NEW YORK STATE OF OPPORTUNITY. | Department of Health

**ANDREW M. CUOMO**
Governor

**HOWARD A. ZUCKER, M.D., J.D.**
Commissioner

**SALLY DRESLIN, M.S., R.N.**
Executive Deputy Commissioner

February 21, 2020

May Ann Anglin
Cicero Consulting Associates
925 Westchester Avenue, Suite 201
White Plains, NY 10604

RE: Project Number 3536
The Ambassador at Scarsdale
EHP/ALR/EALR

Dear Ms. Anglin:

Thank you for for outlining the corrections to your proposed Residency Agreement for The Ambassador at Scarsdale.

Attached, for your records, is the approved Residency Agreement with EALR Addendum. Use of the approved Residency Agreement is based upon receipt of your Operating Certificate associated with above-referenced project number.

Please be advised that the approved Residency Agreement may not be altered without prior Department approval, pursuant to 10 NYCRR 1001.8(f)(6). If you wish to propose any revisions to this agreement, prior to implementation, you must first submit the changes in an editable Microsoft Office Word document via email at acfra@health.ny.gov.

Failure to submit the revisions and receiving Department approval prior to implementing a Residency Agreement will result in enforcement action and the imposition of civil penalties.

As always, thank you for your cooperation.

Sincerely,

Kristen M. Pergolino
Director
Bureau of Quality & Surveillance
Division of Adult Care Facility/
Assisted Living Surveillance

Enclosure
cc: T. Mott
J. Donovan
L. Ravichandran
B. Barrington

# AMBASSADOR OF SCARSDALE
# Assisted Living Residence
# Residency Agreement

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 21 2020

NYS Department of Health
Reviewer's Initials:

# AMBASSADOR AT SCARSDALE RESIDENCY AGREEMENT

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## AMBASSADOR AT SCARSDALE RESIDENCY AGREEMENT

**Ambassador at Scarsdale Residence** This agreement is made between:

**KARP Scarsdale, LLC (the "Operator" or "The Ambassador at Scarsdale")**
9 Saxon Wood Road
White Plains, New York 10605
Telephone: 914-428-3782 Fax: 914-428-3785

**The Resident: ("You" or "The Resident")**

Name: _____
Address: 9 Saxon Wood Road, Apt.
White Plains, NY 10605
Telephone: _____

**The Resident's Representative, if any:**

Name: _____

Address: _____

Telephone: _____

and

**The Resident's Legal Representative, if any:**

Name: _____

Address: _____

Telephone: _____

## RECITALS

The Operator is licensed by the New York State Department of Health to operate at 9 Saxon Wood Road, White Plains, New York 10605, an Assisted Living Residence (the "Residence") known as Ambassador at Scarsdale and as an Enriched Housing Program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence ("EALR") and a Special Needs Assisted Living Residence ("SNALR").

You have requested to become a resident at Ambassador at Scarsdale and KARP Scarsdale, LLC has accepted Your request.

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 21 2020



NYS Department of Health
Reviewer's Initials:

## AGREEMENTS

**I. Housing Accommodations and Services.** Beginning on _____, 2019 KARP Scarsdale, LLC will 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 ( ) a studio, ( ) one bedroom or ( ) two bedroom suite as identified on Exhibit A.1., private ( ) shared ( ), subject to the terms of this Agreement.

2. Common Areas. You and Your guests may use the general-purpose common areas of Ambassador at Scarsdale such as lounges, outdoor sitting areas, etc.

3. Furnishings/Appliances Provided by KARP Scarsdale, LLC. Attached as Exhibit A.2 and made part of this Agreement is an inventory of furnishings, appliances and other items supplied in Your apartment by KARP Scarsdale, LLC.

4. Furnishings/Appliances Provided by You. Attached Exhibit B and made part of this agreement is an inventory of furnishings, appliances and other items supplied by you in your apartment. 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 Service Plan.

1. Meals and Snacks. Three nutritionally-balanced meals per day and one snack per day are included in Your Basic Rate. The following modified diet will be available to You if ordered by Your physician and included in Your Individualized Service Plan: No Added Salt (NAS) and/or No Concentrated Sweets (NCS).

2. Activities. KARP Scarsdale, LLC 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 visible common area of the Residence.

3. Housekeeping Services. Vacuuming, trash collection and general housekeeping services will be provided on a weekly basis or as otherwise needed in keeping with Your needs.

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

5. Laundry of Your personal washable clothing. Your personal washable clothing will be laundered weekly.

6. Supervision on a 24-hour basis. KARP Scarsdale, LLC will provide appropriate staff onsite which will 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. KARP Scarsdale, LLC will provide appropriate staff to supply case management services in accordance with law. Such case management services will include identification and assessment of Your identified needs and interests, information and referral, and coordination with available resources to best address Your needs and interests.

