The Osborn
Assisted Living Residence

RESIDENCY AGREEMENT

June 29, 2005
(Proposed Revised May 1, 2018)

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RESIDENCY AGREEMENT

This Agreement is made between The Osborn, the "Operator", _____ (the "Resident" or "You"), _____ (the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 101 Theall Rd, Rye, NY 10580 an Assisted Living Residence ("The Residence") known as The Osborn *and* an Enriched Housing program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence.

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

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AGREEMENTS

I. Housing Accommodations and Services.

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

A. Housing Accommodations and Services

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

2. **Common Areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, the assisted living dining rooms, libraries, hair salon, activity room, parlors and solarium, theater, grounds, gardens, and guest outdoor parking spaces, as well as, as appropriate, the Natatorium, including pool and whirlpool, the fitness center, the club room and private dining room, and other dining rooms.

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

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

concerns, etc.)

B. **Basic Services**

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

1. **Meals and Snacks.** Three nutritionally well-balanced meals per day and multiple snacks, offered and as requested throughout the days and evening 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 concentrated sweets, calorie controlled diet, cholesterol restricted diet, mechanical soft diet, no added salt diet, pureed diet, regular diet, finger food.

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 furnish housekeeping services to the Apartment weekly or more often if needed, including vacuuming, dusting, and cleaning of bathrooms and kitchen.

4. **Linen Service.** (if requested, towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition)

5. **Laundry of Your Personal Washable Clothing.**

6. **Supervision on a 24-hour Basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a

day, seven days a week basis) as well as the other components of supervision as specified in law.

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

8. **Personal Care.** Includes some assistance with bathing, grooming, dressing, toileting *(if applicable),* ambulation *(if applicable*), transferring (*if applicable*), feeding, medication acquisition, storage and disposal, assistance with self-administration of medication.

9. **Development of Individualized Service Plan.** (*including ongoing review and revision as necessary*)

C. **Additional Services.**

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

D. **Licensure/Certification Status.**

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

II. Disclosure Statement

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

of this Agreement. In signing this Agreement, you acknowledge that the Operator has provided to You the Consumer Information Guide developed by the Commissioner of Health.

III. Fees

A. **Basic Rate.**

(1) Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative _____ agree that the Resident (*or other specified party*) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement. (the "Basic Rate"). The Basic Rate as of the date of this Agreement is ($_____per month), ($_per day).

(2) Tiered Fee Arrangements

Not Available.

B. **Supplemental, Additional or Community Fees.**

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

Exhibit I.C. details Supplemental or Additional fees that may be charged to the Resident. The listed fees are effective as of the date of this Agreement and are subject to change with notification.

A Community fee is a one-time fee that the Operator may charge at the time of admission. **The Osborn does not charge a Community fee.**

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. See Exhibit III.B. for Supplemental/Additional fees.

C. **Rate or Fee Schedule.**

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

D. **Billing and Payment Terms.** (*Include any specific billing and payment requirements, including late fees, if any.*) One month advance fee is due at the time of admission. Subsequent payment is due upon the receipt of the monthly statement and shall be delivered to The Osborn, Attn: Finance Department, 101 Theall Rd, Rye, NY 10580.

In the event a Resident has exhausted their funds and is unable to pay for services provided by the Operator, a review will be conducted by the Operator to determine the Resident's eligibility for the charity care program.

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

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.

2. Since a Community fee is a one-time fee, there can be no subsequent increase in a Community fee charged to You by the Operator, once You have been admitted as a Resident. **The Osborn does not charge a Community fee.**

3. If You, or Your Resident Representative or Legal Representative agree in

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

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

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

F. **Apartment Reservation.**

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is $ _____ per _____. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The space will be reserved as long as this Agreement is in effect. A provision to reserve a residential space does not supercede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. <u>Refund/Return of Resident Monies and Property.</u>

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 Resident or Legal Representative or any person designated by You with a final

written statement of Your payment and personal allowance accounts at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days, any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made.

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.

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

V. Transfer of Funds or Property to Operator.

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

VI. Property or Items of Value Held in the Operator's Custody for You.

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

VII. Fiduciary Responsibility.

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

held for You by the Operator shall be Your property.

