



THE PLAZA AT CLOVER LAKE
FOR INDEPENDENT & ASSISTED LIVING

Assisted Living Residence

Residency Agreement

RESIDENCY AGREEMENT
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RESIDENCY AGREEMENT

- A. **This agreement** is made between **Clover Lake Management, LLC doing business as The Plaza at Clover Lake** (the “Operator”),
(the “Resident” or “You”),
_____, (“Resident’s Representative”) who
is the Resident’s _____ (state relationship).

RECITALS

- A. **The Operator** is licensed by the New York State Department of Health to operate at **838 Fair Street, Carmel, New York 10512**, an **Assisted Living Residence** (“The Residence”) known as **The Plaza at Clover Lake** and as an **Adult Home**.
- B. You have requested to become a Resident at The Residence and the Operator has accepted your request.

AGREEMENTS

I. **Housing Accommodations and Services.**

Beginning on _____, the 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 Living Space: You may occupy and use a private () or semi-private () room identified on Exhibit I.A.1., subject to the terms of this Agreement.

2. Common areas: You will be provided with the opportunity to use the general-purpose rooms at the Residence such as lounges, lobby, dining room, library, and outside garden area. You will be able to use the common areas at the Community between the hours of 9:00am and 8:00pm 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.

Please note that there is NO SMOKING allowed in any portion of the building.

3. Furnishings/Appliances Provided by The Operator: Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your apartment/room.
4. Furnishings/Appliances Provided by You: Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your apartment/room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

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

1. Meals and Snacks: Three (3) nutritionally well-balanced meals per day served in the Dining Room and one (1) snack per day are included in Your Basic Rate. The following modified diets will be available to you if ordered by your physician and included in Your Individualized Service Plan (choose one):

()Regular ()House Low Salt ()House Low Sugar () House Renal

Food and Drink are available to You 24 hours per day, 7 days a week in the following way(s):

Food and drink requests are available in between meals during hours of operation 7:30am to 7:30pm at extension 238. After 7:30pm, prepared snacks and drinks are available upon request by calling the front desk by dialing 0.

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: Apartment cleaning once a week/ as needed. Services include: trash removal, dusting, vacuuming, mopping and cleaning windows.
4. Linen Service: Scheduled once per week laundering service towels and washcloths, pillowcase, & bed sheets. Blanket, pillow & bedspread laundered once per month.
5. Laundry of Your personal washable clothing: The operator will provide laundry services once per week or as needed.
6. Supervision on a 24-hour basis: The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law and required by the State Department of Health
7. Case Management: The Operator will supply 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. Individualized Service Plan: The Individualized Service Plan (ISP) is a written plan developed for each resident at The Plaza at Clover Lake. The Plaza at Clover Lake and the ISP team will develop an initial ISP and conduct on-going review and revision of the ISP every 6 months or as often as needed.
9. Personal Care: The Operator will provide—some assistance with bathing; grooming; dressing; medication acquisition, storage and disposal; and assistance with self-administration of medication, as is included in the Basic Rate. Personal care services available to all ALR residents include up to 3.75 hours per week of direction; along with 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 will require that the resident pay a higher monthly fee. Detailed fees are included in **Exhibit I.C** of this Agreement's rate or fee schedule.

C. Additional Services

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

D. Licensure/Certification Status.

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

II. Disclosure Statement

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

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 for the single designated fee. This is referred to as the "Basic Rate". This community/residence operates with a flat fee Basic Rate.

B. Tiered Fee Arrangements

The Plaza at Clover Lake uses a “Tiered” fee arrangement, in which the amount of the Monthly Rate depends upon the types of services provided. The fees for each “tier” of care, are set forth in detail in Exhibit III.A.2 and made a part of the Agreement. Such exhibit describes the types of services provided; the fees for each “tier” of care; and describes who will be providing care, if other than staff of the Operator.