8. Personal Care. KARP Scarsdale, LLC will provide You with some assistance with bathing, grooming, dressing, toileting, feeding, medication acquisition, storage and disposal and assistance with self-administration of medication, as required by Your Individualized Service Plan and consistent with Exhibit F. Additional services including assistance with ambulation, transferring and certain skilled tasks are available to residents admitted to the EALR. Hands on assistance with meals is also available to residents in the Comprehensive Special Needs Care level.

9. Individualized Service Plan. KARP Scarsdale, LLC will work with Your physician and You to prepare, review and revise Your Individualized Service Plan, which will be updated every six months or as often is necessary due to a change in Your condition.

**C. Additional Services.**

Exhibit C, attached to and made part of this Agreement, describes in detail, any additional services or amenities that are available to You for an additional, supplemental or community fee from KARP Scarsdale, LLC directly or through arrangements with KARP Scarsdale, LLC. Such Exhibit states who would provide such services or amenities, if other than KARP Scarsdale, LLC.

**D. Licensure/Certification Status.**

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

## II. Disclosure Statement

KARP Scarsdale, LLC is disclosing information as required under Public Health Law Section 4658(3). Such disclosures are contained in Exhibit E, which is attached to and made part of this Agreement. The Operator is an Enriched Housing Program and also certified to operate an Enhanced Assisted Living Residence ("EALR") and a Special Needs Assisted Living Residence ("SNALR"). These certifications permit KARP Scarsdale, LLC to provide Enhanced Assisted Living services for up to a maximum of 39 persons and Special Needs Assisted Living services for up to a maximum of 22 persons.

## III. Fees

### A. Basic Rate.

(1) Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay, and KARP Scarsdale, LLC 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

Any "Tiered" fee arrangements, in which the amount of the Basic Rate depends upon the types of services provided and fees for each tier of care, are set forth in detail in Exhibits F and H and made part of the Agreement. Such exhibits describe the types of services provided, the fees for each "tier" of care, and describes who will be providing care, if other than staff of KARP Scarsdale, LLC.

### B. Supplemental, Additional or Community Fees

1. A Supplemental or Additional fee is a fee for services, care or amenities that is in addition to the fee for the Basic Rate. A Supplemental Fee must be at Resident's option and may only be charged for services or supplies actually supplied to the resident. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident.

2. A Community Fee is a one-time fee that the Operator may charge at the time of admission. The Community Fee covers costs associated with community improvements and activities. Ambassador of Scarsdale charges a one-time Community Fee equal to one month's rental for each resident, which must be paid prior to admission. This fee is non-refundable. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence.

3. Attached as Exhibits C, F, and G are rate and fee schedules, covering both the Basic Rate and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

4. Any charges by the Operator, whether a part of the Basic Rate, Additional, Supplemental or Community fees, shall be made only for services and supplies that are actually supplied to the Resident.

**C. Rate or Fee Schedule**

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

**D. Billing and Payment Terms**

1. All payments are due on the first of each month. Payments received by Ambassador at Scarsdale after the seventh (7th) day of the month when due, plus any outstanding balance, will incur a late charge of one and one-half (1.5%) percent interest per month. A notification of any late charges, if incurred, will be sent with each monthly statement of charges. If You fail to make payments as provided above, all charging privileges for additional or supplemental services which KARP Scarsdale, LLC is not required by law to provide (See Exhibit C) may be suspended at KARP Scarsdale, LLC's option. You and Your Legal Representative have the right to dispute and contest any charges in accordance with Section XV below or in accordance with applicable law.

2. You will be charged from the day of Your admission up through and including the day of Your transfer or discharge from Ambassador at Scarsdale (the "Discharge Date"). Your Discharge Date will be the day when all of Your belongings and personal property are removed from Ambassador at Scarsdale before 4 p.m. If Your discharge occurs after 4 p.m., then Your Discharge Date will be the following day. In the event the Resident, Resident's Representative or Resident's Legal Representative is no longer able to pay for services provided for in this Agreement or additional services or care required by the Resident, the Operator will assist You in locating an appropriate alternate placement, in accordance with Section XIII of this Agreement.

**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 2, 3 and 4 below.

2. If You, or Your Resident Representative of 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, KARP Scarsdale, LLC may increase such Rate or Fee upon not less than forty-five (45) days written notice.

3. If Ambassador at Scarsdale provides additional care, services or supplies upon the express written order of Your primary physician, KARP Scarsdale, LLC may, through an amendment to this agreement, increase the Basic Rate or any Additional or Supplementary Fee upon not less than forty-five (45) days' written notice.

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

5. 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.

**F. Bed Reservation.**

KARP Scarsdale, LLC agrees to reserve a residential space as specified in Exhibit A.1. 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 [basic] length of time the space may be reserved is _____. A provision to reserve residential space does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

**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 , KARP Scarsdale, LLC 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, if any, at Ambassador at Scarsdale. KARP Scarsdale, LLC 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 Ambassador at Scarsdale's possession after Your discharge. KARP Scarsdale, LLC must also refund to You on a per diem prorated basis any advance payments which You have made.