VIII. Tipping.

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

IX. Personal Allowance Accounts for Recipients of SSI or SNA Only.

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with You or Your Representative.

You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

You must complete the following:

I receive SSI funds _____ or

I have applied for SSI funds _____

I receive SNA funds _____ or

I have applied for SNA funds_____

I do not receive either SSI or SNA funds_____

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

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

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet

the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.

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

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

4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

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

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

7. Enhanced Assisted Living Care may also be provided to certain persons

who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence (Resident Handbook).

The Operator has established and adopted policies, procedures, rules and regulations ("Resident Handbook") for the occupancy of the Apartment at The Osborn, as well as for the orderly operation and management of the facilities. By signing this Agreement, You and Your representatives acknowledge that you have received a copy of the Resident Handbook and agree to obey all reasonable Rules of the Residence.

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

A. You, or Your 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.

7. To use the Apartment only for residential purposes and not use it for business purposes or the practice of any profession without the prior written consent of the Operator.

8. You are requested to make reasonable advance arrangements for your personal affairs in the event of your death, incapacity or incompetence. The Osborn has forms of durable powers of attorney for health care and financial decision-making and encourages You to review them and seek appropriate professional advice regarding your options.

9. To keep a pet only upon the prior written approval of the Operator and under the terms set forth in the Resident Handbook.

10. To pay all moving expenses upon termination of this Agreement.

11. To obtain and maintain appropriate insurance on Your personal property and possessions in the Apartment, if desired.

12. To pay the cost of all repairs, alterations, or replacements made by the Operator as a result of any act or omission or negligence by You whether in the Apartment or in the Common Facilities or grounds.

13. To pay the Operator's expenses, including reasonable attorney's fees, incurred in enforcing any of Your obligations under this Agreement that are breached.

14. To indemnify and save the Operator and its officers, trustees, agents and employees harmless from all costs and expenses, including attorney's fees, arising out of or related to any injury, loss, claim, expense, or damage, however caused, to any person or property

while in the Apartment or in The Osborn, and to any person or property anywhere, occasioned by any act or omission, neglect, or default by You.

15. The Resident or the Resident's Representative retains any and all rights under law and equity, to contest the imposition of any such costs and fees, and to assert any claims they would have against the Operator for damages, losses, liabilities, obligations, property damages or other expenses of any type (including court costs and attorneys' fees) as ordered by a court of competent jurisdiction.

XIII. Termination and Discharge.

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

1. By mutual agreement between You and the Operator. This Agreement shall also terminate upon permanent transfer of the Resident to The Osborn Pavilion or upon the death of the Resident, the effective date for which will be the date the Apartment is returned to The Operator ready for re-occupancy.

2. Upon 60 days' notice from You or Your Representative to the Operator of Your intention to terminate the Agreement and leave the facility.

3. Upon 30 days' written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this Agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not

permitted by law or regulation to provide;

2. 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 its 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.

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

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You.

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

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

XIV. Transfer.

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

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

2. In the event that Your behavior poses an imminent risk of death or serious

physical injury to 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.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been removed. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities.

Attached as Exhibit XII 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.

XVI. Complaint Resolution.

The Operator's procedures for receiving and responding to Resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI 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.

A. **Binding Arbitration.**

1. Arbitration of Disputes and Claims. The Operator believes that arbitration is a more cost-effective and efficient means for resolution of the parties' disputes and claims. By signing in the space provided below, Resident and/or Resident's Representative is (are) agreeing to binding arbitration of any claims or disputes that may arise, or relate to the care and services provided to Resident, during the Resident's stay at the Residence.

2. Waiver of Judicial Remedies. By signing in the space provided below, Resident and/or Resident's Representative is (are) also agreeing to waive any right to a trial by jury or to bring claims in a court of law that may arise or relate to the care and services provided during the Resident's stay at the Residence.

3. Termination and Discharge. This agreement to arbitrate does not apply to Operator termination of the Agreement and discharge of Resident, which proceeding would be governed by Section XIII of this Agreement.

I have read, understand, and agree to the above sections (Arbitration of Disputes and Claims [XVI.A.1.], Waiver of Judicial Remedies [XVI.A.2.] and Termination and Discharge [XVI.A.3.]), and agree to binding arbitration:

_____

Resident

_____

Responsible Party

XVII. Miscellaneous Provisions.

1. This Agreement constitutes the entire agreement of the parties.

2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.

