are three (3) levels of need, which correspond to the number of

products the Resident requires per day, Level I, Level II and Level III. There are also two (2) types of incontinence products that can be supplied, Tier I and Tier II products. The additional charge for incontinence supplies is based on the level of need and the type of product chosen.

B. **Levels of Need**. If the Resident requires one (I) to three (3) incontinence products per day, the Resident is assigned to Level I. If the Resident requires four (4) to six (6) incontinence products per day, the Resident is assigned to Level II. Finally, if the Resident requires seven (7) or more incontinence products per day, the Resident is assigned to Level III.

C. **Product Tier**. There are two (2) types of incontinence products: Tier I consists of standard adult incontinence pads and Tier II consists of adult pull-up style incontinence pads.

## EXHIBIT III.B

## SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

### Supplemental Fees

| Additional Amenities | | Additional Charge Provided By |
|---|---|---|
| 1. | Assistance with Resident requested special maintenance projects, such as hanging pictures, furniture assembly, etc. beyond that maintenance required by this Agreement. The use of outside contractors or handyman services is not permitted without prior written approval of the Operator. | $ 25.00 /hour |
| 2. | Guest meals | $ 10.00 /breakfast<br>$ 10.00 /lunch<br>$ 10.00 /dinner |
| 3. | Barber and Beauty services | $ Fees posted in salon |
| 4. | Continence Products<br>$ 7 Level 1<br>$ 12 Level 2<br>$ 17 Level 3 | |
| 5 | Room Service (excluding sick tray) | $5.00/per meal |

### Additional Fees

**Special Assessments**. The Operator reserves the right to assess charges for special circumstances outside the Operator's control, such as sharp increases in costs of utilities or other necessary expenses. The Operator shall provide the Resident at least thirty (30) days' written, notice (or such additional days' notice as may be required by law) prior to the imposition of such special assessments.

**EXHIBIT I1I.B (continued)**

**Community Fee**

A rate or fee charged for services and amenities within the community utilized by all residents. The common space is approximately 60% of the square footage of each community.

Standard Replacements:

- Short Term Replacements:
  - Replace carpet on all floors
  - Replacement of all common area furniture for all floors: small and large armchairs. sofas, loveseats, coffee tables, and lamps.
  - Replacement of all dining room chairs and tables
  - Replacement of outdoor furniture: tables, chairs and benches
  - Replacement of all washers and dryers
  - Refresh of all Life Skill Centers for Reminiscence Neighborhoods

- Long Term Replacements:
  - Audiovisual and other entertainment equipment television, jukebox, piano
  - Kitchen equipment replacement
  - Replacement of telephone systems
  - Resurface parking lot
  - Repair sidewalks and walkways
  - Computer upgrades
  - Wallpaper/Paint for all communities upon necessary refresh
  - Refresh of bistro cabinets and countertops
  - Upgrade and refresh of all Common bathrooms

Community Fee: $____ 30 days Base Rate (non-refundable after 30 days)

**EXHIBIT III.C**

**RATE OR FEE SCHEDULE**

**Schedule of Fees**. The fees for the various service programs offered by the Residence are as follows:

| **Services or Product** | |
|---|---|
| Assisted Living Base Rate | * Varied based on Room Type* |
| Assisted Living Select Program Fee | $ 30/day |
| Assisted Living Plus Program Fee | $ 56/day |
| Assisted Living Plus Plus Care | $ 89/day |
| Enhanced Care (uncapped) starting at | $ 112/day |
| Reminiscence Program Fee | $ 80/day |
| Reminiscence Plus Program Fee | $ 106/day |
| Reminiscence Plus Plus Program Fee | $ 130/day |
| Reminiscence Enhanced Care (uncapped) starting at | $ 148/day |

| Medication Assistance and Administration | AL | Reminiscence |
|---|---|---|
| ____ Level 1 | $ 20/day | $21/day |
| ____ Level 2 | $ 27/day | $28/day |
| ____ Level 3 | $ 34/day | $35/day |

Community Fee: $____ 30 days Base Rate (non-refundable after 30 days)

* Enhanced Care fees are variable, depending on the needs of the resident as determined by the resident's assessment score.