If You die, Ambassador at Scarsdale must surrender Your property to the legally-authorized representative of Your estate.

If You die without a Last Will and the whereabouts of Your next-of-kin is not known, KARP Scarsdale, LLC will contact the Westchester County Surrogate's Court in order to determine what should be done with property of Your estate.

**V. Property or Items of Value Held by KARP Scarsdale, LLC for You.**

If, upon admission or any other time, You wish to place property or things of value in KARP Scarsdale, LLC's custody, and KARP Scarsdale, LLC agrees to accept responsibility for such custody, then KARP Scarsdale, LLC must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit I of this Agreement.

**VI. 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 J. Such listing shall include any agreements made by third parties for Your benefit.

**VII. Fiduciary Responsibility.**

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

**VIII. Tipping.**

KARP Scarsdale, LLC does 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.**

KARP Scarsdale, LLC 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 KARP Scarsdale, LLC if You receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

You must check the statement(s) that applies to you:

_____ I receive SSI funds
_____ I have applied for SSI funds
_____ I receive SNA funds
_____ I have applied for SNA funds
_____ I do not receive either SSI or SNA funds

If anyone signs this agreement besides You, and if that person does not choose to place Your personal allowance funds in an Ambassador at Scarsdale-maintained account, then that person hereby agrees to comply with the Supplemental Security Income (SSI) and/or Safety Net Assistance (SNA) personal allowance requirements.

**X. 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 KARP Scarsdale, LLC shall not admit any Resident if KARP Scarsdale, LLC is not able to meet the resident's care needs, within the scope of services authorized by such law, and within the scope of services deemed necessary by that resident's Individualized Service Plan. KARP Scarsdale, LLC shall not admit any resident who needs 24-hour skilled nursing care. An operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.

B. KARP Scarsdale, LLC shall conduct an initial pre-admission evaluation of a prospective resident to determine whether or not that individual is appropriate for admission.

C. KARP Scarsdale, LLC conducted such an evaluation of You and determined that You are appropriate for admission to Ambassador at Scarsdale and that KARP Scarsdale, LLC is able to meet Your care needs within the scope of services authorized by law and within the scope of services determined necessary for You under Your Individualized Service Plan.

D. If You are being admitted to a dually certified Enhanced Assisted Living Residence, the "Enhanced Assisted Living Residence Addendum" attached to this Agreement will apply to you.

E. If You are being admitted to the Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" attached to this Agreement will apply to You.

F. If you are residing in a "Basic" Assisted Living Residence bed and your care need change in the future to the point that you require either Enhanced Assisted Living Care or 24-hr skilled nursing care, You will no longer be appropriate for residency in this basic residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator has an approved Enhanced Assisted Living Certificate and an EALR bed available, and is able and willing to meet Your needs in such EALR bed, you may be eligible for residency in such Enhanced Assisted Living unit.

G. If You are residing in the Assisted Living Residence or Enhanced Assisted Living Residence and Your care needs subsequently change in the future to the point that You

are in need of Special Needs Assisted Living Care, You may be able to continue to reside in Ambassador at Scarsdale and to receive Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met, and there is a bed available in the SNALR. In that case, it will be necessary for You to change Your apartment within Ambassador at Scarsdale. If, however, the Special Needs Assisted Living Care units are at capacity and there are no vacancies, then Ambassador at Scarsdale will assist You and Your Legal Representative to identify and obtain other appropriate living arrangements, pursuant to Section XIII.

I. Ambassador at Scarsdale's Enhanced Assisted Living Residence Program is provided to person who are admitted to the EALR directly from the community and to current residents who desire to age in place at the Residence and who:

1. chronically require the physical assistance of another person to transfer, walk and/or climb and descend stairs; and/or

2. are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; and/or

3. have chronic unmanaged urinary or bowel incontinence.

J. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place at an Assisted Living Residence 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 Ambassador at Scarsdale.** You are responsible to:

A. Be respectful and considerate of Ambassador at Scarsdale residents and staff.

B. Provide accurate and complete information, to the best of Your knowledge, about present condition, past illnesses and hospitalizations, medications and other matters relating to Your health.

D. Obey all rules of Ambassador at Scarsdale and be responsible for following the care plan recommended by Your doctor.

E. Comply with the sign in policy, which requires that all visitors, service providers and resident must sign in and out when entering or leaving the Residence. All absences past 9pm, overnight absences and planned missed meals should be reported to the case manager to assist the residence in its supervisory responsibilities.

F. Respect the property of other residents and of Ambassador at Scarsdale.

G. Assure that Your financial obligations are fulfilled as promptly as possible.

H. Observe the smoking regulations of Ambassador at Scarsdale:

1. Smoking is prohibited in all areas of the building for staff, residents and visitors.

2. Smoking is allowed outdoors in designated areas only, for staff, residents, and visitors.

I. Participate in all fire drills. As a safety precaution, fire drills will be held regularly to familiarize You, other Ambassador at Scarsdale residents and staff with appropriate procedures. When You hear the alarm, stay in Your apartment. Do not sit or stand in the doorways at any time; the fire doors are heavy and will close automatically at the sound of the alarm. If You are not in Your apartment, stay where You are unless directed otherwise by staff.

