Coopers Corner Assisted Living

Assisted Living Residence

RESIDENCY AGREEMENT

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Coopers Corner Assisted Living Residency Agreement

This Residency Agreement ("Agreement") dated _____, 20_____ is made by and between Coopers Corner Inc. (the "Operator") and _____ (the "Resident", "You"), and _____ (the "Resident's Legal Representative", if any).

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 11 Mill Road, New Rochelle, New York 10804, an Assisted Living Residence known as Coopers Corner and as an Adult Home (the "Residence" or "Community"). The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence ("EALR") and a Special Needs Assisted Living Residence ("SNALR"). These certifications permit the Operator to provide Enhanced Assisted Living services for up to a maximum of 90 persons and Special Needs Assisted Living services for up to a maximum of 45 persons.

You have submitted a written report from Your physician to Operator which report states that (a) Your physician has physically examined You within the last month; 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. You have requested to become a Resident at The Residence and the Operator has accepted your request.

AGREEMENT

I. Housing Accommodations and Basic Services

Beginning on _____, _____, 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 Room.** You may occupy and use the room designated on Exhibit A (Room & Furnishings), subject to the other terms of this Agreement. You may not sublet the Room or any part of the Room or assign this Agreement to any other party.

   The Operator's staff has the right to enter Your Room, announced, for any reasonable purpose, including, but not limited to, performing maintenance-related tasks and other services described in this Agreement. Every effort will be made to notify You that the Operator will enter or has entered the Room for non-routine events.

2. **Decorations and Alterations.** You are free to decorate the Room as You wish, provided that You comply with the safety rules of the Operator. You may not make any structural or physical changes to the Room, including changing paint colors, without prior written approval from the Operator. If alterations are approved, You shall be responsible for all costs and fees associated with the alterations. Upon installation, any such alterations or improvements shall become the property of the Operator. You will be responsible for restoring the original condition of the Room (including costs associated therewith) when the Room is vacated unless the Operator specifically exempts You from this requirement in writing.

3. **Common Areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as the activities room, dining room, library and other common areas for at least ten (10) hours per day between the hours of 9:00 a.m. and 8:00 p.m. for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use. Resident access to general purpose rooms will not be restricted by any rules of the residence or its policy.

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

5. **Furnishings/Appliances Provided by You.** Attached as Exhibit A and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by You in your 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 Service Plan.

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and three (3) daily snacks, including beverages are included in Your Basic Rate. Basic modified diets (No Added Salt, Low Fat, and Low Concentrated Sweets) will be available to You if ordered by Your physician and included in Your Individualized Service Plan. Residents also have access to snacks and beverages 24 hours a day in the bistro, or by asking staff.

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

4. **Linen Service.** Towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition. Linens are changed once per week.

5. **Laundry of Your Personal Washable clothing.** Laundering of your personal washable clothing at least once a week and more often as necessary. You are responsible for making arrangements to have cleaned any clothing that requires dry cleaning or pressing.

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. Such supervision does not include one-on-one continuous supervision.

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.** Personal care services available to all ALR residents will include up to 3.75 hours per week of direction and some assistance with grooming, dressing, bathing, toileting, walking and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of monthly weights. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Personal care services provided in excess of 3.75 hours/week may require that the resident pay a higher monthly fee. Detailed fees are included in Exhibit B of this Agreement's rate or fee schedule.

9. **Development of Individualized Service Plan.** Development of the Individualized Service Plan includes ongoing review and revision as necessary. This Individualized Service Plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing needs.

10. **Transportation**. As part of Your Monthly Service Fee, the Operator will make available scheduled transportation, subject to availability, for appointments and planned social events, including shopping trips, within the number of miles of Operator as outlined in the Fee Schedule (Exhibit B).

11. **Utilities.** Basic utilities such as water, gas/electric, heat, air conditioning, local telephone service and basic cable television service and outlets will be provided. You will be responsible for long-distance telephone service for your Room. Should You elect to obtain other services beyond what is offered, such as premium cable and internet, You may arrange with the provider at Your own cost. Please refer to the Fee Schedule (Exhibit B) regarding additional utility services.

C. Additional Services

Exhibit B, attached to and made a part of Agreement, describes in detail any additional services, supplies, or amenities available from the Operator directly or through arrangements with the Operator for a supplemental or additional fee. 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 C 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 D, which is attached to and made part of this Agreement.

III. Fees

A. Basic Rate

Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section I.B.. are included in a single fee, or a tiered fee basis, where charges for Basic Services in Section I.B. are determined by the type of services provided or the number of hours of care provided. This is referred to as the "Basic Rate".

The Residence operates with a tiered fee arrangement. As such, Your total monthly basic rate ("Basic Rate" or "Total Monthly Basic Rate") is composed of two distinct fees as set forth in detail in Exhibit B) the fee for your Housing Accommodations and Basic Services, and 2) the fee for Your level of care services, if applicable. Attached as Exhibit B and made a part of this Agreement

is a rate or fee schedule that breakdowns the fees that make up your Total Monthly Basic Rate.

The Basic Rate for each resident will be determined by the level of care the Resident is assigned, as those levels are described in Exhibit B, based upon an initial and then ongoing assessment of Your needs. The Basic Rate will change immediately upon a change, either upward or downward, in the applicable level of care. If the Basic Rate is adjusted for reasons other than a change in the level of care, You will be given the notice required as set forth in Section III.E. The first month of Your Basic Rate is due prior to your move in. A summary of all Your fees is found in Exhibit B and includes the total amount due prior to move-in.

You, Your Representative and Your Legal Representative agree that You will pay, and Operator agrees to accept, Your regular payment of the Total Monthly Basic Rate in full satisfaction of the Housing Accommodations and Basic Services described above in Sections I.A. and I.B.

B. Supplemental, Additional, or Community Fees

The Residency Agreement includes a description of supplemental and additional fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees or charges. See Exhibit B.

A Supplemental or Additional Fee is a fee for service, supplies, care or amenities that is in addition to those fees included in the Basic Rate.

A Supplemental Fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional Fee without the express written approval of the Resident, as set forth in Section III.E. Any charges by the Operator for additional or supplemental fees shall be made only for services and supplies that are actually supplied to the resident.

A Community fee is a one-time fee that the Operator may charge at the time of admission. This Community charges a one-time community fee as set forth in Exhibit B, payment of which is a condition of residency. The Operator must clearly inform the prospective Resident what the amount of the Community Fee will be, as well as any terms regarding refund of the Community Fee. The prospective resident, once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee as a condition of Your residency in the Residence or to reject the community fee and thereby reject residency at the Residence.

Supplemental, Additional, and Community fees are listed in Exhibit B.

C. Rate or Fee Schedule

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

D. Refundable Security Deposit

You will be charged a security deposit equal to one month's Housing Accommodation and Basic Services fee in the amount shown on Exhibit B, which will be due prior to Your date of admission. Subject to the terms of this paragraph C, Your security deposit will be returned to You within three (3) days following Your discharge from the Residence.

If You do not pay Your Basic Rate on a timely basis, the Operator may use Your security deposit to pay for any amount that You owe to the Operator. You and Your Legal Representative have the right to dispute and contest any charges in accordance with Section XVI below or in accordance with applicable law.
If the Operator is required to use any portion of Your security deposit to pay for any services You receive, You must replenish your security deposit in the amount equal to the sum used.

E. Billing and Payment Terms

You will be charged from the day of Your admission up through and including the day of Your transfer or discharge from the Community (the "Discharge Date"). If You fail to remove Your belongings and personal property from your Room prior to your Discharge Date, the Operator will continue to assess the Housing Accommodation and Basic Services Fee identified in Exhibit B, on a per diem basis, until Your belongings and personal property are removed from the Community.

All payments are due on the first of each month and shall be delivered to:

Coopers Corner
11 Mill Road
New Rochelle, NY 10804

Payments received after the tenth (10th) 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. You and Your Legal Representative have the right to dispute and contest any charges in accordance with Section XVI below or in accordance with applicable law.

In the event the Resident, Resident's representative, or Resident's legal Representative is no longer able to pay for services as outlined in this

Residency Agreement and deemed necessary by the Resident's physician, it is Your responsibility to inform the Administrator or designee as soon as possible.

F. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate 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. The Operator may increase the Basic Rate and/or Additional or Supplemental Fees on an annual basis by providing You with written notice of the increase not less than forty-five (45) days prior to the effective date of the rate or fee increase.

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

3. If You or Your Representative or Your Legal Representative agree in writing to a specific rate or fee increase through an amendment of this Agreement, due to the 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 increase the Basic Rate or any 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 such additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

G. Bed Reservation

The Operator agrees to reserve the residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is Your Total Monthly Basic Rate (as shown on Exhibit B, prorated on a per diem basis. Your residential space will be reserved for as long as you continue to pay Your Total Monthly Basic Rate as set shown on Exhibit B and subject to this Section III.F. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve this space by providing the Operator with thirty (30) days' prior notice. If You choose to reserve a residential space, the then-current Total Monthly Basic Rate and terms of this Agreement will remain in effect until this Agreement is otherwise amended or terminated pursuant to Section XIII below.