C. 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 III.A.2.

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

The Community Fee is a one-time fee that the Operator may charge at the time of admission. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community Fee pays for and what the amount of the Community Fee will be, as well as any terms regarding refund of the Community Fee. The prospective Resident, once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee as a condition of residency in The Plaza at Clover Lake, or to reject the Community Fee and thereby reject residency at The Plaza at Clover Lake.

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

A list of services funded by the Community Fee is contained in Exhibit III. B., which is attached to and made a part of this Agreement.

D. Rate or Fee Schedule

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

E. Billing and Payment Terms

Payment is due by the 1st of each month and shall be delivered to The Plaza at Clover Lake at 838 Fair Street, Carmel, New York 10512. A late fee of 10% per month will be charged for payments received after the 1st of the month. The resident or responsible party, if any, have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.

Residents who pay for all or part of their services with private funds may be asked, upon application to the facility, to prove their ability to pay for services in the coming 12-month period. Residents will notify the Operator of the anticipated depletion of private funds at least five months in advance of expected depletion so to allow for adequate time to apply for and secure available public benefits. Should the resident be unable to pay for facility charges with private funds, public benefits or a combination thereof, the residence will issue a thirty-day written notice of termination of the residency agreement, in accordance with the applicable regulations.

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.
2. Since a Community Fee is a one-time fee that equals the charge of a single month's Basic Rate and is charged at the time of admission, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident. If You move out of the Residence within 90 days, the Community Fee will

be refunded to You, prorated over three months. (If you move out within 30 days—75% of community fee is to be refunded; within 31-60 days—50% refunded; 61-90 days—25% refunded. No refund will be made if resident moves out after 90 days.) There are no additional conditions regarding the Community Fee.

3. If You, or Your Resident Representative or Legal Representative, agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.
5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

G. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of your absence. The charge for this reservation is equal to the Resident's usual monthly rate, prorated for the number of days reserved. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with timely notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at The Plaza at Clover Lake.

The Operator must also return at the time of Your discharge, but in no case more than three business days, any of Your money or property which comes into the possession of the Operator

after Your discharge. The Operator must refund on the basis 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 Plaza at Clover Lake 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 or 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 the items given to be transferred. Such listing is attached as Exhibit V. and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

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

The Operator will not accept the responsibility of custody for storage of personal property or valuables at the facility.

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. Please refer to Title 10 of New York Codes, Rules, and Regulations at Section 1001.9.

VIII. Tipping

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

IX. Personal Allowance Accounts

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, in accordance with Social Services Law, by executing a Statement of Offering (DOH-5195) with you or Your Representative.

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/temporary-assistance/>.

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

You must complete the following:

I receive SSI funds _____ or I have applied for SSI funds _____

I receive SNA funds _____ or I have applied for SNA funds _____

I do not receive either SSI or SNA funds _____

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

X. Admission and Retention Criteria for an Assisted Living

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. 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.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.

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.

XI. Rules of the Residence

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

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

A. You, or Your Resident's 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, **is due on the 1st day of the month.**
2. Supply of personal clothing and effects, including hygiene & grooming supplies.
3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third-party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
6. Though not required, it is recommended that residents or their representatives appoint a Health Care Proxy.
7. Informing the Operator of any change of name, address and/or phone number or the current resident representative, legal representative or other contact persons and supplying the Operator with the name, address and phone number of any temporary contact person or representative, should a temporary contact or representative become necessary, within seven (7) days.

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

1. Accompany or make suitable arrangements for Resident to medical appointments. (Residents may also use facility's companion services at the established rate for such service).
2. Investigate and choose suitable alternate care setting if and when this becomes necessary, with assistance from Operator.
3. If appointed as the Resident's Health Care Proxy, make medical decisions when Resident is unable to make such decisions for himself or herself. If not appointed as

- Health Care Proxy, to assure that the appointed Health Care Proxy is duly notified to make such decision in the event that the resident is unable to make such decisions for himself or herself.
4. The Resident and/ Or Representatives will supply the resident with enough necessities, such as sets of seasonal clothing, undergarments, clothing repairs, and/ or personal hygiene items.
 5. Make the appropriate monthly payments as agreed to in this residency agreement.
 6. Advise if change of contact person, address changes, telephone numbers and such, including designating alternate contact person during vacation or for other absenteeism, and provide all the above information for such a person.