J. Avoid accidents by keeping Your apartment clean. Pick up clothing, books, shoes and other items that might cause someone to trip or fall.

K. Advise Ambassador at Scarsdale staff if anything in Your apartment needs to be repaired or moved.

L. Refrain from storing any personal items outside of your own apartment, which includes refraining from storing your items in common areas both inside and outside of the Residence.

M. Provide all documentation required by law or regulation, including any applicable licensure or certification, for all individually hired service providers.

**XII. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative.** You or Your Representative or Legal Representative, to the extent specified in this Agreement, are responsible for the following:

A. Pay Your Basic Rate and any authorized and agreed-to Supplemental, Community or Additional Fees as detailed in this Agreement;

B. Supply Your personal clothing and effects;

C. Pay all medical expenses, including transportation for medical purposes except when payment is available under third party coverage;

D. At the time of admission and at least once every twelve (12) months thereafter, or more frequently if a change in Your condition warrants, provide KARP Scarsdale, LLC with a dated and signed medical evaluation that conforms to New York State Department of Health regulations;

E. Inform KARP Scarsdale, LLC promptly of any change in Your health status, physician or medications; and

F. Inform KARP Scarsdale, LLC promptly of any change of the name, address and/or phone number of Your Legal representative.



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

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

**XIII. Termination and Discharge.** This Agreement and Your residency in Ambassador at Scarsdale may be terminated in any of the following ways:

A. By mutual agreement between KARP Scarsdale, LLC and You;

B. Upon thirty (30) days' notice from You or Your Representative to KARP Scarsdale, LLC of Your intention to terminate the Agreement and leave the facility. The required notice will be shortened to fourteen days in the event of the death of the resident, so long as the personal items are removed by 4p.m. on the fourteenth day after the resident's death;

C. Upon thirty (30) days written notice from KARP Scarsdale, LLC 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 KARP Scarsdale, LLC initiates a court proceeding and the court rules in favor of KARP Scarsdale, LLC.

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

1. You require medical or nursing care which The Ambassador at Scarsdale is not able or permitted by law to provide;

2. If Your behavior poses an 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 the use and occupancy of the premises,

materials, equipment and food, which You 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 may take place unless KARP Scarsdale, LLC, 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 KARP Scarsdale, LLC 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 Ambassador at Scarsdale;

5. KARP Scarsdale, LLC's has had its operating certificate limited, revoked or suspended, or KARP Scarsdale LLC voluntarily surrenders the operation of Ambassador at Scarsdale;

6. A receiver for KARP Scarsdale, LLC is appointed pursuant to the Section 461-f of New York State Social Services Law and is providing for the orderly transfer of all Ambassador at Scarsdale Residents to other residences or makes other provisions for residents' continued safety and care.

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

G. You may object to KARP Scarsdale, LLC about the proposed termination of Your Residency Agreement and may be represented by an attorney or advocate. If You challenge the termination, KARP Scarsdale, LLC, 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 KARP Scarsdale, LLC.

H. While legal action is in progress, KARP Scarsdale, LLC must not seek to amend the Residency Agreement which is 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 Residency Agreement, or engage in any action to intimidate or harass You.

I. Both KARP Scarsdale, LLC and You are free to seek any other judicial relief to which they may be entitled.

J. If KARP Scarsdale, LLC proposes to transfer or discharge You, it must assist You to the extent necessary to assure, whenever practicable, Your placement in a care setting that is adequate and appropriate, and consistent with your wishes.

**XIV. Transfer.** Notwithstanding the above, KARP Scarsdale, LLC may seek appropriate evaluation and assistance, and may arrange for Your transfer to an appropriate and safe location, prior to termination of Your Residency Agreement and without 30-days' notice or court review, for the following reasons:

A. If You develop a communicable disease, medical or mental condition, or sustain an injury that requires continual skilled medical or nursing services;

B. If Your behavior poses an imminent risk of death or serious physical injury to You or others; or

C. When a Receiver is appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Ambassador at Scarsdale residents to other locations or is making other provisions for the residents' continued safety and care.

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

If the basis for the transfer permitted under parts A and B above no longer exists, You are deemed appropriate for admission to Ambassador at Scarsdale and, if the Residency Agreement is still in effect, You must be readmitted.

**XV. Resident Rights and Responsibilities.** Attached as Exhibit K is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily-visible common area in Ambassador at Scarsdale. KARP Scarsdale, LLC agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

**XVI. Complaint Resolution.**

A. You, Your immediate family members and Your legal representative have the right to present complaints and recommendations for changes and improvements to the operation of Ambassador at Scarsdale.