If You are absent from your Room for medical reasons for more than fourteen (14) consecutive days, You will receive a credit toward Your Total Monthly Basic

Rate for all charges within Your Total Monthly Basic Rate other than the Housing Accommodations & Basic Services fee. This credit will begin on the fifteenth (15th) day of Your absence and will end when your medical condition allows You to return to the Residence. You will be required to pay the Total Monthly Basic Rate less the above described credit until such time as the Agreement is terminated pursuant to Section XIII of this Agreement.

H. Room Changes

In limited circumstances, the Operator may need to relocate You from your Room in order to protect your health, safety and comfort or the health, safety and comfort of other residents or to perform routine or unscheduled maintenance. The Operator will make every effort to provide You with advance notice and a reasonably comparable Room. If You are relocated to another Room, no increase will be made to your then-current rate for Housing Accommodation and Basic Services. If You are relocated from a private Room to a shared Room, your then current-rate for Housing Accommodation and Basic Services will be adjusted to reflect the then-current rate for the shared Room. Once the reason for the relocation has been resolved, You will have the choice of returning to your original Room at your then-current rate for Housing Accommodation and Basic Services or remaining in the substitute Room at its then-current rate for Housing Accommodation and Basic Services.

I. Second Occupant

A spouse may occupy Your Room with You, provided they are a resident of the Community. The Second Occupant must (1) meet all requirements for admission, (2) sign a separate Residency Agreement, and (3) pay all fees set forth in their Residency Agreement. If Your Room is occupied by a second occupant, the rates in each occupant's Residency Agreement will be adjusted to reflect a lower than typical housing accommodations and basic service fee for Your single occupancy Room type. Thus, the housing accommodations and basic services fee for the Room type selected together with the second occupant fee will be totaled and pro-rated between You and the Second Occupant. If your Room is occupied by two residents and one resident later permanently vacates the Room, regardless of the reason, the remaining resident's obligations under this Agreement will be adjusted to reflect the then current single occupancy rate for your Room type.

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 your Discharge Date, 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 (3) business days any of Your money or property which comes into the

possession of the Operator after Your discharge. The Operator must refund on the basis of 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 following admission and during Your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of items given to be transferred. Such listing is attached as Exhibit E and made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

VI. Temporary Hold of Property or Items of Value Held in the Operator's Custody For You

If, upon admission or at 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 F of this Agreement.

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law. The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with You or Your Representative, contained in Exhibit F.

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

program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at https://otda.ny.gov/programs/disability-determinations/.

SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at https://otda.ny.gov/programs/temporaryassistance/.

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 SNI funds_____
I do not receive either SSI or SNA funds_____

If You have a signatory to the 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

A. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Service Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state and local laws.

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

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

D. 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.

E. If you are being admitted to a Special Needs Assisted Living Residence, the terms of the "Special Needs Assisted Living Residence Addendum" will apply.

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

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

The Enhanced Assisted Living Care available at this Residence is set forth in the "Enhanced Assisted Living Residence Addendum."

H. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are 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 and Resident Handbook

Attached as Exhibit O and made a part of this Agreement are the Rules of the Residence and Resident Handbook. By signing this agreement, You and Your representatives 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 Representative, 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 care proxy, health status, change in physician, or change in medications.

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

B. The Resident's Representative shall be responsible for the following:
   1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for themselves.

   2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.

   3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

   4. Make the appropriate monthly payments as agreed to in this Agreement.

C. The Resident's Legal Representative, if any, shall be responsible for the following:
   1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for themselves.

   2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.

   3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

   4. Make the appropriate monthly payments as agreed to in this Agreement.

D. The Operator shall be responsible for the following:
   1. In the event that the Resident's Health Care Proxy has been provided to the Operator, and that person is not the Resident's Representative or the

Resident's legal Representative, the Operator shall notify the Resident's Health Care Proxy to make medical decisions when the Resident is unable to make such decisions for himself or herself.

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;

2. Upon thirty (30) days' notice from You or Representative to the Operator of Your intention to terminate the agreement and leave the facility. **This notice is required regardless of your reason for termination of this agreement**;

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.

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

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

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

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

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

5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;

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

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

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

While legal action is in progress, the Operator must not seek to amend 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

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

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

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

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

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

C. If the basis for the transfer permitted under parts 1 and 2 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 H 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 Community. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities, and you agree to meet the responsibilities stated therein.

XVI. Complaint Resolution and Resident Council

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 I 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 Community 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' Organizations and to provide a written report to the Residents' organization that address 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. 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. 516-466-9718 is the Local LTCOP telephone number. The website is: www.ltcombusdman.ny.gov.

XVII. Photo Waiver (Optional)

The Operator is required by the New York State Department of Health to 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 J.

XVIII. Pet Addendum

Residents are permitted to have certain pets, in accordance with the Pet Policy set forth in Exhibit N and upon execution of the Pet Addendum to this Agreement.

XIX. Miscellaneous Provisions

A. This Agreement constitutes the entire Agreement of the parties.

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 the statute and regulation shall be null and void.

C. 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.

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

XX. Agreement Authorization

By signing below, attest that I have received, read, and understand the following, and agree to abide by the conditions therein.

☐ Residency Agreement

☐ Exhibit A – Room & Furnishings

☐ Exhibit B – Fee Schedule

☐ Exhibit C – Licensure/Certification Status of Providers

☐ Exhibit D – Disclosure Statement

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☐ Exhibit L – Enhanced Assisted Living Residence (EALR) Addendum

☐ Exhibit M – Special Needs Assisted Living Residence (SNALR) Addendum

☐ Exhibit N – Pet Addendum

☐ Exhibit O – Resident Handbook

☐ Exhibit P – Private Duty Aides

☐ Exhibit Q – Guarantee of Payment (Personal Funds)

☐ Exhibit R – Guarantee of Payment (Public Funds)

If residing at the Community for a short-term (Respite) stay, in addition to those documents listed in #1 above, I have also received, read, and understand the following:

☐ Respite Agreement (if applicable)

Dated:_____ _____
(Signature of Resident)

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

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

EXHIBIT A

Identification of Room:

As of the date of Your admission, Your room number will be _____, which is a

☐ private room

☐ semi-private room

Furnishings/Appliances Provided by Operator:

When not supplied by You, the Operator will provide You with the following minimum household equipment:

1. A standard single bed in good repair with clean springs, a well-constructed mattress, and a clean, comfortable pillow of average size
2. A chair
3. A table
4. A lamp
5. Non-removable, lockable storage for personal articles and medications
6. Individual dresser and closet
7. Two sets of sheets
8. Pillowcase
9. A blanket
10. A bedspread
11. Towels and washcloths
12. Soap
13. Toilet tissue
14. A hinged, lockable entry door.

Furnishings/Appliances Provided by You:

Residents are allowed to bring the items listed below. Please check all that will be furnished by You.

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

Furnishings/Appliances NOT ALLOWED:

- Incense or candles
- Extension cords
- Outlet adapters and 2, 3, or 4 way plugs
- Heating blankets or heating pads
- Bed side rails
- Potpourri burners
- Items with frayed cords
- Large refrigerators
- Air conditioners not approved by the Operator
- Installation or alteration of electrical equipment is prohibited
- Antennas that extend outside room windows or attached to the outside of the building
- Door stops or wedges
- Flammable liquids such as gasoline, charcoal lighter, Stern-O cans, etc.
- Fire arms or weapons of any type, including ammunition
- Fire works
- Grills of any type
- Curtains made from material that is not fire retardant
- Gasoline powered equipment
- Heating units, such as space heaters
- Kerosene or oil lamps
- Sun lamps
- Heating elements (immersion type)
- Narcotics/illegal drugs
- Lamps without proper shades
- Waterbeds/water mattress

Exhibit B – Fee Schedule

Resident's Name: _____ **Date:** _____

Room _____ ☐ **Private** ☐ **Semi-Private**

Your Monthly Service Fees:

Room Rate	**$**
Second Person Fee (if applicable)	**$**
Level of Care Fee (if applicable)	**$**
Pet Fee (if applicable)	**$**
(Other)	**$**
TOTAL MONTHLY FEE:	**$**
Community Fee (One-Time Fee)	**$**

BASIC SUPPLIES & SERVICES INCUDED IN MONTHLY SERVICE FEE:

- **Assisted Living:** Up to 3.75 hours (32 mins/day) of personal care and service each week, inclusive of medication administration
- **Memory Care:** Up to 17.5 hours (2.5 hrs/day) of personal care and services each week, inclusive of medication administration
- Nurse response and availability 24/7
- 3 chef-prepared meals per day
- Emergency response 24/7
- Activity programming 7 days per week
- All utilities, basic cable, and Wi-Fi in common areas
- Weekly housekeeping and personal laundry
- Scheduled local transportation for all purposes. (Subject to availability, thus residents must schedule their requests in advance.)

TIERED FEE ARRANGEMENTS

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); monthly weights; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting *(if applicable),* ambulation *(if applicable*), transferring (*if applicable*), feeding, medication acquisition, storage and disposal, and assistance with self- administration of medication.