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

1. Accompany or make suitable arrangements for resident to medical appointments. (Residents may also use facility's companion services at the established rate for such service).
2. Investigate and choose suitable alternate care setting if and when this becomes necessary, with assistance from Operator.
3. If appointed as the Resident's Health Care Proxy, make medical decisions when Resident is unable to make such decisions for himself or herself. If not appointed as Health Care Proxy, to assure that the appointed Health Care Proxy is duly notified to make such decision in the event that the resident is unable to make such decisions for himself or herself.
4. Supply Resident with enough necessities, such as sets of seasonal clothing, undergarments, etc.
5. Make the appropriate monthly payments (if this is the arrangement) as agreed to in this residency agreement.
6. Resident's and/or Representatives are advised to notify the facility of changes to their contact person's: mailing address, telephone number(s), and email address. Notifying the facility of a designated alternate contact person during any extended times of absenteeism is required. Resident's and/or Representatives are required to provide similar contact for the duration.

XIII. Termination and Discharge

This Residency Agreement and residency in The Plaza at Clover Lake may be terminated in any of the following ways:

1. By mutual agreement between You and the Operator;
2. Upon thirty (**30**) days advance written notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility; the thirty-day period will begin on the day that your written notice is received by the Operator.
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 if you object to the termination, termination is permissible only if the Operator initiates a court proceeding in a competent jurisdiction, and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care The Plaza at Clover Lake 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 Plaza at Clover Lake;

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 Plaza at Clover Lake to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health. You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator. All payments will be required through the date of discharge.

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 the Resident 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 reasonable wishes.

Resident may object to the Operator regarding termination and may be represented by an attorney or advocate. If Resident elects to challenge the termination, the Operator will institute a special proceeding in Court. Resident will not be discharged against his/her will unless the Court rules in favor of the Operator. Resident and/or responsible party shall pay on behalf of, indemnify and save harmless the Facility, its owners, the Operator, any manager and all representatives thereof, from all reasonable liabilities, obligations, losses, property damage,

cost of repairs, services and expenses, including court costs and attorney's fees allowed by court of competent jurisdiction, and/or collection costs which may be reasonably imposed upon or incurred by the Facility or Operator by reason of Resident's negligence or improper use of care of the facility's or others' property and/or failure of Resident and/or Responsible Party to comply with any of the terms and conditions of this residency agreement if imposed pursuant to a court order.

Resident's belongings and personal property MUST be picked up upon discharge, and Resident's discharge from the Facility may only take place between the hours of 9 am and 4 pm. If Resident's belongings and/or personal property are removed after 4 pm, then the Discharge Date will not be until the next day.

XIV. Transfer

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

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself or others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in The Plaza at Clover Lake to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been transferred.

If such hand delivery is not possible, then the notice must be given by any of the methods provided by New York law for personal service upon a natural person.

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in The Plaza at Clover Lake's operations and programs are attached as Exhibit XVI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of The Plaza at Clover Lake.

The Operator agrees that the Residents of The Plaza at Clover Lake may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

Complaint handling is a direct service of the Long-Term Care Ombudsman Program. The Long-Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

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

3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of The Plaza at Clover Lake from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

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

Dated: _____

 (Signature of Resident)

Dated: _____

 (Signature of Resident Representative)

Dated: _____

 (Signature of Resident Legal Representative)

Dated: _____

 (Signature of Operator or the Operator's
 Representative)

Personal Guarantee of Payment (Optional)

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

_____ personally, guarantees payment of charges for Your Basic Rate by the first of each month and a late fee of 10% per month will be charged for payments received after the 1st of the month. _____ personally, guarantees payment of charges for the following services, materials or equipment, provided to You, that are not covered by the Basic Rate. The resident or responsible party, if any, have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.