1. Complaints and recommendations may be given to Your social worker, nurse manager or any member of Ambassador at Scarsdale's management team.

2. If You, Your family member or legal representative wants to submit a complaint or recommendation anonymously, You or they should put it in writing and place it on the receptionist's desk. The Operator will respond to anonymous complaints by delivering a written response to the resident council.

3. KARP Scarsdale, LLC will promptly investigate and evaluate each complaint and recommendation that it receives.

4. KARP Scarsdale, LLC will respond to each complaint and recommendation within twenty-one days and initiate such actions as it deems appropriate.

5. KARP Scarsdale, LLC will inform residents of any actions taken and the resolution of each grievance or recommendation by directly advising affected residents or by providing written notice whenever necessary.

6. KARP Scarsdale, LLC will post a copy of these procedures on the main Ambassador at Scarsdale's bulletin board.

B. 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.

C. 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.

D. The Residence's complaint resolution procedures will be posted in a readily visible common area of the Residence.

## XVII. Photo Waiver

The Operator will include your photo in your Medication Assistance Record. The Operator also seeks your consent to use your photograph in other Residence publications. The photo wavier is included in Exhibit L.

## XVIII. Miscellaneous Provisions

A. This Agreement constitutes the entire Agreement between the parties. Each Exhibit referenced herein is attached to and made a part of this Agreement.

B. 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 applicable statutes and regulations shall be null and void.

C. The parties agree that this Residency Agreement and any related documents executed by the parties shall be maintained by KARP Scarsdale, LLC in the files of Ambassador at Scarsdale 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 at any time upon request by the New York State Department of Health.

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance



FEB 3 [illegible]

NYS Department of Health
Reviewer's Initials: [illegible]

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

*[The remainder of this page is intentionally left blank] [Signatures appear on following page]*

## XIX. Authorization.

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

Dated: _____, 2019

_____ KARP Scarsdale, LLC

_____ Resident's Representative

_____ Resident's Legal Representative

_____ Resident

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

FEB 2 [illegible] 2020



NYS Department of Health
Reviewer's Initials: _____

**Personal Guarantee (Optional)**

Please note that the operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the operator has reasonably determined, on a case by case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payment due under the residency agreement.

For value received, and in consideration of the accommodations and services to be provided by KARP Scarsdale, LLC for and on behalf of_____ (the "Resident") pursuant to this Assisted Living Residency Agreement (the "Agreement"), I unconditionally agree to pay all present and future obligations and liabilities of any kind which are owed by the Resident to KARP Scarsdale, LLC (the "Obligations").

I agree that KARP Scarsdale, LLC may, at any time and from time to time, either before or after the maturity thereof, and without notice to or further consent by me, extend the time of payment of, renew or extend any of the Obligations, change the level of care to be received by the Resident, or increase the rate that the Resident is charged for services if it becomes necessary for the Resident to receive a higher level of care than is provided for in the Agreement, without in any way impairing or adversely effecting this guarantee. KARP Scarsdale, LLC will provide forty-five (45) days' prior notice to me of any rate increase. Failure on the part of KARP Scarsdale, LLC to provide such notice will limit my obligation to the fees in place pursuant to the last valid notice to the Guarantor or, if none, to the fees stated in this Agreement.

This is a continuing guarantee. It shall remain in full force and effect and be binding upon me and my legal representatives and assigns.

This guarantee is a guarantee of payment and not of collection, and KARP Scarsdale, LLC shall be under no obligation to take any action against the Resident or any other entity or person liable for any of the Obligations as a condition precedent to my being obligated to perform as agreed herein.

No failure or delay by KARP Scarsdale, LLC to exercise any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Ambassador at Scarsdale of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power.

Each and every right, remedy and power hereby granted to KARP Scarsdale, LLC or allowed to it by law shall be cumulative and not exclusive of any other, and may be exercised by Ambassador at Scarsdale at any time and from time to time.

This guarantee shall be interpreted in accordance with the laws of the State of New York. Nothing except cash payment in full of the Obligations shall release me from liability under this guarantee.

This guarantee is being provided at the request of KARP Scarsdale, LLC and at the undersigned's option.

In witness whereof, this Personal Guarantee has been executed by the undersigned on the date set forth below.

Dated: _____, 2019

_____ Guarantor's Signature

_____ Guarantor's Name (Please print)

4841-2794-4736, v. 7

# TABLE OF EXHIBITS



APPROVED
Div of Adult Care Facilities and
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NYS Department of Health
Reviewer's Initials:

# EXHIBIT A.1.

## IDENTIFICATION OF ROOM

Apartment#:__

( ) Studio

( ) One bedroom

( ) Two bedroom

*Check one that applies:* _____Private

_____Shared

# EXHIBIT A.2.

## FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

When not supplied by the resident, the operator will provide each resident with the following minimum household equipment:

(i) a standard, single bed in good repair, a chair, a lamp;

(ii) 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;

(iii) individual dresser and closet space for the storage of resident clothing;

(iv) dishes, glasses, utensils, table;

(v) household linens including, at a minimum, a pillow, a pillowcase, two sheets, blankets, a bedspread, towels and washcloths;

(vi) household supplies and equipment including soap and toilet tissue.