**EXHIBIT IV**

**TRANSFER OF FUNDS OR PROPERTY TO OPERATOR**

# N/A

**EXHIBIT V**

**PROPERTY/ITEMS HELD BY OPERATOR FOR YOU**

# N/A

## EXHIBIT VI

## RULES OF THE RESIDENCE

A. The Resident will use the Suite only for residential dwelling purposes.

B. Smoking is not allowed in any Resident Suite. Smoking is only allowed in designated "Smoking Areas." Whether to designate any Smoking Areas is within the sole discretion of the Operator. The Operator may require residents to be supervised when smoking.

C. A Private Duty Aide is not permitted to reside in the Community. Services provided to the Resident by a Private Duty Aide may not replace those in which the Community is required by law or regulation to provide to the Resident.

D. Resident agrees to maintain the Suite in a clean, sanitary and orderly condition. The Resident will reimburse the Residence for the repair or replacement of furnishings and fixtures in the Suite beyond normal wear and tear. The Resident will reimburse the Residence for actual expenses incurred for loss or damage to real or personal property of the Residence caused by pets or the negligence or willful misconduct of the Resident or the Residents agents, guests, or invitees. Additionally, the Resident will be responsible for any charges for damage caused by themselves or their guests, if such charges are imposed by a court order. The Resident has the opportunity to dispute any charges.

E. Any damage to carpeting in the Resident's Suite, other than normal wear and tear, including stains and/or odors due to incontinence or pets, will result in the carpet being professionally cleaned, repaired or replaced by the Operator. The Operator will have the right to determine whether the carpet needs to be repaired, cleaned, or replaced. The Resident will have the right to dispute these charges. The Resident shall be responsible for the cost of the repairing, cleaning, or replacing the carpet, if such charges are imposed pursuant to a court order.

F. The Resident will not alter or improve the Suite without the prior written consent of the Operator. Upon the termination of this Agreement, the Resident will be required to return the Suite to the original condition at his/her own expense prior to the expiration of any applicable notice periods.

G. The Resident will notify the Operator promptly of any defects in the Suite, common areas or in the Residence's equipment, appliances, or fixtures.

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

I. The Operator agrees to respect your privacy to the extent reasonably practicable and will attempt to notify you no less than 24 hours before entering the Suite, except in cases of emergencies. In the case of an emergency, the operator may enter the Suite at any time, without your consent.

J. The Resident will vacate the Suite at the termination of this Agreement, remove all of the Resident's property, and deliver possession of the Suite and any furniture, equipment, appliances, and fixtures supplied by the Residence, to the Residence in good condition, ordinary wear and tear excepted. The Resident will pay the cost of removing and storing any property of the Resident remaining in the Suite after the termination of this Agreement for up to one year following such removal. After one year, the property will be discarded, as allowable by State law.

K. The Resident will not keep a dog, cat, bird, fish, or other pet of any kind in the Suite unless the Resident and Operator have executed the Pet Addendum, which will be provided to you if you currently have a pet or if you acquire a pet during your residency.

L. If at any time the Resident wishes to use a motorized vehicle, he/she must execute a Motorized Vehicle Addendum, available upon request.

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

N. The Resident and Resident's Representative understand and agree that the Operator may restrict an individual's visitation rights or bar an individual from entering the Residence if it is determined that the individual is disrupting the care of the Resident, the care of other residents. Restriction of access to the facility is in accord with Regulation 485.14(a)-(k) and the Dear Administrator Letter HCBC-03-08, dated December 10, 2003.

Date: _____ _____
(Signature of Resident)

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

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

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

## EXHIBIT VII

## RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

Resident's Rights and Responsibilities, in accordance with Regulation 1001.8, shall include, but not be limited to the following:

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

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

C. Every Resident shall have the right to have private communications and consultations with his or her physician, attorney, and any other person.