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

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

Personalized Level of Care Fees (Assisted Living):

Service Level 1 $ 850

- Including all services provided in the Basic Rate, but provides up to 7 hrs. of personal care and services each week. Residents whose needs can be met with this service package are those who require cueing or assistance to complete their activities of daily living such as bathing, dressing, and escort services to dining and programs. Generally, this includes the time required to assist with medication administration.

Service Level 2 $ 1,700

- Including all services provided in Service Level 1, but provides up to 10.5 hrs. of personal care and services each week. It is designed for those requiring more assistance with activities of daily living such as bathing, dressing, and assistance with orientation. This may also include addition medication and/or treatment needs.

Service Level 3 $ 2,550

- Including all services provided in Service Level 2, but provides up to 14 hrs. of personal care and services each week. It is designed for those requiring an extensive level of assistance due to care needs or require an above average amount of time with activities of daily living including bathing, dressing, dining, and participation in programs. This may also include increased complexity with medication and/or treatment needs.

Enhanced Service Levels	Starting at $ 3,400, plus $850– per 30-minute increment

- Should a resident need more than 14 hours of care per week, we have the ability to provide it in a highly tailored way. We work closely with the resident, families, physicians, and other providers to develop and coordinate a customized plan.

Personalized Level of Care Fees (Memory Care):

Service Level 1 $ 850

- Provides up to 21 hrs. of personal care and services each week. Residents whose needs can be met with this service package are those who require cueing or assistance to complete their activities of daily living such as bathing, dressing, and escort services to dining and programs. Generally, this includes the time required to assist with medication management.
-

Service Level 2 $ 1,700

- Including all services provided in Service Level 1, but provides up to 24.5 hrs. of personal care and services each week. It is designed for those requiring more assistance with activities of daily living such as bathing, dressing, and assistance with orientation. This may also include addition medication and/or treatment needs.

Service Level 3 $ 2,550

- Including all services provided in Service Level 2, but provides up to 28 hrs. of personal care and services each week. It is designed for those requiring an extensive level of assistance due to care needs or require an above average amount of time with activities of daily living including bathing, dressing, dining, and participation in programs. This may also include increased complexity with medication and/or treatment needs.

Enhanced Service Levels	Starting at $ 3,400, plus $850– per 30-minute increment

- Should a resident need more than 28 hours of care per week, we have the ability to provide it in a highly tailored way. We work closely with the resident, families, physicians, and other providers to develop and coordinate a customized plan.

ADDITIONAL SERVICES, SUPPLIES or AMENITIES

Second Person Fees:	
Assisted Living	$ 1,500
Memory Care	$ 4,000
Culinary Services (per meal charge):	
Room Service – Delivery	$ 10
Guest Meals – Breakfast, Lunch, Dinner	$ 8, $12, $16
Guest Meals – Holidays	$ 25
Maintenance & Housekeeping Services:	
Extra Maintenance (per hour)	$ 50
Key Replacement (per key)	$ 25
Emergency Pendant Replacement (per pendant)	$ 150
Internal Moving Fee	$ 500
Transportation:	
Community scheduled transportation	Included
Miscellaneous:	
Community Fee (one-time fee)	$ 7,500
Pet Fee (one-time fee)	$ 500
Respite Stay (30 day minimum, pro-rated)	$ 850
Non-Sufficient Funds (per check)	$ 50
Check Processing Fee (per check)	$ 25
Late Fee (Outstanding Balance)	5%
Personal Care Products	At Cost
Beauty Shop/Barber Shop	At Cost

By signing below, I agree that I have reviewed and received of a copy of Exhibit B – Fee Schedule.

Resident's Signature - Primary	Date
Responsible Party's Signature (if applicable)	Date
Executive Director's Signature	Date

Exhibit C – Licensure/Certification Status of Providers

At this time there are no providers offering home care or personal care services under any arrangement with the Operator. The Residence, however, will make every effort to assist you in obtaining appropriate skilled nursing and home health care services not provided at the Community if You so desire.

Exhibit D -Disclosure Statement

Coopers Corner Inc. (“The Operator”) as operator of Coopers Corner (“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 is hereby attached as Exhibit K of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate at 11 Mill Road, New Rochelle, New York 10804, an Assisted Living Residence as well as an Adult Home.

   The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhance Assisted Living Services or Special Needs Assisted Living services, as long as 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 90 persons.

   b. Special Needs Assisted Living services for up to a maximum of 45 persons.

   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 Residences.

   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 rooms are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other

   appropriate living arrangements in accordance with New York State’s regulatory requirements. If you become eligible for and choose to receive services in the

Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your room within the Residence.

3. The owner of the real property upon which the Residence is located is Monarch Coopers Corner Propco LLC. The mailing address of such real property owner is 1359 Hooksett Road, Hooksett, NY 03106.

   The following individual is authorized to accept personal service on behalf of such real property owner: Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

4. The Operator of the Residence is Coopers Corner Inc.. The mailing address of the Operator is c/o Welltower Inc., 4500 Dorr Street, Toledo, Ohio 43615.

   The following individual is authorized to accept personal service on behalf of the Operator: Matthew McQueen, Coopers Corner Inc. c/o Welltower Inc., 4500 Dorr Street, Toledo, Ohio 43615.

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, so long as these services are delivered in compliance with all applicable laws and regulations and can be coordinated with the Resident’s other services.

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. 914-500-3406 is the Local LTCOP telephone number. The NYSLTCOP web site is http://www.ltcombudsman.ny.gov.

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

Exhibit E – Transfer of Funds or Property to Operator

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

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

Exhibit F – Property/Items Held by Operator for You

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____ **OPERATING CERTIFICATE NUMBER:** _____

ITEM	QUANTITY	ESTIMATED $ VALUE (if known)	RESIDENT NAME / DESCRIPTION	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
RESIDENT SIGNATURE X		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE X	DATE		

DOH-5194 (DSS-3027) (Revised 7/78, 6/14, 10/15, 12/15)

Exhibit G – Statement Offering Personal Allowance Account

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Statement Offering Personal Allowance Account

FACILITY NAME: _____ **OPERATING CERTIFICATE NUMBER:** _____

For Supplemental Security Income (SSI) and Safety Net Assistance (SNA) Recipients

I understand that New York State Department of Health (NYS DOH) Regulations provide me, as an SSI or SNA recipient, with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator cannot accept my personal allowance to pay for supplies and services that the operator is required to provide by law, regulation, or admission agreement. In addition, my personal allowance may not be used to pay the operator for any services for which payment is available under Medicare, Medicaid, or third party coverage.

I understand that the operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal allowance funds.

I understand that if I or my representative choose a facility maintained personal allowance account, the NYS DOH Regulations require the operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account); show or give me upon request, or at least every three months, a summary of my account which includes my current balance and informs me of any other important facts about my account.

I understand that I do not have to put my funds in a facility maintained account.

I understand that I may close my facility maintained account at any time and have my funds returned to me.

I understand there are legal protections for my funds and account.

I understand that I may ask the NYS DOH or legal/advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

Check one of the following boxes:

☐ I authorize the operator to establish a facility maintained personal allowance account.

☐ I do not authorize the operator to establish a facility maintained personal allowance account.

☐ As representative for _____ , I agree to comply with the personal allowance requirements set forth above.
☐ **I do** ☐ **I do not** authorize the operator to establish a facility maintained personal allowance account.

☐ I am not an SSI or SNA recipient. However, the operator has offered to maintain a personal fund account for me. I hereby authorize such an account.

Signature of Resident _____ Date _____

Signature of Resident Representative _____ Date _____

Signature of Operator or Designee _____ Date _____

DOH-5195 (DSS-2853) (Revised 7/85, 6/14, 10/15, 12/15)

Exhibit H – Residents' Rights

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 a then-current vacancies available, if any, under the operator's enhanced and/or special needs assisted living residence 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 I– Grievance Procedure

POLICY:

All residents and family members are to be encouraged to express their grievances about the community without threat or fear of retaliation. The Executive Director is responsible for meeting with the resident/family member to resolve grievances.

PROCEDURES:

1. Grievances and recommendations must be presented in writing. A grievance/recommendation form will be available at the Concierge desk. If a team member receives a verbal grievance or recommendation, the team member will direct, and if appropriate, assist the Resident in completing a written grievance or recommendation.
2. Grievances and recommendations will be placed in the Suggestion Box located at in the lobby or given to the Executive Director or any Department Director. Any team member receiving a grievance or recommendation will immediately deliver them to the Executive Director for initial review and assignment.
3. Grievances may be signed by the resident, but a signature is not required.
    a. Residents wishing to remain anonymous may place their grievance or recommendations in the Suggestion Box without signature.
4. Grievances and recommendations will remain confidential and team members will take proper measures to safeguard resident privacy.
5. The Executive Director or their designee will collect grievances and recommendations from the Suggestion Box on a weekly basis, and after an initial review, assign them to the appropriate Department Director for resolution or action.
6. The assigned Department Director must work to resolve the grievance or respond to the recommendation within a reasonable time after its receipt.
    a. Responses to signed grievances will be in writing and delivered to the Resident.
    b. Responses to anonymous grievances will be in writing and delivered to the Resident Council.
7. If the Resident finds the response unacceptable, the Resident should make an appointment with the Executive Director to discuss the grievance or recommendation.
    a. If the Resident has presented an anonymous grievance or recommendation via the Suggestion Box and finds the response to the grievance or recommendation unacceptable, the Resident should submit another grievance or recommendation indicating that it is the Second Request using the Suggestion Box.
8. Any grievances that are not resolved will be referred to the local Long Term Care Ombudsman.