## EXHIBIT B.

## FURNISHINGS/APPLIANCES PROVIDED BY YOU

## ITEMS NOT ALLOWED

- Cooking Appliances (other than auto shut off tea kettles/coffee makers)
- Incense or Candles
- Extension cords
- Outlet adapters and 2, 3, or 4 way plugs
- Heating blankets/heating pads
- Bed side rails
- Potpourri burners
- Frayed cords
- Large refrigerators
- Air conditioners not approved by the Operators
- Installation or alteration of electrical equipment is prohibited
- Antennas that extend outside room windows or be attached to the outside of building
- Door stops or wedges
- Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Stern-o Cans
- Fire arms/weapons of any type/ammunition
- Fire works
- Grills of any type
- Curtains made from material that is not a fire retardant material
- Gasoline powered equipment
- Heating units (space heater)
- Kerosene or Oil Lamps
- Sun lamps
- Heating elements (immersion type)
- Narcotics/illegal drugs
- Lamps without proper shades
- Waterbeds/water mattress
- Iron

# EXHIBIT C.

## ADDITIONAL SERVICES AND SUPPLIES (SUPPLEMENTAL FEES)

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 |
|---|---|---|
| Guest Breakfast | $8.00 | Operator |
| Guest Lunch | $12.00 | Operator |
| Guest Dinner | $14.00 | Operator |
| Guest Holiday Meal | Varies | Operator |
| Room Service* | $6.00 | Operator |
| Sick Tray Service | No Charge | Operator |
| Custom Catering (varies) | see dining room manager | Operator |
| Telephone, Internet and Basic Cable Package | $145.00 | Third Party Vendor |
| Extra Key | $45.00 | Operator |
| Lost Pendant Replacement | $175.00 | Operator |
| Escort to Appointments (scheduled in advance) | $30.00 per hour | Operator (with advanced notice |
| Additional Housekeeping Services | $35 (varies) | |

* Room Service, as distinguished from Sick Tray Service, is when the You order a meal delivered to Your room for any reason other than illness. If the request is made due to illness, there is no fee for Sick Tray Service. The Operator encourages residents to take their meals in the Dining Room to promote socialization, and therefore, Room Service is for occasional use only.

## EXHIBIT D.

## LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Personal Touch Home Care of Westchester, Inc., a New York State Licensed Home Care Services Agency ("LHCSA"), provides certain Enhanced Assisted Living Residence services to Residents under an agreement with the Operator.

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FEB 2[illegible] 2020

NYS Department of Health
Reviewer's Initials: KARP

# EXHIBIT E.

## DISCLOSURE STATEMENT

KARP Scarsdale, LLC ("The Operator") as operator of the Ambassador at Scarsdale ("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 together with this Exhibit.

2. The Operator is licensed by the New York State Department of Health to operate at 9 Saxon Wood Road, White Plains, New York 10605 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 for up to a maximum of 39 residents and a Special Needs Assisted Living Residence for up to a maximum of 22 residents.

   These additional certifications may permit individuals who develop conditions or needs that would otherwise make them no longer appropriate for continue 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 will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living and Special Needs Assisted Living Residence.

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

Operator will assist You and Your representative to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your apartment within the Residence.

3. The owner of the real property upon which the Residence is located is RENAMBA LLC. The mailing address of such real property owner is 34 Shelter Rock Road, North Hills, New York 11030.
   The following individual is authorized to accept personal service on behalf of such real property owner: General Manager/Administrator, 9 Saxon Wood Rd, White Plains, NY 10605.

4. The Operator of the Residence is KARP Scarsdale, LLC. The mailing address of the Operator is 9 Saxon Wood Road, White Plains, New York 10605. The following individual is authorized to accept personal service on behalf of the Operator:
   General Manager/Administrator, 9 Saxon Wood Rd, Scarsdale, NY 10605.

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. All Residents have the right to receive services from any provider authorized by law to provide such services, regardless of whether the Operator of this Residence has an arrangement with the provider.

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

9. Public Funds may be used for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services. However, the facility does not accept the amount covered by public funds as payment in full of its rate.

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 is 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. 914-682-3926 extension 2121 is the Local LTCOP telephone number. The NYSLTCOP web site is http://www.ltcombudsman.ny.gov.

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NYS Department of Health
Reviewer's Initials:

# EXHIBIT F.

## TIERED FEE ARRANGEMENTS

*Assisted Living Pricing & Care Plans*

| | | |
|---|---|---|
| **Residences:** | Studio Apartments starting at | $8,450 |
| | One-Bedroom Apartments starting at | $9,450 |
| | Two-Bedroom Apartments starting at | $11,450 |
| | Second Person Resident Fee | $1,600 |

**Residence Package Includes**: Three chef prepared meals daily, snacks in our Five Corners Bistro, bed making and trash pick-up, weekly housekeeping, linen and personal laundry, a diverse calendar of activities and scheduled transportation to local appointments all in the comfort of your home in your gracious luxurious setting. Occasional cuing for personal care, observations checks, case management, and encouragement to participate in our extensive programming provided through our Activity Department.