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

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

XVIII. Agreement Authorization.

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

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)

ENHANCED ASSISTED LIVING RESIDENCE

ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between The Osborn (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 The Osborn, located at 101 Theall Rd, Rye, NY 10580.

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. 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.

IV. 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.

V. 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.

VI. 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.

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)

EALR #1

Services provided include:

- 24 hour nursing evaluation, oversight, contact with other clinical providers
- Supervision of home health aides
- Nursing care and treatments
- Nurse administration of medications (additional fee)
- Coordination of additional clinical services

Staffing levels and experience (in addition to administration and residential services staff)

- 24 hour licensed nurses (1-2), LPN or RN with long term care experience
- 24 hour care coordinators (3-5), NYS certified home health aides, 12 hours minimum annual inservice, long term care experience

Environmental modifications include:

- Handrails in all corridors
- Enhanced fire safety system

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

The Operator will supply:

- Wall-to-wall carpeting,
- Refrigerator,
- Microwave oven,
- Emergency call system,
- Smoke detector, and
- Window shades or blinds in your apartment
- 1 Telephone
- If requested:
    - a standard, single bed in good repair, a chair, a lamp;
    - lockable storage facilities for personal articles and medication which cannot be removed at will if the individual room or apartment is not equipped with a lock;
    - individual dresser and closet space for the storage of Resident clothing;
    - dishes, glasses, utensils, table;
    - household linens including, at a minimum, a pillow, a pillowcase, two sheets, blankets, a bedspread, towels and washcloths;
    - household supplies and equipment including soap and toilet tissue.

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

No kitchen appliances or space heaters are permitted in Resident Apartments other than carafe style coffee makers that don't require a hot plate. Extension cords or multiple attachments are not permitted unless they are UL rated and have built in overload protection, and have been approved by the Operator.

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

Item	Additional Charge	Provided By
Dry Cleaning	Per item	Embassy Cleaners
Professional Hair Grooming	Per service	Beauty Salon Vendor
Personal Toilet Articles	Per item	Osborn WellSpring Café
Commissary Goods	Per item	Osborn WellSpring Café
Medical Transportation	Per trip for other than included transportation	Osborn Transportation
Cultural/Activities Transportation	Per event for eligible offsite events	Event and Transportation Vendor
Incontinence Supplies	Per item	Osborn
Long Distance Telephone Service	Per use	
Local Phone Service		
Cable T.V. (if available)		Cablevision
Nurse Administration of medications for those residents unable to self administer medications based on MD order and ALR evaluation	$500 per month	Assisted Living Nursing
Other (specify)		

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The Operator arranges with Osborn Home Care, a New York State Licensed Home Care Services Agency, and an affiliate of the Operator, to provide personal care services to Residents under this Agreement.

EXHIBIT II

DISCLOSURE STATEMENT

The Osborn (the "Operator") as operator of The Osborn's Assisted Living Residence (the "Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health has been provided to you.

2. The Operator is licensed by the New York State Department of Health to operate at 101 Theall Rd, Rye, NY 10580 an Assisted Living Residence as well as an Enriched Housing Program. 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 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 93 persons.

b. Special Needs Assisted Living services for up to a maximum of 13 persons.

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

- Needs related to Chronic Illnesses and Aging in Place
- End of Life needs

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

- Dementia- up to and including moderate stage
    a. The Operator will post prominently in the Residence, on a monthly basis, the then- current number of vacancies under its 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 Special Needs Assisted Living programs only up to the numbers of persons stated above. If you become appropriate for Special Needs Assisted Living program, and one of these units is available, You will be eligible to be admitted into the Special Needs Assisted Living unit. If, however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Special Needs Assisted Living Residence program within this Residence, it will be necessary for You to change Your room within the Residence. The Operator also operates a NYS Licensed Home Care Services Agency and a NYS Licensed Skilled Nursing Facility on this property.

3. The Owner of the real property upon which the Residence is located is The Osborn.

4. The Operator of the Residence is The Osborn. The mailing address of the Operator is 101 Theall Rd., Rye, NY 10580. The following individual is authorized to accept personal service on behalf of the Operator: Matthew G. Anderson, President/CEO.