9. The Executive Director will present information regarding resident grievances and recommendations to the Quality Improvement Committee, which will review such grievances and complaints and make recommendations as appropriate.
    a. The Executive Director will response to these recommendations as appropriate.

Exhibit J – Photo Waiver

From time to time photographs, videos, and recordings are taken while attending activities or community events organized by the Community or while in the common areas of the Community for public relations and promotional purposed.

I understand that these images will become the property of the Community. These images will become the property of the Community and may be enhanced, copied, exhibited, published and distributed in a manner that is respectful and dignified for purposes of educating consumers about assisted living and the services offered at the Community in public relations and promotional materials (online, video, or print). I do not have the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I understand that I will not have any rights to royalties or other compensation arising or related to the use of these images.

I am 21 years of age or older 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.

At this time:

☐ I GRANT my permission for my image to be used

☐ I DO NOT GRANT my permission for my image to be used

Signature of Resident	Date
Signature of Resident's Representative	Date
Signature of Resident's Legal Representative	Date

Exhibit K - Consumer Information Guide

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

TABLE OFCONTENTS

INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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

WHO OPERATES ALRs?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

An example of a person who may be eligible for the Enhanced ALR level of care is someone with a condition such as severe arthritis who needs help with meals and walking. If he or she later becomes confined to a wheelchair and needs help transferring, they can remain in the Enhanced ALR.

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

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

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

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

d) The resident agrees with the plan.

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

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

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

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

HOW TO CHOOSE AN ALR

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

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

It is important to keep in mind what to expect from a residence. It is a good idea to prepare a list of questions before the visit. Also, taking notes and writing down likes or dislike about each residence is helpful to review before making a decision.

THINGS TO CONSIDER: When thinking about whether a particular ALR or any other type of community-based housing is right, here are some things to think about before making a final choice.

Location: Is the residence close to family and friends?

Licensure/Certification: Find out the type of license/certification a residence has and if that certification will enable the facility to meet current and future needs.

Costs: How much will it cost to live at the residence? What other costs or charges, such as dry cleaning, cable television, etc., might be additional? Will these costs change?

Transportation: What transportation is available from the residence? What choices are there for people to schedule outings other than to medical appointments or trips by the residence or other group trips? What is within safe walking distance (shopping, park, library, bank, etc.)?

Place of worship: Are there religious services available at the residence? Is the residence near places of worship?

Social organizations: Is the residence near civic or social organizations so that active participation is possible?

Shopping: Are there grocery stores or shopping centers nearby? What other type of shopping is enjoyed?

Activities: What kinds of social activities are available at the residence? Are there planned outings which are of interest? Is participation in activities required?

Other residents: Other ALR residents will be neighbors, is this a significant issue or change from current living arrangement?

Staff: Are staff professional, helpful, knowledgeable and friendly?

Resident Satisfaction: Does the residence have a policy for taking suggestions and making improvements for the residents?

Current and future needs: Think about current assistance or services as well as those needed in several years. Is there assistance to get the services needed from other agencies or are the services available on site?

If the residence offers fewer Special Needs beds and/or Enhanced Assisted Living beds than the total capacity of the residence, how are these beds made available to current or new residents? Under what conditions require leaving the residence, such as for financial or for health reasons? **Will** room or apartment changes be required due to health changes? What is the residence's policy if the monthly fee is too high or if the amount and/or type of care needs increase?

Medical services: **Will** the location of the facility allow continued use of current medical personnel?

Meals: During visit, eat a meal. This will address the quality and type of food available. If, for cultural or medical reasons, a special diet is required, can these types of meals be prepared?

Communication: If English is not the first language and/or there is some difficulty communicating, is there staff available to communicate in the language necessary? If is difficulty hearing, is there staff to assist in communicating with others?

Guests: Are overnight visits by guests allowed? Does the residence have any rules about these visits? Can a visitor dine and pay for a meal? Is there a separate area for private meals or gatherings to celebrate a special occasion with relatives?

WHO CAN HELP YOU CHOOSE AN ALR? When deciding on which ALR is right, talk to family members and friends. If they make visits to the residences, they may see something different, so ask for feedback.

Physicians may be able to make some recommendations about things that should be included in any residence. A physician who knows about health needs and is aware of any limitations can provide advice on your current and future needs.

Before making any final decisions, talking to a financial advisor and/or attorney may be appropriate. Since there are costs involved, a financial advisor may provide information on how these costs may affect your long term financial outlook. An attorney review of any documents may also be valuable. (e.g., residency agreement, application, etc.).

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

An evaluation is required before admission to determine eligibility for an ALR. The admission criteria can vary based on the type of ALR. Applicants will be asked to provide results of a physical exam from within 30 days prior to admission that includes a medical, functional, and mental health assessment (where appropriate or required). This assessment will be reviewed as part of the Individualized Service Plan (ISP) that an ALR must develop for each resident.

The ISP is the "blueprint" for services required by the resident. It describes the services that need to be provided to the resident, and how and by whom those services will be provided. The ISP is developed when the resident is admitted to the ALR, with the input of the resident and his or her representative, physician, and the home health care agency, if appropriate. Because it is based on the medical, nutritional, social and everyday life needs of the individual, the ISP must be reviewed and revised as those needs change, but at least every six months.

APPLYING TO AN ALR

The following are part of entering an ALR:

An Assessment: Medical, Functional and Mental: A current physical examination that includes a medical, functional and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required form.

An application and any other documents that must be signed at admission (get these from the residence). Each residence may have different documents. Review each one of them and get the answers to any questions.

Residency Agreement (contract): All ALR operators are required to complete a residency agreement with each new resident at the time of admission to the ALR. The ALR staff must disclose adequate and accurate information about living in that residence. This agreement determines the specific services that will be provided and the cost. The residency agreement must include the type of living arrangements agreed to (e.g., a private room or apartment); services (e.g., dining, housekeeping); admission requirements and the conditions which would require transfer; all fees and refund policies; rules of the residence, termination and discharge policies; and resident rights and responsibilities.

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department's website at:

http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf .

Review the residency agreement very carefully. There may be differences in each ALR's residency agreement, but they have to be approved by the Department. Write down any questions or concerns and discuss with the administrator of the ALR. Contact the Department of Health with questions about the residency agreement. (See number under information and complaints)

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

Financial Information: Ask what types of financial documents are needed (bank statements, long term care insurance policies, etc.). Decide how much financing is needed in order to qualify to live in the ALR. Does the residence require a deposit or fee before moving in? Is the fee refundable, and, if so, what are the conditions for the refund?

Before Signing Anything: Review all agreements before signing anything. A legal review of the documents may provide greater understanding. Understand any long term care insurance benefits. Consider a health care proxy or other advance directive, making decision about executing a will or granting power of attorney to a significant other may be appropriate at this time.

Resident Rights, Protection, and Responsibilities: New York State law and regulations guarantee ALR residents' rights and protections and define their responsibilities. Each ALR operator must adopt a statement of rights and responsibilities for residents, and treat each resident according to the principles in the statement. For a list of ALR resident rights and responsibilities visit the Department's website at http://www.nyhealth.gov/facilities/assisted_living/docs/resident_rights.pdf . For a copy of an individual ALR's statement of rights and responsibilities, ask the ALR.

LICENSING AND OVERSIGHT

ALRs and other adult care facilities are licensed and inspected every 12 to 18 months by the New York State Department of Health. An ALR is required to

follow rules and regulations and to renew its license every two years. For a list of licensed ALRs in NYS, visit the Department of Health's website at

www.nyhealth.gov/facilities/assisted_living/licensed_programs_residences.htm.

INFORMATION AND COMPLAINTS

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

Glossary of Terms Related to Guide

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

payment for food and shelter services.

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

State of New York
Department of
Health

Exhibit L
ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between, Coopers Corner Inc. d/b/a Coopers Corner (the Operator"),_____ , (the "Resident" or "You"), _____(the "Resident's Representative"), _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Coopers Corner located at 11 Mill Road, New Rochelle, New York 10804.