**Personal Care Options:**

In addition to our **Residence Package**, our team, including Registered Nurse, will customize a care plan based on current status. If your needs change at any time, care plans can be customized to meet those needs on a temporary or permanent basis. Our goal is to meet your needs in your own home here at The Ambassador. We are here to help and serve.

The Ambassador offers all residents the option of help ordering and administration of their medications. If physician approves, the resident does have the right to refuse this care package. Our Registered Nurse and Licensed Nurses will conduct on-going self-administration evaluations to confirm that residents who self-administer are taking their medications correctly and safely.

**Medication Management Starting:** Studio $9,425 One Bedroom $10,425 Two Bedroom $12,425
*Assistance with self-administration of medication which includes:*

- Medications administered by nurses with documentation on medication administration records
- Compliance with physicians' orders, monitoring of blood pressure as prescribed, and communication of changes to resident and/or resident's representative
- Ordering of medications from our chosen pharmacy and follow-up on delivery. Medications ordered from other pharmacies will incur an additional $50 charge per month
- Informing physician of resident's medication refusals

**Care Plan I (Starting at):** Studio $9,400 One Bedroom $10,400 Two Bedroom $12,400
Residence Package plus assistance with bathing, dressing and grooming.

**Care Plan II (Starting at):** Studio $10,375 One Bedroom $11,375 Two Bedroom $13,375
Residence Package plus medication management and assistance with bathing, dressing and grooming.

**Care Plan III (Starting at):** Studio $11,875 One Bedroom $12,875 Two Bedroom $14,875
Residence Package plus medication management, bathing, dressing, grooming, incontinence management and escorts as needed.

**Care Plan Enhanced Plus Starting:** Studio $14,825 One-Bedroom $15,825 Two Bedroom 17,825
Residence Package plus medication management, bathing, dressing, grooming, incontinence management and escorts as needed. Safety observation checks, repositioning, second person transfer and assistance

with meal completion if required to allow The Ambassador residents to maintain their dignity while aging in place.

**Initial Nursing & Safety Assessment** $325
Our Registered Nurse is available to customize a Care Program to meet the needs of any resident requiring additional assistance.

**Home Safety Assessment (PT/OT)**
Fox Rehabilitation Physical/Occupational Therapist (PT/OT) is available to do an environment safety assessment at move in.

**Second Person Fee** $1,600 with Customized Care Packages for additional services available upon request.

**COMMUNITY FEE: Onetime payment:** Studio $8,450 One-Bedroom $9,450 Two Bedroom $11,450

***Prices vary depending on apartment size** ***Prices subject to change**

**PLEASE SEE THE ATTACHED RATE SHEET SPECIFIC TO THE APARTMENT YOU HAVE CHOSEN AT THE AMBASSADOR.**

# Memory Care Community
# at The Ambassador of Scarsdale

Our Memory Care, or Kindred Program provides extra care based on each individual's special challenges with Alzheimer's or Dementia in a secured memory care neighborhood. Using a creative approach, activities are designed specifically for cognitive and social stimulation

All Memory Program residents receive assistance as needed with bathing, dressing, grooming and incontinence management (excluding products). The Ambassador licensed nursing staff assist each Memory Care Community resident with administration of their medications.

- Medications administered by nurses with documentation on medication administration records
- Compliance with physicians' orders, monitoring of blood pressure as prescribed, and communication of changes to resident and/or resident's representative
- Ordering of medications from our chosen pharmacy and follow-up on delivery.
- Informing physician of resident's medication refusals

| | | |
|---|---|---|
| **Private Suite** | Studio Apartments starting at ..... | $12,550 |
| | Shared Studio Apartments starting at | $11,450 |

**Enhanced Plus Care** Additional $2,800

Safety observation checks, repositioning, sliding board and second person transfer and assistance with meal completion if required to allow Memory Care Community residents to maintain their dignity while aging in place at The Ambassador of Scarsdale.

**Initial Nursing & Safety Assessment** $325

Our Registered Nurse is available to customize a care program to meet the needs of any resident requiring additional assistance.

**COMMUNITY FEE: One Time** Private Studio- $12,550 Shared Studio Apartment· $11,450

**PLEASE SEE THE ATTACHED RATE SHEET SPECIFIC TO THE APARTMENT YOU HAVE CHOSEN AT THE AMBASSADOR.**

X

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NYS Department of Health
Reviewer's Initials:

## EXHIBIT G.

## ADDITIONAL OR COMMUNITY FEES

**Community Fee:** A one-time non-refundable community fee equal to monthly apartment rate is charged per person prior to admission.