(Date)

(Guarantor’s Signature)

Guarantor’s Name (Print)

Guarantor of Payment of Public Funds (Optional)

If you have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate **within one week of residents' receipt of payment of public funds. A late fee of 10% per month will be charged for payments received beyond expiration of the one-week period** from receipt of Your SSI, Safety Net, Social Security or other public benefits, and following the first day of the month for payment from Personal Funds (other than your Personal Needs Allowance) to meet Your obligations under this Agreement. The resident or responsible party, if any, have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.

(Date)

(Guarantor's Signature)

Guarantor's Name (Print)

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

As of the date of your admission, your room will be __, a private () / semi- private () room. In the event that a room change is necessary due to your need for additional services or an alternate location, or other circumstances, the Operator will reassign you to a like room for the same Basic Rate, if available. The Operator or the Operator's Designee will assist with the moving process.

Your need for an alternate location may be accompanied by a need for additional services, for which there is an additional charge. Please see the fee schedule for such charges contained in Exhibit III.A.2. for more details.

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

- Bed - As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with: a standard single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition; a clean, comfortable, well-constructed mattress, standard in size for the bed; and a clean comfortable pillow of average bed size.
- Chair
- Table
- Lamp
- Lockable Storage Facility - which cannot be removed at will, for personal articles and medications
- Individual Dresser
- Closet
- A hinged, lockable entry door
- In the case of shared bathrooms: hinged, lockable bathroom doors to ensure privacy
- Two (2) sheets; pillowcase; at least one (1) blanket; a bedspread; towels and washcloths; soap; and toilet tissue.

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents are allowed to bring the items below. Check all those that will be furnished by You:

- Television (if so desired)
- Favorite lounge chair
- Pictures
- Lamps
- Bed
- Nightstand
- Drawer
- Chair
- Bed Linen
- Pillow
- Bed Spread
- Bath Linens
- Wastebasket
- Couch
- Easy Chair
- Table
- Other: _____
- Other: _____

EXHIBIT I.A.4.

(Continued)

Residents are NOT ALLOWED to bring the items below:

- Medication and Preparations- prescription & over-the-counter medications such as Tylenol, antacids, ointments, nasal or cold preparations, sleeping aids, eye drops, vitamins & supplements, and alcoholic beverages. Some of these items may be permissible with the appropriate prescription from your doctor and the awareness of the Medication Center.
- Cleaning Agents & Chemicals – Laundry products, household cleaners, aerosol sprays rubbing alcohol, hydrogen peroxide, witch hazel, and nail polish remover.
- Appliances & Equipment – Microwaves, coffee pots, cooking appliances, heating elements, heating pads, curling irons, raised toilet seat, bed rails, extension cords, humidifiers, scatter rugs, and candles.

Please note this is not an all-inclusive list. Some of these items may be permissible under certain circumstances; please check with Case Management for any exceptions before acquiring any of these items. The Plaza at Clover Lake is obligated to look out for any of these items, and remove if found. After notification of the item's removal, the items will be held in the Case Management office for two weeks. If not claimed within that timeframe, the items will be disposed of.

For Further Questions, please contact Case Management (Angela x 263, Kaitlyn x 562, Or Matt x 559).

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Professional Hair Grooming	See vendor price list	Shades of Beauty
Commissary Goods	See vendor price list	Local Pharmacies
Scheduled Medical Transportation	Included Locally	The Plaza
Cultural/Activities/Other Transportation	See vendor rate sheet	Paratransit
Local & Long-Distance Telephone Service	\$35	The Plaza
Public Pay Phone*	\$0.50 for 5 min.	The Plaza
Air Conditioning	Included	The Plaza
Television viewing via Direct TV	\$55/ mo.+	The Plaza
Social Companion Services to Medical or other appointments	See vendor rate sheet	See vendor list
Social One to One Companion Services for personal interaction (walks, shopping, etc.)	See vendor rate sheet	See vendor list

* 5 Phones are available on request in private offices for resident use.