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

a. Assistance with medical equipment;
b. Assistance with unmanaged urinary incontinence; and
c. Skilled services, including:
    i. Physical assistance with feeding (if resident is self-directing, performed by an HHA, if resident is not-self directing, performed by an LPN or RN);
    ii. Routine skin care, including the administration of topical creams and lotions;
    iii. Administration of ear drops;
    iv. Administration of eye drops/ointments;
    v. Administration of nasal sprays;
    vi. Administration of injectable medications;
    vii. Simple dressing changes;

viii. Wound Care
ix. Catheter care, such as Foley, Condom and Suprapubic;
x. Ostomy care for ostomies that have achieved normal function;
xi. PRN medication administration;
xii. Medication administration, including nebulizer;
xiii. Assistance with management of medical equipment, including oxygen equipment such as nasal cannulas, concentrators and portable oxygen;
xiv. Performing simple measurements and test to routinely monitor medical conditions, including taking vital signs;
xv. Skilled observations which need to be reported to a physician.

d. Therapy (PT, OT, and/or ST) as provided by an outside licensed outpatient therapy provider
e. Hospice care as provided by a licensed outside Hospice Care
f. Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carry out the tasks that the resident requires.
g. When at capacity, the staffing plan for the EALR will include:
   i. Executive Director who oversees the operations of the community; Administrator- prior experience in managing similar services
   ii. One Business Operations Director who manages billing, accounting and other administrative tasks
   iii. One Sales Director who assist residents/families seeking move-in
   iv. Food Services Staff (One Director, and three Cooks who prepare the food and transport it to the resident house kitchens for service; certified as safe food service handlers
   v. A registered Nurse is on staff 37. 5 hours weekly for the ALR and EALR (same RN will be used for ALR, EALR and SNALR Programs) Licensed Practical Nurses (LPN) are on staff as follows for the ALR and EALR: (same LPN will be used for ALR, EALR and SNALR Programs).

      7:00 am – 3:00 pm – 1 LPN
      3:00 pm – 11:00 pm – 1 LPN
      11:00 pm – 7:00 am – 1 LPN

      Certified Home Health Aides (CHHA) are on staff for the ALR & EALR:
      7:00 am – 3:00 pm – 2 CHHAs
      3:00 pm – 11:00 pm – 2 CHHAs
      11:00 pm – 7:00 am – 1 CHHA

h. Enhanced Assisted Living Residents will reside throughout the Community. The entire facility is fully equipped with all of the necessary safety devices to protect the health, safety, and welfare of the persons in the Residence, including an automatic sprinkler system, a supervised smoke detection system, a fire protection system, handrails, and a centralized emergency call system.

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, if applicable 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)

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS _____ DATE 4/18/23

Exhibit M

SPECIAL NEEDS ASSISTED LIVING RESIDENCE

ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between, Coopers Corner Inc. d/b/a Coopers Corner (the Operator"),_____ , (the "Resident" or "You"), _____(the "Resident's Representative"), _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. Special Needs Assisted Living Certification.
The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Coopers Corner located at 11 Mill Road, New Rochelle, New York 10804.

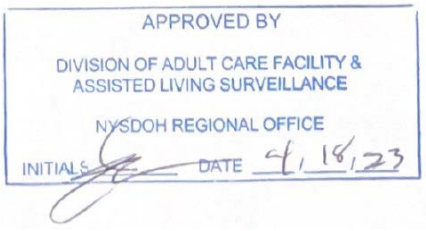
II. Request for and Acceptance of Admission
You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Special Needs Assisted Living Residence (the "Residence") and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

- Specialized services to be provided in the Special Needs Residence include special daily activities to challenge dementia residents. The program is supervised by the Memory Care Director.

- When fully occupied, the SNALR will be staffed with at least 3 dedicated staff during the day and evening shifts, and 2 staff during the overnight shift to serve the SNALR residents. Additionally, all community staff is available to attend to the needs of SNALR residents.

- Each one of our aides receives comprehensive training on effectively and respectfully meeting the special needs of persons with dementia. The training includes methods on successfully cuing residents to independently perform personal care tasks, coordinating care with the resident's family and wandering prevention.



- The Special Needs Assisted Living Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire community 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. Secured outdoor recreational areas are also available for SNALR residents to safely enjoy the outdoors. The SNALR has its own dining room to allow for staff to accommodate resident's needs and variations in dining schedules.

IV. Addendum Agreement Authorization.

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

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

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS _____ DATE 4/18/23

Exhibit N

Pet Addendum

Pet's Name:	License /Tag #:
Type:	Rabies Vaccination/Tag #:
Breed/Description:	Distemper Vaccination:
ADA Certified Service Animal Yes No	Service Animal License #

☐ I **do not** have a pet residing with me at the community.

☐ I wish to have a pet residing with me at the community.

The Resident understands and agrees to keep the above referenced pet in accordance with the following terms and conditions:

1. Residents are permitted to have one (1) pet weighing (at full maturity) no more than twenty-five (25) pounds, provided that:
    a. Resident registers pet with the Community and provides evidence of all appropriate vaccinations (distemper and rabies) upon move-in and on an annual basis.
    b. Resident may be required to pay an additional pet fee, with the exception of an ADA Certified Service Animal.
    c. Resident accepts full responsibility for their pet.
    d. Resident adheres to any House Rules and all local laws or regulations regarding pets.
    e. ADA Certified Service Animals only are allowed in any area where the resident may visit, including the dining room. All non-service pets will not be permitted in areas where food is being served.
    f. Exceptions to number of pets and weight limits may be waived with prior written approval from the Executive Director.

2. All pets must be indoor pets and must be spayed or neutered, as appropriate.

3. All pets must be kept on a leash or in a cage when outside of the room and at all times when associates are performing services in your room.

4. Resident must clean up and dispose of all pet droppings in appropriate trash receptacles.

5. Unless properly restrained, no pet is permitted in the elevators.

6. The Community reserves the right to request that the Resident make other housing arrangements for an existing pet if:
    a. It is deemed by the Executive Director that the resident cannot adequately care for the pet
    b. If the pet poses a risk to the Resident or to other residents or associates of the community.
    c. In the event I am no longer capable of taking care of my pet, or will be absent from the community, the following person may be notified to pick up my pet:

7. Visiting pets must be kept on a leash at all times. Visitors must provide evidence of all appropriate vaccinations (distemper and rabies) upon request.

_____ _____

Name Phone Number

Exhibit O – Resident Handbook

ASSISTED LIVING RESIDENT HANDBOOK

MONARCH

Contents

Welcome

It is a pleasure to welcome you to the family of Coopers Corner. By selecting Coopers Corner as your new home, you have demonstrated your trust in our community and associates. Please be assured that every effort will be made to ensure that you will be even more pleased than anticipated.

Your first few weeks and months will be exciting at Coopers Corner! You will, no doubt, make new friends, relax, and enjoy the pursuits of interests, both new and old. In addition to being conveniently located to shopping, banking, various amenities of the greater community area, as well as a variety of recreational and cultural activities, Coopers Corner offers many programs for our residents. These programs offer a balance of opportunities to be with others and opportunities to be alone. A listening ear and friendly counsel are always available from our associates.

This Resident Handbook has been prepared to assist you in becoming oriented to your new home by providing you with a reference to our policies and procedures and to introduce you to the many services we offer. This handbook becomes an integral part of your Residency Agreement with Coopers Corner. It is recommended you take time in the coming days and weeks to become familiar with it. It is not intended to be all-inclusive and is subject to being changed and amended from time to time as deemed necessary. You will be notified of all changes and should retain them along with this Handbook.

As you have questions or need assistance, please call upon us. We strive daily to give you the independence you desire, with the assurance that we are here to assist you whenever you need us. Our mission is to make the lifestyle at Coopers Corner a rewarding and enriching experience.

Once again, WELCOME HOME to Coopers Corner!

MOVE IN INFORMATION

Move-In Procedures & Orientation

On Move-In day, you will be provided with your keys and an orientation of your new home. The Dining Room Manager will offer to seat you in the Dining Room, which is an excellent way to meet new friends and neighbors. In addition, all Department Directors will come by to introduce themselves and visit with you within the first week of your move-in.

Non-Discrimination

All residents are treated the same without regard to race, color, national origin, age, religious creed, sex, gender expression or HIV status, whether actual or perceived. Our non-discrimination policy also applies to our associates, physicians, guests, and other network agencies.

YOUR ROOM

Alterations

Any alterations to your room will require written approval from the Executive Director. Alterations that require the assistance of an electrician, contractor or similar professional must be approved by the Maintenance Director. If you obtain approval for any alterations, you will be responsible for restoring the room to its original condition upon your move-out.

Room Entry

We respect your right to privacy. However, the Executive Director or their designee will need to gain access to your apartment to make improvements, alterations, or repairs. If you are not present to open and permit entry into the room, the appropriate associate may enter the room when entry is necessary either for your health and wellbeing or to perform required unexpected repairs or other emergencies. In the interest of your safety, in times of emergency, private locks and locking devices of any type other than those provided in the room by the community are strictly prohibited.

Cable

Your monthly service fee includes a basic cable package, which includes 1 cable box. The Move-In Coordinator will contact Cablevision to set up the cable box installation in anticipation of your move-in. If you are interested in an upgrade or additional services, you may call the cable company directly. The Concierge can provide you with the contact information.

Internal Moves

If you desire to move to another room within the building, you are to make your request known to the Executive Director, in writing. Rooms will be offered according to availability. Charges may be assessed for damages incurred in the former room, or for redecorating the former room. If carpet replacement is required for reasons other than normal wear and tear, the replacement charges will be assessed to the resident. You are solely responsible for costs incurred in

the move including mover's fees, cost of telephone transfer, cable service transfer fee (if applicable) packing and unpacking charges, etc.

Items Not Provided

Please be advised that the following items are not provided by the community:

- Body Wash/Soap
- Deodorant
- Paper Towels
- Shampoo/Conditioner
- Shower Curtain/Hooks
- Toothbrush/Toothpaste
- Wastebasket
- Wipes

Keys

You will be given a key to your room and your mailbox upon move-in. We ask that you do not change the locks on your room.