5. List any ownership interest in excess of 10% on the part of the Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other

services to Residents of the Residence. (None).

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

7. It is the policy of The Osborn Pavilion and Assisted Living to allow Residents and/or family members the opportunity to hire their own service providers, if so desired, and if appropriate to the Resident's situation. It is also the policy of The Osborn to maintain a safe environment for all Residents and staff by controlling access to The Osborn campus and maintaining an awareness of the identity of individuals who have care responsibilities for Osborn Residents. Therefore, all privately hired service providers who come to The Osborn campus must comply with all Osborn rules and regulations.

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

9. Residents eligible for Medicare Home Health Care services are referred for such.

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

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the Resident. 914-345-5900 ext. 7522 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT III.B.

SUPPLEMENTAL/ADDITIONAL FEES

Fees for additional services are listed in **EXHIBIT I.C**.

EXHIBIT III.C.

RATE OR FEE SCHEDULE

The rate for the Basic ALR/EALR services is contained on page 5 of the Residency Agreement.

1. Fees for additional services are listed in **EXHIBIT I.C.**

2. Security Deposit. In addition to any other fees described in the Residency Agreement and Exhibit I.C, Resident agrees to pay, in advance of occupancy, a security deposit ("Security Deposit") equivalent to one (1) month of the Basic Rate. The Security Deposit will be kept in an interest-bearing account, with interest accruing for the benefit of the Resident. The Operator will refund the Security Deposit, plus the accrued interest, to the Resident in accordance with Section IV of the Residency Agreement ("Refund/Return of Resident Monies and Property"). If Resident (i) fails to pay the Operator for services rendered, and/or (ii) has caused damage to the Resident's Apartment or Room requiring repair, replacement or alteration, the Security Deposit and any accrued interest will be applied to the outstanding indebtedness, and/or the cost of all repairs, replacement or alteration, without prior notice to Resident.

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

EXHIBIT XV.

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

(A) EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE RESIDENCE TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;

(B) EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES, SHALL NOT BE INFRINGED;

(C) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;

(D) EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

(E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

(F) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;

(G) EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL POSSESSIONS;

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND

PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

(J) EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;

(K) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

(M) EVERY RESIDENT AND VISITOR SHALL HAVE THE RESPONSIBILITY TO OBEY ALL REASONABLE REGULATIONS OF THE RESIDENCE AND TO RESPECT THE PERSONAL RIGHTS AND PRIVATE PROPERTY OF THE OTHER RESIDENTS;

(N) EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE THEIR SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH ACCIDENT OR INCIDENT;

(O) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE VISITS FROM FAMILY MEMBERS AND OTHER ADULTS OF THE RESIDENT'S CHOOSING WITHOUT INTERFERENCE FROM THE ASSISTED LIVING RESIDENCE; AND

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE.

(Q) EVERY RESIDENT SHALL HAVE THE 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 UNDER THE OPERATOR'S SPECIAL NEEDS ASSISTED LIVING PROGRAM.

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT

CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

EXHIBIT XVI.

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

It is the right of all Residents, or their Representatives, to express grievances or complaints or to make recommendations in an atmosphere free from restraint or fear of reprisal. Persons expressing such concerns are assured of confidentiality.

During admission, the Resident will be given a copy and explanation of the Bill of Rights. These Rights ensure that complaints are to be expressed freely, and responded to in a timely and appropriate manner.

If at any time you have a complaint, please contact Adrienne Rynne, the Assisted Living Program Manager at 925-8244 or the Resident Services Supervisor at 925-8319.

All complaints will be investigated and reviewed and a timely resolution to the complaint can be expected. All issues will be investigated, assessed and resolved appropriately as outlined in the Complaint Procedure. Action taken will be communicated within 15 days of receiving the complaint. The grievances will also be presented to the Quality Assurance Improvement Committee for review at the next quarterly meeting.

It should also be noted that any Resident may call the Office of the Aging Senior Hotline 1-800-342-9871 and they will connect you to the State Ombudsman Office. The local Ombudsman Office in Westchester is (914) 345-5900, Ext. 7522.

The Assisted Living Residents Council also serves as an excellent vehicle for voicing complaints and concerns. All complaints may be given to Adrienne Rynne.

(Also found in Resident's Handbook)