**Pet Fee*** – **$500** A one-time non-refundable pet fee is charge prior to bringing the pet to live at the facility.

* Each resident may have one dog or one cat under 20 lbs, with the prior permission of the Executive Director. Service animal are not considered pets, and thus are permitted regardless of size and with only prior notice.

All pets must have an up to date rabies shot and flea protection. Dogs must have DHLPP vaccine (Distemper, Hepatitis, Leptospirosis, Parainfluenza, Pavovirus) and Cats must have the FVRCF vaccine (Feline Viral Rhinotracheitis, Calicivirus and Panleukepenia) and vaccination against Feline Leukemia. Any pet causing a noise disturbance for other residents may not remain in the Residence. Residents are responsible for arranging for all their pet's care including grooming, walking and any necessary clean-up. Pets must be leashed or in carriers when not in the Resident's apartment. These requirements are to protect all residents and other pets residing at the Residence.

## EXHIBIT H.

## RATE OR FEE SCHEDULE

Apartment # _____ _____ private or _____ shared

_____ studio
_____ one bedroom apartment
_____ two bedroom apartment

**Monthly Rate** $ _____

**Personal Care Service Tiers:**

*See Exhibit F for descriptions. Check one:*
_____ Basic Package
_____ Medication Management
_____ Care Plan I
_____ Care Plan II
_____ Care Plan III
_____ Care Plan Enhanced Plus
_____ Customized Care Package

Kindred Programs – (SNALR)
_____ Kindred Basic Special Needs Care Program (SNALR)
_____ Kindred Enhanced Care Plus (SNALR and EALR)

**Personal Care Monthly Rate** $ _____

**Additional Care Monthly Rate** $ _____

**Your Total Monthly Rate:** $ _____
**Daily Rate is:** $ _____
***Due the 1st of each month**

**Additional One-Time Fees**

_____ Community Fee $_____
_____ Pet fee (if applicable) $_____

**Your Total Amount due prior to move in** $_____

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NYS Department of Health
Reviewer's Initials: HNP

## EXHIBIT I.

## PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

None

## EXHIBIT J.

## TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

None

# EXHIBIT K.

## 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;

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT 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 L.

## Photography Consent, Waiver, Indemnity and Release (Optional)

**Photographs, Videos and Recordings**

I hereby grant permission to The Ambassador and its representatives to take photographs of me for marketing purposes.

I understand and agree that these images will become the property of The Ambassador. I hereby irrevocably authorize The Ambassador to edit, alter, copy, exhibit, publish or distribute these images for purposes of publicizing The Ambassador in marketing communications (online, video or print) or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.

Additionally, I waive any right to royalties or other compensation arising or related to the use of these images. I hereby hold harmless and release and forever discharge The Ambassador from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 21 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

_____ _____

(Signature) (Date)

# AMBASSADOR AT SCARSDALE

**ENHANCED ASSISTED LIVING RESIDENCE**
**ADDENDUM TO**
**RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between KARP Scarsdale, LLC. (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 *Ambassador at Scarsdale* located at
*(Name of Residence)*
9 Saxon Wood Rd, White Plains, New York 10605.
*(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

- Ambassador at Scarsdale's Enhanced Assisted Living Residence Program is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
  a. Are chronically, require the assistance of another person to transfer, walk, and/or climb and descend stairs; and/or
  b. Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; and/or
  c. Desire the operator to provide (directly or through contract with a licensed home care services agency) one or more of the following services:
     i. Wound care and dressing changes
     ii. Temporary catheter care
     iii. Verbal Cueing and set up (including cutting) during meals for EALR residents in the SNALR, provided directly by facility aides;
     iv. Hands on assistance with meals (feeding including placing food in the mouth) for EALR residents in the SNALR, provided by LHCSA HHAs or nurses;
     v. Taking vital sign/bowel sounds/lung sounds
     vi. Medication administration including:
        1. Eye drops
        2. Ear drops or ear lavage
        3. PRN medications for SNALR residents
        4. Medications with parameters
        5. Injections
     vii. Application of prescription creams and lotions
     viii. Suppositories/enema
     ix. Turning and positioning for hospice patients

- At full capacity, during the day shift, staffing includes a minimum of five personal care staff, exclusive of the SNALR staff, as most regularly scheduled services occur at these times. The evening shift has minimum of four full time aides and the overnight shift has three staff members to meet the needs of residents at any given time. In addition to the personal care staff, the facility is staffed with a full

time RN, 40 hours per week. An LPN is on duty 24 hours a day, seven days a week.

- All staff are provided with an orientation to the facility and its general policies and procedures. Employees delivering care directly to residents complete a comprehensive training that is approved by the Department of Health to enable them to competently and compassionately deliver personal care services and medication assistance to residents.

- The entire building is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety.

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.

Dated:_____ _____
*(Signature of Resident)*

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

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

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

4813-3630-9792, v. 3