If you lose a key, we ask that you immediately notify a team member. If the keys cannot be located, a new key will be provided by the Maintenance Director for a fee, as outlined in the Fee Schedule.

Newspaper Delivery

If you would like the newspaper delivered to your home, please see the Concierge who will provide you with the contact information for you to set this up directly with the newspaper vendor of your choice.

Personal Grooming Items

Personal grooming items such as hair dryers, shavers, and toothbrushes are permitted in your room. For safety reasons, please keep in mind that you must securely store your personal grooming items such as shampoo, toothpaste, mouthwash, etc. at all times. This may require that your room door remain closed and locked.

Prohibited Items

Certain items are prohibited in your room due to safety concerns. In accordance with state regulations, you may NOT use or house the following items in your room:

- Air conditioners not approved by the operator
- Antennas that extend outside room windows or attached to the outside of the building
- Bed side rails
- Curtains made from material that is not fire retardant
- Door stops or wedges
- Extension cords
- Fire arms or weapons of any type, including ammunition
- Fire works
- Flammable liquids such as gasoline, charcoal lighter, Stern-O cans, etc.
- Gasoline powered equipment
- Grills of any type
- Heating blankets or heating pads

- Heating elements (immersion type)
- Heating units, such as space heaters
- Incense or candles
- Installation or alteration of electrical equipment is prohibited
- Items with frayed cords
- Kerosene or oil lamps
- Lamps without proper shades
- Large refrigerators
- Narcotics/illegal drugs
- Outlet adapters and 2, 3, or 4 way plugs
- Potpourri burners
- Sun lamps
- Waterbeds/water mattress

Property Damage, Loss & Insurance

The community carries all the usual casualty insurance coverage common to multiple dwelling buildings. This coverage does not, however, extend to any personal property owned by a resident, i.e., furniture, clothing, jewelry, or miscellaneous items. The operator is not responsible for loss of any personal property, cash, jewelry, etc. belonging to you due to theft, fire, water, or other cause. It is your responsibility to provide insurance protection to cover such a loss. This type of personal property insurance is called “Renter’s Insurance”. You are strongly encouraged to obtain this insurance coverage for your own protection. It is recommended that you do not have excessive amounts of cash or other valuable retained within your room.

Telephone Services

You may choose to opt for long-distance telephone service within your room. You may reach out to the provider of your choice to get this set up.

For security reasons, the Concierge Desk will not give out resident phone numbers. Please advise family and friends to call you directly in your room and provide them with your direct phone number. Calls received at the front desk for residents cannot be transferred to your room.

Utilities

Except for your long-distance telephone and premium cable channels, all other utilities are included in your monthly service fee. Your room contains individual heating and cooling controls to allow you to regulate the temperature to your satisfaction.

GRIEVANCES

The Right to Voice Grievances

We always appreciate the opportunity to resolve issues whenever possible and we encourage every resident or resident's responsible person to use the "Open Door Policy" of the Executive Director to resolve concerns. Every resident or resident's responsible party has the right to file a complaint if a concern or grievance has not been resolved to their satisfaction. The procedure for filing a grievance is:

1. Grievances and recommendations must be presented in writing. A grievance/recommendation form will be available at the Concierge desk. If a team member receives a verbal grievance or recommendation, the team member will direct, and if appropriate, assist the Resident in completing a written grievance or recommendation.
2. Grievances and recommendations will be placed in the Suggestion Box located at in the lobby or given to the Executive Director or any Department Director. Any team member receiving a grievance or recommendation will immediately deliver them to the Executive Director for initial review and assignment.
3. Grievances may be signed by the resident, but a signature is not required.
    a. Residents wishing to remain anonymous may place their grievance or recommendations in the Suggestion Box without signature.
4. Grievances and recommendations will remain confidential and team members will take proper measures to safeguard resident privacy.
5. The Executive Director or their designee will collect grievances and recommendations from the Suggestion Box on a weekly basis, and after an initial review, assign them to the appropriate Department Director for resolution or action.
6. The assigned Department Director must work to resolve the grievance or respond to the recommendation within a reasonable time after its receipt.
    a. Responses to signed grievances will be in writing and delivered to the Resident.
    b. Responses to anonymous grievances will be in writing and delivered to the Resident Council.
7. If the Resident finds the response unacceptable, the Resident should make an appointment with the Executive Director to discuss the grievance or recommendation.
    a. If the Resident has presented an anonymous grievance or recommendation via the Suggestion Box and finds the response to the grievance or recommendation unacceptable, the Resident should submit another grievance or recommendation indicating that it is the Second Request using the Suggestion Box.
8. Any grievances that are not resolved will be referred to the local Long Term Care Ombudsman.
9. The Executive Director will present information regarding resident grievances and recommendations to the Quality Improvement Committee, which will review such grievances and complaints and make recommendations as appropriate.
    a. The Executive Director will response to these recommendations as appropriate.

FIRE/EMERGENCY INFORMATOIN

Emergency Alarm System

There is a pull cord located in your room, which enables you to summon help in an emergency at any time of the day or night. A personal pendant may also be provided to you at move-in.

Emergency Preparedness Plan Summary

The community has developed and implemented robust Emergency Preparedness Plan (EPP). The purpose of the EPP is to provide standardized policies and procedures for responding to emergencies at the community level. It also provides guidance designed to prevent emergencies from occurring whenever possible. Included in each plan are procedures for the following potential emergency events:

- Loss of Electrical Power
- Loss of Water/Contamination
- Severe Weather
- Evacuation
- Civil Disturbance
- Death of a Resident
- Hazardous Material
- Fire
- Flooding
- Tornadoes
- Bomb Threat
- Missing Resident
- Exposure Control

These procedures are reviewed annually and updated as needed. All associates are trained on these procedures and in addition, communities test their abilities to respond to various emergencies through periodic drills and exercises.

You, as a resident, and your family members play an important role in the event of an emergency situation. All residents should pay close attention to instructions that are given and follow them to the best of your ability. A current list of residents who may require physical assistance due to conditions which may impair their ability to respond to an emergency is kept within the EPP and updated frequently.

Family members and/or responsible parties will be notified by phone as soon as possible alerting them to the emergency situation and advising them if any follow-up actions are required of them. In some instances, the family member may be asked to pick you up at the community or an alternate evacuation site, if possible.

Each community has an Emergency Transfer Agreement with a local establishment where they can transport the residents for safe harbor. Each community has their own community vehicle which will be used in the event of an emergency evacuation.

Please be advised that the information provided may change depending upon the nature or scope of the emergency or disaster.

Fire & Emergency Drills

Fire and emergency preparedness drills are held on a regular basis. Drills will be unannounced and will occur during daytime and nighttime hours. Residents and associates are required to participate in the drills to become familiar with the fire and safety procedures and the location of emergency exits.

Fire exit diagrams are posted at various locations throughout the community showing your location and the nearest fire exit.

Fire Alarms

The community was designed and constructed with rigorous safety standards in mind and meeting all local ordinances and building codes. The building is fully sprinkler-equipped and has hard-wired smoke detectors in each room.

In the Event of a Fire or Fire Alarm:

- If fire or smoke is observed in your room, immediately evacuate your room.
- Upon hearing the building's master fire alarm, and fire and smoke is not observed in your room, you are advised to remain in place and await further instruction or upon hearing an all-clear.
- If there is a fire in your room, leave your room, making certain the door is closed behind you.
- Attempt to notify a neighbor who can call the Concierge and advise associates accordingly.
- If you see or smell smoke, you should quickly notify the Concierge or pull the nearest fire alarm.
- You should not open any doors or windows unless you are instructed to do so.
- Smoke does greater harm by incapacitating people than does an actual fire.
- Our sprinkler system is designed to contain a fire to a small area.
- If you are being evacuated, you will receive instructions on the route to proceed to the exit. Do not use the elevators in the event of a fire in the building.

Security

Concern for safety and security must be everyone's responsibility. The community provides 24-hour. Any disturbance or suspicious persons should be reported to the Concierge Desk immediately and appropriate response will be taken.

RESIDENT RESPONSIBILITIES & CODE OF CONDUCT

Alcohol

Alcoholic beverages are generally permitted; provided, however, if you consume alcohol, your behavior must not interfere with other residents' quiet enjoyment of

the Community or their rooms or jeopardize or in any way endanger the health, safety, or welfare of any other individuals at the Community (i.e., you, other residents, associates, visitors, or guests). If you choose to consume alcohol at the Community, you are responsible for understanding the effects between alcohol and your prescribed medications. If you imbibe, an order from your attending physician will be obtained and kept on file indicating any contraindications. If you keep alcohol in your room, your door needs to remain secured when you are not present in the room.

Resident Responsibilities

You agree to observe and abide by the Community's rules, policies, procedures, and Resident Handbook as they now exist and as they are amended from time-to-time. If we determine you are not complying with the provisions of the Community's rules, policies, procedures, and Resident Handbook, we will ask you to discontinue the actions we believe are not in compliance. Refusal to discontinue such actions and continued failure to comply may be grounds for discharge or transfer from the Community as described in your Residency **Agreement.**

Behavior

While residing at the community, you agree to conduct yourself in a respectful, socially acceptable manner, consistent with the peace and harmony of the community.