Additional Housekeeping

Note: Housekeeping and Laundry services are provided by the Operator. Additional housekeeping is for Residents whose personal preference for housekeeping goes beyond the facility's own high standards of cleanliness and the requirements of the NYS DOH.

1. One additional hour of cleaning - \$ 60 (minimum charge \$30)

Office Services

1. Fax to a local area- \$0.50 per page
2. Fax to long distance area- \$1.00 per page
3. Photocopies- \$0.25 per page
4. Printing- \$0.25 per page

Note: The above-mentioned services, supplies and amenities are provided by independent contractors. Rates may fluctuate based on the market, and are subject to change. Local In-

Room Phone Service shall also be billed to residents at the rate charged by The Plaza at Clover Lake determined by the going market rate. Residents have the option to choose an alternate phone supplier. If Resident chooses to do so, they are responsible for all installation, maintenance or other related charges. Residents who do not have personal phone service may access phone service by going to the Concierge desk and asking to make a call. The Plaza at Clover Lake will provide you with a current list of rates for and the providers of these additional services, supplies or amenities during the Agreement discussion between you and The Plaza at Clover Lake. The Plaza accepts no responsibility for rate adjustments made by any individual goods or service provider.

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

At this time, the following providers offer home care services:

Licensed Home Care Services Agency – Owned by the Operator

There are no additional providers offering home care or health care services under any arrangement with the Operator. The Community, however, will make every effort to assist you in obtaining appropriate home care or health care services if You so desire, and will coordinate the care provide by the operator and the additional nursing, medical and/or hospice services.

EXHIBIT II

DISCLOSURE STATEMENT

Clover Lake Management, LLC (“The Operator”) as operator of **The Plaza at Clover Lake** (“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 provided with this Agreement. Received by:

2. The Operator is licensed by the New York State Department of Health to operate The Plaza at Clover Lake at **838 Fair Street, Carmel, NY 10512**, an Assisted Living Residence as well as an **Adult Home**.

Select all that apply:

- The Operator does not have any additional certifications at this location.
- The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.
- The Operator is certified to operate, at this location, a Special Needs Assisted Living Residence.

The Operator is currently approved to provide:

Assisted Living services for up to a maximum of **40** persons.

The Operator will post prominently in the Plaza at Clover Lake, on a monthly basis, the then-current number of vacancies under its Assisted Living Services.

It is important to note that The Operator is currently approved to accommodate within Assisted Living Services only up to the numbers of persons stated above.

If you become appropriate for residence in an Assisted Living Program, and one of those units is available, you will be eligible to be admitted to the Assisted Living Program. If, however, such units are at capacity and there are no vacancies, the Operator will assist you and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State’s regulatory requirements.

While Operator expects to satisfy residents’ expectations, complaints may be addressed to the Operator or to the Adult Care Facility Toll Free number at (866) 893-6772.

3. The owner of the real property upon which The Plaza at Clover Lake is located is Clover Lake Property, LLC. The mailing address of such real property owner is 838 Fair Street, Carmel, NY 10512. The following individual is authorized to accept personal service on behalf of such real property owner: Mr. Charles-Edouard Gros, c/o The Plaza at Clover Lake, 838 Fair Street, Carmel, NY 10512.

4. The Operator of the Plaza at Clover Lake is Clover Lake Management, LLC. The mailing address of the Operator is 838 Fair Street, Carmel, NY 10512. The following individual is authorized to accept personal service on behalf of the Operator: Mr. Charles-Edouard Gros, c/o The Plaza at Clover Lake, 838 Fair Street, Carmel, NY 10512.