D. Every Resident, Resident's representative and Resident's legal representative, if any shall have the right to present grievances on behalf of himself or herself or others, to the residence's staff, Administrator or Assisted Living Operator, to governmental officials, to Long Term Care Ombudsman or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the residence to work for improvements in resident care.

E. Every Resident shall have the right to manage his or her own financial affairs.

F. Every Resident shall have the right to have privacy in treatment and in caring for personal needs.

G. Every Resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions.

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

I. Every Resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the Operator or any person affiliated with the Operator.

J. Every Resident shall have the right not to b 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 the activities of daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided that an Operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a Resident who has been fully informed of the consequences of such refusal.

M. Every Resident and visitor shall have the responsibility to obey all reasonable regulations of the residence and to respect the personal rights and private property of the other residents.

N. Every Resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such Resident in any repot of such accident or incident.

O. Every Resident shall have the right to receive visits from family members and other adults of the Resident's choosing without interference from the Assisted Living residence.

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

**WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.**

## EXHIBIT VIII

## OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

The Operator encourages all residents and family members to express any complaints about the Residence and to suggest remedies or improvements in policies and services. The Operator will be responsive to reasonable concerns and suggestions. We also encourage residents and family members to let staff know when services and policies are satisfactory and should continue unchanged.

**PROCEDURES:**

The Residence's steps for making a complaint are as follows:

1. Discuss the concern or complaint with the Executive Director of the Residence. If there is no resolution to the matter or you do not feel comfortable discussing the matter with the Executive-Director, then,

2. Discuss the concern or complaint with the Regional Director of Operations for the Residence. If there is no satisfaction, then

3. Contact the Regional Vice-President of Operations. If there is no satisfaction, then

4. Contact the Sunrise Senior Living Community Support Office to express the complaint at 1-800-929-4124. If you are still unsatisfied then

5. Contact the following agencies:

New York State Department of Health
Adult Care Facility Complaint Hotline
Phone Number: 1-866-893-6772

Ombudsman
New York State Long Term Care Ombudsman
Toll-Free Number 1-800-342-9871
Local Number: 914-682-3926

Another way to air grievances is through the monthly Resident Council meetings. You may submit a grievance to the Resident Council in writing in advance of a meeting, or verbally during a meeting. Grievances and recommendations for change or improvement in residence operations and programs, which are presented by residents, their family or representatives (or sent anonymously) and received/reviewed by the Resident Council, will be responded to in writing within 21 day of receipt, in accordance with section 487.5(c) and 488.5(b) of Title 18 NYCRR. At no time will any team member of the Residence take any improper action against a resident for making a complaint, whether or not the complaint is valid. The Residence will consider dismissing any employee who is found to be threatening, ignoring, humiliating, retaliating, or discriminating against residents who voice complaints. Resident grievance(s) and recommendations will remain confidential. *See* Title 18, 487.5, Grievances and Recommendations for additional information.

## EXHIBIT IX

## PET RULES

The Community consents to the Resident keeping in the Suite the household pet described as follows (the "Pet"):

_____ Kind and breed

_____ Name

_____ Color

_____ Height **(maximum height permitted is 18")**

_____ Weight **(maximum weight permitted is 30 lbs.)**

_____ Age

The Resident will provide the Community a photograph of the Pet at the time this Addendum is executed.

**A. Responsibilities of the Resident.** The Resident will keep the Pet in the Suite, except when walking the Pet, if applicable, or transporting it to and from the Suite. The Resident will not allow the Pet in building lobbies or in common residential area, other than to transport the Pet to and from the Suite. The Resident will walk and curb the Pet only in areas designated by the Community and will be responsible for cleaning up after the Pet. When the Pet is not in the Suite, the Resident will keep it on a leash no longer than five feet or in a cage or other appropriate closed and ventilated container, and in the control of the Resident. If the Pet is a bird, the Resident will keep it caged both in and out of the Suite. If the Pet is a dog or cat, the Resident will ensure that it wears a collar with appropriate identification (including the Resident's telephone number) at all times that it is out of the Suite.