Common Areas

Several common areas are located throughout the Community for your enjoyment. You may use the common areas at your convenience for playing cards, doing puzzles or other socializing; provided, however, you must be respectful of others who also use the common areas. Common areas should not be used for sleeping; we request you use the privacy of your room.

Confidentiality

Your resident records are kept confidential unless otherwise required by law. However, we are permitted to disclose information about you to our associates, other health care providers responsible for your care and "Business Associates" (as defined under the Health Insurance Portability and Accountability Act), if applicable, so long as we do so in accordance with applicable law.

If you are transferred or discharged to another health care provider, your pertinent information will be forwarded in order to ensure continuity of care. All requests for records must be processed through the Executive Director.

Dress Code

You are requested to present an image in keeping with the ambiance and style of the community. Please be reminded that at no time are sleep wear, bathrobes, slippers, or similar clothing to be worn in any common areas of the community, including hallways, dining rooms, lobbies, etc. Cover-ups are required when going to the pool area. A robe is appropriate in this situation only.

Firearms & Other Weapons

The Community strictly prohibits possession of any/all firearms, ammunition, or other weapons by anyone on the property at any time. Any resident or visitor identified as having any firearms, ammunition, or other implements primarily intended for use as a weapon in their possession (either openly visible or concealed) while on community property will immediately be asked to remove the firearm, ammunition, or other weapon from the property, regardless of if there is a legal permit which allows possession. The community will notify local law enforcement for assistance if any resident or visitor fails to immediately remove the firearm, ammunition, or other weapon from the property. Any resident failing to comply with this policy will be deemed in violation of their residency agreement and will be given written notice to permanently vacate the community.

Furnishings

All rooms may be outfitted with your own furniture. We encourage you to furnish your room with your own personal belongings, which will ensure a comfortable “at home” atmosphere. If you do not wish to furnish your room, you we will supply the basic furnishing required by state regulations for the duration of your residency.

Hallways & Corridors

For the safety of all residents, please keep the hallways clear of all items such as carts, tables, doormats, and umbrellas, etc. These items must be kept in your room. Should you come across a hallway area that requires our attention, please contact the Concierge.

Overnight Guests

Overnight guests are welcome to stay with you in your room at no charge. Extended visits of more than two weeks must be approved by the Executive Director, and an additional fee may be charged. You should notify the Concierge Desk when you are expecting overnight guests to stay in your room.

Oxygen

If you require the use of oxygen, you are required to store and use oxygen in accordance with basic safety guidelines. Appropriate signage will be placed on or near your room door stating that oxygen is in use.

Parking

All vehicles parked on the property must be currently registered with the Department of Motor Vehicles and must be in operational condition. Any vehicle appearing to be abandoned will be towed away at the owner's expense.

The community assumes no responsibility for any loss or damage to vehicles parked on community property. It is advisable to keep your vehicle locked always, and an extra set of keys located in a convenient place within your room.

We are not able to accommodate the parking of RV's, boats, or other oversized vehicles for either residents or guests.

Pets

You are permitted to have one pet reside with you in the community, subject to the terms of the Pet Policy and following conditions:

1. Pet does not exceed 25 pounds and meets all requirements as stated in the Community's Pet Policy.
2. The pet is not a wild or exotic animal.
3. You have produced records that the pet is under the care of a veterinarian, has had a recent examination, and is in good health with current and proper vaccinations.
4. You are capable of taking care of your pet.
5. The Executive Director has granted prior approval of the pet.
6. The pet does not pose a threat to the other residents, associates, visitors and/or other third parties who work in the Community.
7. You have paid the Pet Fee, in accordance with the Rate Schedule attached to your Residency Agreement.
8. Notwithstanding the foregoing, the Executive Director has the right to refuse a pet from entering the community in order to protect the health, safety and welfare of the residents, associates, and visitors. You are required to sign a Pet Agreement to acknowledge your understanding of and adherence to the rules for a pet.
9. The Executive Director has the right to make exceptions on a case by base basis.

NOTE: Pets should be secured when an associate is in your room performing services.

Private Duty Aids

You can secure and hire private and agency personnel to provide health and person care services and assistance. A caregiver and companion are defined as any person receiving compensation of any form for services rendered to and for a resident. The private duty companions and caregivers are expected to abide by the Private Duty Aid terms as outlined in your Residency Agreement.

For reasons related to compliance with our Workers' Compensation Insurance, you are NOT permitted to hire community associates for other jobs or simple errands even after the associate's normal working hours.

Quiet Enjoyment

We strive to make certain all residents enjoy a quiet, peaceable living environment. Consideration of your neighbors is an important aspect of community living. Residents are asked to keep the volume of all televisions and radios at moderate. If there is a disturbance, please contact the Concierge Desk.

Smoking

This community provides a smoke-free environment for residents, associates, and guest. At no time is smoking permitted in the community, including your room, or on the grounds of the community.

Solicitation

Outside salespersons and other solicitors are not permitted to invade the privacy of your home, unless specifically invited by you. Similarly, solicitation or personal distribution of flyers is not permitted in any public area or anywhere in or on the property without the written approval of the Executive Director.

Tipping

Tipping of any kind is not permitted. Any associate who accepts a tip, gift or gratuity of any kind may be subject to immediate suspension and possible termination.

Recognizing, however, that residents may wish to show special appreciation to various associates, an opportunity is provided annually at holiday time. The Resident Association makes this available to anyone interested through the "Associate Appreciation Holiday Fund". The monies received throughout the year, or those collected through the Fund campaign, are distributed to all associates in an equitable fashion based on tenure and full-time/part-time status.

Valuables

The Operator cannot be responsible for the loss or theft of valuables from your room. It is strongly recommended that each resident have Renter's Insurance. This can be obtained from any local insurance agent.

Visitors

It is crucial that residents maintain their link with their family and friends, therefore, visitors are always welcome at the community! For safety reasons, all visitors must sign-in at the Concierge Desk upon arrival, and sign-out when leaving the community.

BUSINESS OPERATIONS

Manager on Duty

The community has an assigned Manager on Duty each weekend on a rotating basis. There is always someone available from the Management Team as needed for management supervision on the weekends. If you have any issues or concerns on a weekend, please contact the Concierge Desk to request the Manager on Duty.

CONCIERGE SERVICES

Concierge Services

The Concierge is here to assist you with your needs. If at any time you need assistance, please call the front desk and we will be happy to assist you.

Deliveries

Packages will be delivered to the Concierge and delivered to your room. Unfortunately, we cannot accept any COD deliveries on your behalf.

Mail Delivery

Mail is distributed by the United States Postal Service to personal mailboxes located in the mailroom. These mailboxes are under the control of the Post Office and Federal Law prohibits the placement of memos or in-house communications in these mailboxes.

CULINARY SERVICES

Carry-Out Meals

Carry -out meals are available (for an additional charge) for pick-up. Contact the Dining Room Manager to place your pick-up order at least 2 hours in advance of mealtime, if possible.

Catering & Special Events

The Culinary Services Department offers a complete catering menu featuring items as simple as chips and dip, to full dinner menu offering items only limited by your imagination. Contact our Culinary Services Director for more information. We will do the work while you have the fun! Additional food and service charges are outlined on the Fee Schedule.

Dining Hours

Meals are offered at the following times:

Breakfast	7:00 am-9:00 am
Lunch	11:30am-1:00pm
Dinner	4:30pm-6:00pm

Dining Room Attire

We want every facet of your dining experience to be both enjoyable and comfortable. To assure an “at home” feeling of comfort, a coat and tie are not required; however, appropriate attire is requested always. For morning breakfast service, bathrobes, loungewear, or “dusters” are not permitted.

Guest Meals

We encourage you to invite family and friends to enjoy a meal with you at the community. You may contact the Concierge to let them know that you are expecting guests for a meal. You are encouraged to let the dining team know at least 24 hours in advance, if possible. Guest meals will be added to your monthly ancillary charges.

Meal Delivery

Meal delivery to your room is available, for an additional charge as outlined in the Fee Schedule. If you are feeling under the weather, a meal delivery charged will be waived.

Private Dining Room

Family get-togethers and making special events fun and enjoyable are very important to everyone. We encourage you to invite family and friends to the community whenever possible. For assistance in making arrangements for a special celebration or use of the Private Dining Room, you may contact the Concierge.

Special Diets

All our menus are selected and prepared with your health and nutrition in mind. We use low sodium and low-fat in the preparation of food. Low cholesterol, low calorie meals will be available, and dietetic desserts are always available.

HEALTH & WELLNESS

Medical Services

A licensed nurse reviews and oversees our trained associates to ensure the ability to meet your needs. Any changes in your health condition will be discussed with you and your responsible party, if applicable. You and your responsible party, if applicable, can make arrangements for additional services through a 3rd party vendor. These services must be coordinated through the Health & Wellness Director to ensure a smooth transition. Residents may continue their relationship with their own physician, dentist, and any other professional services of their choice.

Medication Supervision

Medication distribution and administration is available to you, if needed. The medications must be prescribed by your physician. A professional nurse oversees the monitoring of medication distribution and administration by trained

associates. When medication is administered by our associates, they are required to administer all medications unless your physician provides a prescription stating that you can self-administer certain medications.