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 Plaza at Clover Lake.

None.

6. List any ownership interest in excess of ten percent (10%) (whether legal or beneficial interest) on the part of **any entity** which provides care, material, equipment or other services to residents of *The Plaza at Clover Lake* in the Operator: None

7. Outside Providers: The Plaza at Clover Lake does not discourage residents from seeking services from service providers with whom The Plaza at Clover Lake does not have a prior arrangement with.

8. The operator is also licensed as an Assisted Living Program (“ALP”) and the Operator owns a Licensed Home Care Services Agency (“LHCSA”).

9. The resident may choose a personal companion from an appropriately licensed or certified agency, as required by the Department of Health. Personal companions may be hired privately only for social purposes but should not be made responsible for assisting the resident with personal care. Companions are not permitted to stay with residents overnight. Personal Companions may only be hired as long as these services can be coordinated and benefit the care of the resident, and do not interfere in the smooth operation of the facility.

10. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary. Residents must authorize their providers to inform the residence of the resident’s medication regimen, diagnoses, any necessary precautions and all pertinent information necessary for the residence to provide proper care and monitoring for residents.

11. Public funds are available for payment of residential, supportive or home health services. Medicare provides limited coverage home health care post hospitalization for all those who are enrolled in Part B of Medicare. Medicaid will provide coverage for home health care services for an indigent population as these become necessary.

12. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or regarding Home Care Services is 1-866-893-6772.

13. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. (845) 808-1700 x 47134 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), 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. **The Plaza at Clover Lake does** utilize tiered fee arrangements.

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

Basic Care Level **Fee:**
Included in Basic Monthly Rate

Supervision on a 24-hour basis, Medication Management, Case Management, Development of Individualized Service Plan, Resident Banking, Meal Attendance, Nutritional Oversight, Housekeeping, Linen Service, Weekly Personal Laundry, Scheduled assist with showers, including up to 3.75 hours of personal care per week.

Care Level II **Additional Monthly Fee: \$850**

Includes all services in the Basic Care Level, plus: Scheduled assist with dressing/clothing selection & hygiene daily {morning & evening.}

Care Level III **Additional Monthly Fee: \$1600**

Includes all services in Basic Care Level and Care Level II, plus: Daily showers, Intermittent assistance with transferring; Escort to meals /medications; Continence Assistance –Cueing {periodic checks and reminders regarding appropriate bathroom hygiene.}

Care Level IV **Additional Monthly Fee: \$2,275**

Includes all services in Basic Care and Care Levels II & III, plus: Continence Assistance—Hands on {regular checks and hands-on help with all aspects of appropriate bathroom hygiene;} Scheduled toileting up to 2-4 hours, 24 hours/day; Other regular daily intervention as required by a Plaza assessment.

Diabetic Monitoring and/or Insulin Administration

Up to two times daily	Additional Monthly Fee:	\$ 750
Daily need of 3 or more	Additional Monthly Fee:	\$1200

EXHIBIT III.B.

COMMUNITY FEES

A non-refundable, one time, Community Fee that equals the charge for thirty (30) days' basic rate, is charged at the time of admission. The Community Fee defrays the expense of additional amenities and services provided by the facility to each Resident, which are in excess of those required by law. Some of these amenities and services, which are subject to change, are listed below:

1. Regularly scheduled transportation services
2. Daytime access to our Lakeside Diner
3. State-of-the-Art security systems
4. Specialized seasonal events for residents and families
5. Multiple choices at mealtime

EXHIBIT III.C

RATE OR FEE SCHEDULE

The Resident and the Resident’s representative agree to pay, and the Operator agrees to accept, the following payment in full satisfaction of the services which the Operator must provide according to law and regulations.