The Resident will comply with all vaccination and licensing requirements applicable to the Pet, showing proof of this upon request, and will comply with appropriate standards of care, treatment, and grooming. The Resident will be responsible for the health, welfare, and proper care of the Pet. The Resident will ensure that the Pet does not disturb the right of other residents to the peaceful enjoyment of their Suites and of the common areas. The Resident will not leave the Pet unattended when the Pet is not in the Suite.

The Resident will be liable for any personal injury or property damage caused by the Pet that is suffered by the Community, its employees or agents, other residents, guests, or invitees.

The Resident will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by the Community in enforcing any liability of the Resident under this Addendum, if so ordered by a Court.

**B. Term and Termination.** This Addendum will continue until the Residency Agreement between the Resident and the Community is terminated, unless either party terminates this Addendum for any reason by giving seven (7) days prior written notice to the other party. The Community may terminate this Addendum upon twenty-four (24) hours notice in the event the Resident breaches any of the Resident's obligations under this Addendum. In the event that the Pet is left unattended for more than twenty-four (24) hours, or if the Community determines that the Resident, for any reason, is unable to care for the Pet, the Community reserves the right to arrange for the Pet to be delivered to:

_____
(Sponsor)

or to such other individual or agency as the Community determines to be appropriate. The Resident will pay all costs of delivery, feeding, care, treatment, and housing of the Pet until such time as the sponsor takes possession of the Pet. The Resident acknowledges that the Resident has no right to keep a pet except to the extent expressly permitted by this Addendum, and that the Community reserves the right to withdraw its consent to the Resident keeping the Pet at any time by terminating this Addendum as permitted above.

Community

Date: _____ By: _____

Title: _____

Resident / Responsible Party:

Date: _____ _____
Signature

_____
Title

Resident / Responsible Party:

Date: _____ _____
Signature

_____
Title

**EXHIBIT X**

**ENHANCED ASSISTED LIVING RESIDENCE (EALR)**
**ADDENDUM TO RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between Sunrise at Crestwood (the "Operator"), _____, (the "Resident or You"), _____, (the "Resident's Representative"), and _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

## I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Sunrise of Crestwood
*(Name of Residence)*
located at 65 Crisfield St, Yonkers, NY 10710.
*(Address)*

## II. Physician Report

You have submitted to the Operator a written report from Your physician, which report states that:

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

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

## III. Request for and Acceptance of Admission

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

## IV. Specialized Programs, Staff Qualifications and Environmental Modifications

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

- Services to be provided in the Enhanced Assisted Living Residence;

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

## V. Aging in Place

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

## VI. If 24 Hour Skilled Nursing or Medical Care is Needed

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

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

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

AND

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

AND

d. You are otherwise eligible to reside at the Residence.

## VII. Addendum Agreement Authorization

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

Date:_____ _____
(Signature of Resident)

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

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

Date:_____ _____
(Signature of Operator or Operator's Representative)

**EXHIBIT - EALR #1**

**Services that can be Provided in the Enhanced Assisted Living Residence**

- All services available in the Assisted Living Residence
- Physical assistance with walking, wheelchair propelling and prescribed exercises
- Physical assistance of another person to climb or descend steps
- Intermittent nursing needs
- Limited assistance with medical equipment
- Chronic unmanaged urinary or bowel incontinence
- Medication assistance