Wellness Program

To help you remain fit and healthy, we offer varying levels of exercise and fitness classes. For more information, contact our Health & Wellness Director or our Program Director. Blood pressure and weight checks are available on a regular basis.

MAINTENANCE & HOUSEKEEPING

Annual Room Deep Cleaning

All residents who have lived at the community for OVER one (1) year will receive a thorough Annual Deep Cleaning by the Housekeeping Department. In order to provide this service, each room will miss one week of regularly scheduled cleaning services. You will receive a schedule designating the day of your Annual Cleaning.

Housekeeping Services

Cleaning services are provided weekly on a regularly scheduled basis. These services are designed to assist you in the maintenance of an active, independent lifestyle. While room cleaning will be done on a regular basis, you are expected to maintain the general cleanliness and sanitation of your own room. This means that you are responsible to keep your room free of clutter, garbage, and other conditions that are a health or safety hazard; and clean up spills and other soils when they occur.

The light housekeeping services include:

- Dusting
- Vacuuming of exposed carpet surfaces
- Cleaning the empty kitchen sink, countertops, and tops of any appliances
- Mopping the kitchen and bathroom floors
- Cleaning and sanitizing toilet bowl, sink, countertop, tub/shower
- Cleaning bathroom mirror
- Changing bed linens (linens supplied by the resident)

Housekeepers are not allowed to move furniture, but the moving of furniture and a thorough cleaning will be done annually. Housekeepers do not wash dishes, or any personal items left in a bathroom.

Laundry Services

Laundry services consisting of linens and towels are provided by Housekeeping on your regularly scheduled housekeeping day. This service is included in your monthly service fee.

Laundry services consisting of personal clothing are provided by the Caregivers on your regularly scheduled laundry day. Your personal clothing items will be laundered, dried, folded and/or hung up, and returned to your room.

Maintenance Services

Routine requests for maintenance services should be directed through the Concierge Desk. A work order will be completed and directed to the Maintenance Director. In case of emergencies (such as plumbing problems), the Concierge will contact the Maintenance Director or Security to go to your room as quickly as possible to resolve the situation. Work orders are processed on a first come, first served basis with the exception of emergencies.

Any customizing of your room must first have written approval from the Executive Director. Restoration costs associated with returning the room to its standard condition will be the responsibility of the resident.

General maintenance, upkeep and repairs connected with normal usage of the room, its furnished fixtures, and appliances, are included in your monthly service fee. Items such as built-in shelving, custom carpeting, etc. installed in your room will remain part of that room and cannot be removed when you vacate the room.

PROGRAMMING

Activities & Programming

The Program Director plans a full schedule of activities, trips, fitness classes, educational programs, lectures and entertainment events. The composition of programs and activities will vary with current resident interests and needs. A schedule of events is published monthly in a calendar format distributed to all residents.

Occasionally, some programs or events do require outside expertise, resources and there may be a fee for these special opportunities, such as attending a play or musical concert.

The Activity Sign-Up Book is located at the Concierge Desk. This is your way of making reservations for community trips and events outside of the community. Reservations can always be cancelled in the Sign-Up Book up until the RSVP date.

A suggestion box is located by the Concierge's desk for residents' to compose any feedback, questions, or concerns.

Beauty/Barber Salon

Beautician and barber services are available in our Salon through a licensed, third-party vendor. Hair appointments may be made by calling the Salon directly

to schedule a time. A price list for services is available at the Salon. Charges for Salon services will be added to your monthly bill.

Fitness Center

The Fitness Center is provided for relaxation, exercise, and the therapeutic benefit of all residents. As with all fitness programs, it is recommended that use of the exercise equipment be discussed with your physician prior to using the Fitness Center equipment. It is understood that you are using the equipment at your own risk and the full knowledge that you are solely responsible for use of the equipment. You and any guests must comply with the posted guidelines governing the use of the Fitness Center. A variety of equipment is provided to meet your fitness and exercise needs. Prior to using the specialized equipment and facilities, you will be asked to participate in an orientation program to familiarize yourself with the proper use of the equipment.

Religious Services

You are encouraged to participate in the religious services of your choice or attend the nondenominational services offered at the community. Local clergies are encouraged to visit those of their congregation or religious denomination.

Resident Council

You are encouraged to attend the monthly Resident Council. This meeting consists of the Executive Director, Department Directors, and residents who wish to meet to review concerns and make suggestion.

Transportation

The community provides scheduled transportation for the necessities and special activities at no additional charge. Check with the Concierge for the community’s set days for transportation to medical appointments.

Residents must fill out a transportation sheet with information such as the date of the appointment, name, address and phone number of the doctor and time of the appointment. There is no charge for local transportation on identified community transportation days. Please see your Fee Schedule for cost of other transportation fees that may be requested.

Volunteers

The Program Director leads up our Volunteer Program. Volunteers from the local community are encouraged to spend time at the community volunteering their time to help enrich the lives of those we serve.

Exhibit P

Private Duty Aides

Private Duty Aides providing services to residents at the community must comply with all the following requirements as a condition of obtaining access to Community.

1. **Registration Form** – The private duty aide must complete and submit to the Business Operations Director a *Private Duty Attendant Registration and Information Form* .This form must be updated every time the private duty attendant proposes to provide services to another resident at Community.

2. **Name Badge** – The private duty aide must always wear a name badge while on the premises of the Community.

3. **Acknowledgement and Indemnification** – The private duty aide must receive and comply with all policies and procedures that the Community develops governing private duty aides' provision of services in residents' rooms.

4. **Tuberculosis Test** – The private duty aide must provide a copy of a negative current TB or chest x-ray, or registry notification of TB clearance. Such tests must be updated annually.

5. **Criminal Background Check** – The private duty aide must show proof of a criminal background check.

6. **No Solicitation or Loitering** – The Community strictly prohibits solicitation of business and loitering on its premises. The private duty aide shall report as required by Community immediately before his/her appointment with the resident and shall leave the premises immediately after the provision of services. In addition, the private duty aide shall have access only to areas of Community necessary to obtain access to the resident's room, to meet the resident's needs, or to use the public telephone or restrooms.

7. **Requirements** – Meals, breaks, entrance, name badges, parking, solicitation, telephone and any other policies and procedures that govern the private duty aides specific to Community will be addressed with the private duty attendant by the Executive Director or designated individual.

Exhibit Q

Guarantor Agreement (Personal Funds)

The Community does not require a third-party guarantor as a condition of move-in, expedited move-in, or continued residency ***unless*** the Resident does not have the financial resources to continue living in the Community or for other reasons as determined by the Community. In addition, a Guarantor must execute this Agreement if he or she desires to pay for the Resident's fees without regard to the financial resources of the Resident. By signing this Agreement, the Guarantor(s) signing below is/are jointly and severally liable for the Resident's financial obligations to the Community and agrees to the following:

1. The Guarantor(s) agree to guarantee the payment responsibilities for _____ (the "Resident") as outlined in the Residency Agreement and Fee Schedule (Addendum A).
2. The Guarantor(s) may not terminate the obligations hereunder without providing at least 60-days written notice of his or her intent to terminate this Agreement. During the 60-days period prior to this Agreement terminating, the Guarantor will cooperate with the Community, the Resident, and any other Responsible Party, as well as any state regulatory agency in assisting the Resident in finding a new residence if the Resident does not have the financial resources to continue living in the Community once this Agreement terminates or no other payment source is available that would allow the Resident to continue living in the Community.
3. The Guarantor(s) will pay all monies due to the Community for the financial obligations incurred by the Resident for the time period beginning at the time of the execution of this Agreement and ending on the date of terminating the Guarantee or the death of the Resident. Guarantor shall remain liable for all monies due to the Community at the time of the death of the Resident, including any damages sustained to the room or other items as identified in the Residency Agreement. This Guarantor Agreement shall survive the termination of the Residency Agreement and shall be in effect until the total amount of all monies due to the Community are paid in full.
4. The Guarantor understands that if the Resident does not have the financial resources to pay their financial obligations to the Community after the Guarantor(s) terminates this Agreement, the Community shall immediately issue a termination of the Residency Agreement to the Resident.

By signing below, I acknowledge and confirm that I have:

1. Read and understand this guarantor agreement and that I voluntarily consent to all of its terms; and
2. Read and received a copy of the Residency Agreement and Addendums, and agree to be bound by the terms and conditions of the Residency Agreement as to the provisions relating to the payment of fees, arbitration, and termination of services. This Guarantor Agreement shall survive the termination of the guarantee and the Residency Agreement.

Guarantor Information (Primary):

Name: _____

Address: _____

_____

Phone Number: _____

_____ _____

Guarantor's Signature (Primary) Date

Guarantor Information (Secondary, if applicable):

Name: _____

Address: _____

_____

Phone Number: _____

_____ _____

Guarantor's Signature (Secondary) Date

_____ _____

Executive Director's Signature Date

Exhibit R

Guarantor Agreement (Public Funds)

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

Guarantor Information (Primary):

Name: _____

Address: _____

_____

Phone Number: _____

_____ _____

Guarantor's Signature (Primary) Date

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