Monthly Rate: \$ _____ Payment due by 3rd day of each month

*Weekly Rate: \$ n/a Payment due the 1st day of stay

*Daily Rate: \$ n/a Payment due day of service

*Must include payments made by a third party

The resident and the resident’s representative agree to pay, and the operator agrees to accept, the following payment in full satisfaction of the services which the operator must provide according to law and regulation.

Assisted Living Residency Monthly Rates*

Single Studio \$6,982.50

Deluxe Studio \$7,560.00

1 Bedroom Suite \$

Companion Suite \$5,696.25

2nd Person Fee \$2,000

(Plus, any additional individual personal care level service fee as determined by assessment, if applicable)

Community Fee \$ One Month’s Rent

(a one-time charge at admission)

*These rates include the Basic Care Level

*A Monthly Invoice is provided at the conclusion of each month reviewing all services rendered that include care levels and additional service charges.

EXHIBIT V.

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:

1.
2.
3.
4.
5.
6.
7.

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

The Operator will not accept the responsibility of custody for storage of personal property or valuables at the facility.

EXHIBIT X.I.

RULES OF THE RESIDENCE

(A more detailed description of house rules is listed in the Resident Handbook, given upon admission.)

1. The residence is committed to ensuring the well-being and safety of residents and thus, **NO SMOKING** is permitted in the facility and on facility grounds by residents, staff, or visitors.
2. All visitors and residents must sign in and out when entering or leaving the facility. For your safety, all absences past 9PM, overnight absences and planned missed meals should be reported to the case manager.
3. All meals are served in the dining room unless a doctor's note is provided in advance.
4. Residents using Vitamins, herbal medications, & all over the counter medications must have a physician's prescription for such items, and must always be cleared by your primary care physician and be kept under lock and key. In addition, our medications staff must be aware of all these items prior to being given in order to avoid adverse reactions with your regular medication regimen. This is for your own safety. If a resident is non- self-administering, facility staff will hold all medications, vitamins, and herbal supplements for the resident unless the resident's physician states that the resident is able to self-administer a particular item.
5. If you are handling your own medications, the medication office and physician staff must be informed of your medications. Any medications stored in your room must be under lock and key.
6. No garment washing is permitted in the resident's room.
7. Fire drills, as per fire department regulations, must be attended.
8. Each resident must submit to a medical evaluation by the provider of their own choice. Each resident must submit to the administrator, at least upon an annual basis, a medical evaluation completed by their providers.
9. Each resident must submit to the administrator proof of all immunizations, TB testing and all other health information to the extent required by the New York State Department of Health.
10. No pets of any kind are permitted in the facility, unless a separate pet agreement has been signed.

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

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

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

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

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

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

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

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

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

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH

ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

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

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

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

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

(Q) (Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS

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

EXHIBIT XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

1. The Operator will post the procedures for the submission of grievances and suggestions in a common and visible area.
2. A Resident Grievance/Suggestion Form will be available at the front desk for Resident use.
3. If you wish to bring your concern to us confidentially, you should write it down and place it in our Suggestion Box in the Activities Room and your grievance(s) and suggestion(s) will remain confidential.
4. Grievances and Suggestions may be handed to the Administrator, Assistant Administrator, or Case Manager
5. Upon receipt of the written grievance or suggestion, the Administrator, Assistant Administrator or Case Manager will evaluate and initiate the action or resolution which are timely and protect the rights of those involved and the confidentiality of the Resident.
6. The Operator will inform residents of action(s) and resolution(s) of Resident grievance(s) while protecting the confidentiality of the Resident.
7. An individual or group grievance or suggestion may be submitted to your Resident Council President or may be brought up at the Resident's Council Meeting, which is a self-governing and organized group of Residents of the Residence, and grievances and suggestions will be responded to in writing.
8. Complaints that cannot be resolved by the grievance procedure within the Residence shall be referred to the Local Long Term Care Ombudsman.
9. Grievances submitted via the methods provided above will be responded to within 21 days of receipt by facility staff.