**Staffing -**
The Residence will staff adequately to meet the needs of the residents. At a minimum the community will staff two care givers in addition to housekeepers, dining, and managers on the AM shift in Assisted Living and a minimum of two care givers in the reminiscence neighborhood. On the afternoon shift the community will staff a minimum of two care givers in Assisted Living and two care givers in Reminiscence. Overnight staffing will be at the minimum of two care givers in Assisted Living and one care giver in Reminiscence all who will be awake. In addition, based on the assessment of residents by the nurse and the individualized service plans additional staff will be employed and in place. The following methodology is employed. An inter-disciplinary team, including a nurse, assesses each resident for the appropriate level of care. Care managers are then scheduled based upon this analysis of resident needs. Schedules (i.e.: staffing levels) are reviewed at least weekly to keep up with move-ins and move-outs, as well as any reassessments that may occur. Daily adjustments of staff for particular shifts may occur as well, depending upon the preferences of residents for times when they desire to receive meals, baths or other personal care services. Care Managers (direct care staff) are on duty twenty-four hours a day with a minimum of sixteen hours per shift. Licensed personnel are scheduled a minimum of fifty-six hours a week.

**Training –**
All team members go through an intensive orientation training program on the Aging Process, Activities of Daily Living and how to deliver care to residents in the Enhanced Assisted Living Residence. In addition, they complete a hands-on portion of training called the Shadowing and Skills Demonstration experience which ensures the appropriate application of concepts learned in the classroom training.

Each team member will also receive ongoing education and training each year based on the needs of residents living in the Enhanced Assisted Living Residence.

**Environmental Modifications**
Additional safety features include smoke barriers which are a continuous fire rated partition or wall, extending from one exterior wall to another exterior wall, with all openings protected with fire-rated and smoke tight doors equipped with appropriate hardware. In addition monthly fire drills are held for staff and volunteers at varied times during the day and night.

## EXHIBIT XI

## SPECIAL NEEDS ASSISTED LIVING RESIDENCE (SNALR) ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Sunrise at Crestwood (the "Operator"), _____ , (the "Resident" or "You"), _____ , (the "Resident's Representative"), _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.
This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This addendum must be attached to the Residency Agreement between the parties.

### I. Special Needs Assisted Living Certification

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Sunrise of Crestwood
*(Name of Residence)*
located at 65 Crisfield St. Yonkers, NY 10710.
*(Address)*

### II. Request for and Acceptance of Admission

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

### III. Specialized Programs, Staff Qualifications and Environmental Modifications

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

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

## IV. Addendum Agreement Authorization

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

Date:_____ _____
(Signature of Resident)

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

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

Date:_____ _____
(Signature of Operator or Operator's Representative)

# Plan of Operation

## Dementia Care Disclosure Statement

### A. Philosophy and Mission

The Sunrise Reminiscence Program has been specifically designed for residents with Alzheimer's disease and/or other types of dementia. By providing comfort and security in a home-like environment, the program supports each resident's abilities and affirms dignity and self-esteem. This is done through the unique and innovative programmatic approaches like individual Life Skills, opportunities for reminiscing, snoezelen and more. Snoezelen is a pleasurable multi-sensory experience which takes place in a relaxing environment. It is a personalized experience that stimulates the senses. In addition, the designated care manager model allows us to provide resident-centered care using these adaptive approaches to everyday living for residents with dementia.

In addition to the Sunrise Principles of Service and mission, the Reminiscence program has specific signatures, one of which is a philosophy of *creating pleasant days.* In working to create pleasant days, team members provide residents opportunities for meaningful and purposeful activity and interactions. This is done directly and indirectly through daily scheduled activities and creating an engaging environment for residents. If something as simple as walking in the sunshine or singing a favorite song brings happiness or contentment to a resident, then we have successfully created a pleasant day. Being involved in something meaningful and purposeful, regardless of its simplicity, is the goal.

### B. Pre-move in Assessment

Every resident is assessed before moving into to Reminiscence neighborhood. Move in is based on several factors:

- A Physician's report (ALR Medical Evaluation) including a diagnosis of Alzheimer's disease or dementia
- A completed assessment (Service Evaluation and Health Assessment and ALR Personal Data and Resident Evaluation) by the Health Care Coordinator, Reminiscence Coordinator, Case Manager and others as appropriate, to determine, in coordination with the physician, if the resident is appropriate for move in and does not present any health conditions specifically precluded by state regulations.
- Internal moves from assisted living to reminiscence will be based on a completed assessment by the Health Care Coordinator, Case Manager, and the Reminiscence Coordinator and consultation with the physician when appropriate

### C. Move in

In each community, there is a specific area designated as the Reminiscence neighborhood.

In addition to the standard services like dining, housekeeping and laundry, the Reminiscence neighborhood offers residents with dementia additional services including, but not limited to:

- Dining program- designed to encourage independence in dining by:

- offering a visual description of the menu choices (sample plates)
- using linens and dishes that contrast in color for ease of eating for residents with limited vision
- using a variety of dishes that adapt to residents differing abilities
- finger foods available for residents who wander or have difficulty using utensils

- Hydration program- encouraging fluid intake throughout the day to minimize illness, infection and falls (i.e. falls caused by symptoms of dehydration).
- Family Services- support for resident family members and loved ones, we offer monthly communication thru letters home, monthly support groups (led by a facilitator certified by the Alzheimer's Association), quarterly family events and a Family Resource Library.

To assist in the transition into Reminiscence the community utilizes the family services mentioned above to assist in the transition. In addition, through the individualized care plan and the designated care manager the transition for the residents' needs are met.

**D. Assessments**

A physician assessment is completed for each resident before move in . This information is incorporated into the resident assessment and care planning. A Service Evaluation and Health Assessment and ALR Personal Data and Resident Evaluation is completed by the Health Care Coordinator (HCC) and the Reminiscence Coordinator/Case Manager, prior to move in. In addition , assessments are completed at least every six (6) months thereafter and at any point that the resident experiences a significant change in condition.

All assessments are completed with information gathered from observation, direct interaction, communication with the resident, family member(s) and/or responsible party, Sunrise team member, service providers (e.g. Home health nurse, Hospice nurse, etc.), and others. All assessments are then used to create a plan of care for each resident called the Individualized Service Plan (ISP).

**Care Planning**

Each resident's Individualized Service Plan (ISP) reflects their health service needs in addition to personal preferences, activity likes and dislikes and other helpful information. Resident and/or family involvement (with the resident's permission) is encouraged and coordinated through on-going communication, and specifically the service plan meeting. At the meeting, all issues impacting the resident, including a comprehensive review of the ISP are discussed. In addition to the residents and/or family/responsible party, the following Sunrise team members will be in attendance (as is deemed necessary by the Executive Director): the Health Care Coordinator, Executive Director, Activity & Volunteer Coordinator, Designated Care Manager, the Reminiscence Coordinator/Case Manager, Assisted Living Coordinator and Dining Services Coordinator. The meeting will include discussion about the resident's social, spiritual, cognitive and physical well being, including significant changes in condition and care needs.

The updated Individualized Service Plan (ISP), is placed in the resident's wellness file, with a copy in the Resident Services book, for direct access by the resident's designated care managers.

In addition there are monthly Service and Health Updates completed by the Health Care Coordinator and the Reminiscence Coordinator/Case Manager and sent home to families to keep them informed on their loved ones care, needs and preferences.

## E. Activities and Services

The Sunrise Reminiscence philosophy is to create pleasant days for each resident. The program is aligned closely with that of the Alzheimer's Association's standards as outlined in the Guidelines for Dignity and Key Elements of Dementia Care. A daily program calendar of activities is developed based on the preferences and needs of residents in each Reminiscence neighborhood. Initially, information regarding activity preferences is gathered from the Resident Profile and Reminiscence Addendum. Key pieces of information are summarized on the Demographic Profile for easy reference by team members. As we learn more about the resident and their preferences relating to what is meaningful to them, the GSP is updated using the Resident Profile Contact Notes which are accessible to all team members.

The Reminiscence program consists of at least 5 scheduled activities every day. Activities are developed and planned with the goal of stimulating the various interests and preferences of each resident. Examples include:

| Examples | |
|---|---|
| Social | Afternoon social, Birthday celebration, Golden Oldies music on Monday |
| Spiritual | A walk in the garden, Rosary, Church services on Sunday, poetry |
| Physical | Classical Music Moves, Chair aerobics, Park walk , Dancing |
| Cognitive | Name that tune, Radio stories in the evening, News Headlines |
| Emotional | Reminiscing, Spiritual Memories, Grandchildren are Great! get together |

The Reminiscence program also offers opportunities for residents to participate in activities that are familiar and offer opportunities for success through the life skill centers. These themed designated areas include furniture or other items that engage residents and encourage participation. Reminiscence kits may be used as portable theme kits to evoke memories around a certain theme (e.g. wedding, sewing, etc) and encourage socialization.

Additionally, opportunities for snoezelen are available through use of a designated room or area within the neighborhood or a sensory kit that allow residents to enjoy a multi-sensory experience. In addition to providing a calm and pleasing respite from busier activities, the benefits for each resident vary as each experience is unique.

The above activities are examples. Each community offers an individualized and varied program tailored to the unique preferences of each resident in the Reminiscence neighborhood.

## F. Team Member Qualifications

The Reminiscence Coordinator is a professional dedicated to hiring, supervising, educating and training the team members that work in the Reminiscence neighborhood. When evaluating potential candidates for the care manager role, the /Case Manager assesses each individual's qualifications with priority being their passion for serving seniors, specifically those with dementia.

## G. Team Member Training

All team members working in the Reminiscence Neighborhood goes through an intensive orientation training including dementia and cognitive impairment specific training . As part of

defining the disease process, team members will learn about common concerns related to dementia such as, hydration, recognizing symptoms, communication skills and behavioral challenges. In addition, they will complete a hands-on portion of training called the Shadowing and Skills Demonstration experience. This module ensures the appropriate application of concepts learned in classroom training.

The Reminiscence Coordinator/Case Manager participates in the Sunrise University program including all orientation course level work as well as management training and topic specific training (e.g. Staffing and Scheduling, Reminiscence, Resident Care, etc). As a way to provide one-on-one orientation to the role, each Reminiscence Coordinator is partnered with a mentor (team member in the same role who has proven to be successful by various indicators such as the Quality review process) with whom they spend several days learning the practical function of the role. This learning experience prepares them for success in planning and delivering care to residents through their dedicated team. The relationship with their mentor is on-going and promotes the sharing of best practices throughout Sunrise communities.

Each team member will receive ongoing education and training each year . In addition the team members working in reminiscence trainings will include trainings related to dementia and the residents' specialized needs. A variety of topics and training materials are available to meet the unique needs of residents living in the Reminiscence neighborhood. Some of the training topics will include:

- Effects of medication on the behaviors of residents
- Common challenges, such as wandering, aggression and inappropriate sexual behavior
- Activities and positive therapeutic interventions
- Communication skills (resident and team member)
- Promoting Sunrise Principles of Service (including dignity, independence, individuality, privacy and choice)
- End of life issues, including hospice
- Pain management

The Alzheimer's and Dementia Care 101 and 102 portion of the Sunrise University training and miniModules have been developed through partnerships with the Alzheimer's Association, dementia experts and health professionals specializing in the care of individuals with dementia.

In addition, any state specific training required will be provided to the coordinator and care managers.

## H. Physical Environment and Design Features

As the Reminiscence program was developed, a great deal of research and effort was put into creating a homelike environment that was both comfortable and familiar to residents while encouraging independence and preserving each resident's dignity. Beyond providing a safe and secure environment, each community offers adaptive design features that promote resident independence and success in activities of daily living. Features may differ based on the community.

Examples of safety features:

- Ensuring chemical safety by locking potentially harmful substances

- Ensuring items that may pose harm to a resident are not left in areas where they can be easily accessed by a resident (examples of such items: knives, matches, firearms, etc.)

If a resident desires to leave the Reminiscence neighborhood or secured area, team members will attempt to engage the resident in an activity of interest. Should the resident remain interested in leaving the neighborhood, they will be accompanied by a team member to ensure their safety and wellbeing.

Examples of adaptive design features:

- Memory boxes used to stimulate socialization and personalization of resident suites
- Solid, non-patterned carpet to encourage residents to walk freely throughout the neighborhood
- Contrasting bathroom walls and doors to highlight key features such as the toilet and bathroom entrance in common areas
- Motion sensors to highlight the bathroom when a resident walks by promoting independent use
- Tactile art offering stimulation and interest to engage residents
- Specially designed armoires to facilitate successful and independent clothing selection and dressing
- Room designated for snoezelen and/or a portable snoezelen cart
- Outdoor activity areas with spaces to enjoy gardening, walking and fresh air
- Walking paths conducive for those who like to freely wander
- Extended chair rail molding available for stabilization when walking

In order to ensure the safety of residents each community will maintain a community-specific disaster plan. The plan will include accommodations for residents with dementia and incorporate company policies for natural disasters and fire safety. The plan will specifically address: designation of assignments, plan for evacuation, provisions for notifying hospice providers in the event of an evacuation and/or relocation, means of exiting areas designated for residents with dementia, transportation arrangements, relocation sites and accommodations, means of contacting local agencies (e.g. fire department, law enforcement agencies, civil defense and other authorities), and the continued provision of care and services to residents. The community will coordinate any evacuation with Sunrise corporate office, and any decision to evacuate will ultimately be made by the Senior Vice President of North American Operations, except in situations of immediate or imminent threat to resident safety. Each community maintains exiting plans and telephone numbers. In addition, each community keeps a resident directory that indicates the type of assistance needed in an emergency that would cause evacuation of the building.

## I. Changes in Condition

When a resident's condition changes (including changes in observed behavior), the Health Care Coordinator and or Reminiscence Coordinator/Case Manager will notify the family and/or responsible party. Based on the nature of the observed change in condition, the resident's physician will be notified by Health Care Coordinator, Case Manager, or designated team member. Assessments and the ISP if applicable are updated upon a change in the resident's condition. Physician assessments, if any, will be used in the development of the ISP.

When a specific behavior(s) is observed, the designated care manager works with other team members and/or family members/ responsible party to address the issue. There is training on the various approaches available to team members through the use of miniModules, resources in our Family Resource Library like *Understanding Difficult Behaviors,* a working relationship with groups like the local Alzheimer's Association, and partnership with the resident's physician. Utilizing these resources as well as programmatic and safety features provides a proactive approach for alleviating negative behavior(s) as an alternative to psychoactive medications. Should it be necessary for a resident to take psychoactive medications as ordered by their physician, the orders will be reviewed quarterly by the consultant pharmacist. Once reviewed, the pharmacist with contact the physician directly if it is determined (through the review process and documentation) that medication usage, particularly psychoactive medications, can be decreased or altered offering a positive benefit to the resident.

In each instance, all possibilities are to be exhausted in meeting a resident's needs with priority placed on insuring a safe environment for all residents. In the event that it is no longer safe or in the best interest of the resident to reside in the Reminiscence neighborhood, it would be recommended that the resident consider relocating. If a transfer out of the neighborhood is determined to be in the best interest of the resident the team members would work with the family, responsible party or advisor to assist in finding a suitable setting for the resident and would help coordinate any other outside service agencies that may be needed or desired.

## J. Success Indicators

At Sunrise, we continually strive to learn new ways to improve programs and service to residents. As a result, we have a variety of success indicators and quality measurement processes in place. These include but are not limited to:

- Internal quality assurance process: The process measures each community's adherence to company standards as well as policies and state regulations.
- Customer Engagement (customer survey): annual invitation of feedback through an outside agency assessing customer engagement/satisfaction
- Team Member survey: annual invitation of feedback through an outside agency assessing team member engagement/satisfaction
- Customer relations
- Licensure survey activity

Many of the above mentioned success indicators are partnered with impact plans for the greatest potential for improved quality. In addition, the success indicators are monitored and measured at a corporate level. Analysis results impact planning and development which furthers our mission of championing quality of life for all seniors.