Assisted Living Residence

MODEL RESIDENCY AGREEMENT
# MODEL RESIDENCY AGREEMENT
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RESIDENCY AGREEMENT

A. **This agreement** is made between ( _________________________ insert Operator’s Name ) the “Operator”, ____________________________________________ (the “Resident” or “You”), ____________________________________________ (the “Resident’s Representative”, if any) and ____________________________________________ (the “Resident’s Legal Representative”, if any).

RECITALS

A. **The Operator** is licensed by the New York State Department of Health to operate at ____________________________________________ (insert residence address as well as mailing address, if different) an Assisted Living Residence (“The Residence”) known as ____________________________________________ (insert Name of The Residence) and as an (select applicable category: Enriched Housing program and/or Adult Home).

(Add if applicable and select applicable category) The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence, and/or Special Needs Assisted Living Residence.

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

I. Housing Accommodations and Services.

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

A. Housing Accommodations and Services

1. Your Apartment/Room. You may occupy and use a private ( ) or semi-private ( ) [apartment, room, unit or other designation for a living space] or the [apartment, room, unit or other designation for a living space] 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, (Insert other common areas of The Residence)

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. [ ] (insert number) nutritionally well-balanced meals per day and _____ (insert number) snacks 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: ________________.

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.

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

5. Laundry of Your personal Washable clothing.

6. Supervision on a 24-hour basis. The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for
assistance on a 24-hour a day, seven days a week basis) as well as the other
components of supervision as specified in law.

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

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

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

C. **Additional Services.**

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

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

II. Disclosure Statement

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

III. Fees

A. Basic Rate.

(1) Flat Fee Arrangements

The Resident, Resident’s Representative and Resident’s Legal Representative (add any other party to be charged under the agreement) agree that the Resident (or other specified party) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement. (the “Basic Rate”). The Basic Rate as of the date of this agreement is ($_____ per month) ($_______ per day).

(2) Tiered Fee Arrangements

(Insert if applicable:) Any “Tiered” fee arrangements, in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and 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 number of hours of care provided per week for such service, the fees for each “tier” of care, and describes who will be providing care, if other than staff of the Operator.
B. Supplemental, Additional or Community, Fees

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).

A Community fee is a one-time fee that the Operator may charge at the time of admission. 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 Residence, or to reject the Community fee and thereby reject residency at the Residence.

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

[Detail here or in an Exhibit III.B. any Supplemental, Additional or Community Fees to be charged to the Resident.]
C. Rate or Fee Schedule.

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

D. Billing and Payment Terms (Include any specific billing and payment requirements, including late fees, if any.) Payment is due by ____________ and shall be delivered to _____________________.

(Include procedures in the event the Resident, Resident’s representative or Resident’s legal representative is no longer able to pay for services provided for in this agreement or additional services or care needed by the Resident. Such procedures must be in accordance with the provisions regarding termination of the agreement set forth in section XIII.)

E. Adjustments to Basic Rate or Additional or Supplemental Fees

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

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

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

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

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

F. **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 $___________ per __________. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The [basic] length of time the space will be reserved is __________. A provision to reserve a residential space does not supercede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

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

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

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

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given to be transferred.

Such listing is attached as Exhibit V. and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

VI. Property or items of value held in the Operator’s custody for You.

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

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

VIII. Tipping

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

IX. Personal Allowance Accounts

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

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

You must complete the following:

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

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

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident’s Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.

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

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

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

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

6. 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 unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:

   (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically required the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.

8. 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 (if applicable)

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 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 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. 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:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

________________________________________________________________________
XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;

2. Upon ___ days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;

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

The grounds upon which involuntary termination may occur are:

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

2. 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 30 days after delivery of notice, the reason for termination, a statement of Your right to
object and a list of free legal advocacy resources approved by the State Department of Health.

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

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

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

**XIV. Transfer**

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

1. When You develop a communicable disease, medical or mental condition, or sustains and 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 Residence to other residences or is making other provisions for the Residents’ continued safety and care.

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

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

**XV. Resident Rights and Responsibilities**

Attached as Exhibit 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**

[Describe the complaint resolution process available to Residents.]

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

The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents’ Organization and to provide a written report to the Residents’ organization that addresses the same.
Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

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

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

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

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

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

Dated: ________________________________________
(Signature of Resident)

Dated: ________________________________________
(Signature of Resident’s Representative)

Dated: ________________________________________
(Signature of Resident’s Legal Representative)

Dated: ________________________________________
(Signature of Operator or the Operator’s Representative)
(Optional) **Personal Guarantee of Payment**

__________________________ personally guarantees payment of charges for Your Basic Rate.

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

__________________________

__________________________

__________________________

__________________________

__________________________

(Date) Guarantor’s Signature

__________________________

Guarantor’s Name (Print)
(Optional) **Guarantor of Payment of Public Funds**

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

______________________ ____________________________  
(Date) (Guarantor’s Signature)

_____________________________  
Guarantor’s Name (Print)
EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM
EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU
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:

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<td>Long Distance Telephone Service</td>
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<td>Local Phone Service</td>
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<tr>
<td>Air Conditioning (if available)</td>
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<td>Cable T.V. (if available)</td>
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<tr>
<td>Other (Specify)</td>
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EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS
EXHIBIT II

DISCLOSURE STATEMENT

_________________________ ("The Operator") as operator of
___________________________________ ("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 D-1 of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate
   ___________________________________________ (insert address) an Assisted
   Living Residence as well as an (select applicable category) Enriched Housing
   Program and/or Adult Home.

(Add if applicable, and select appropriate category) The Operator is also certified to
operate at this location an Enhanced Assisted Living Residence and/or Special Needs
Assisted Living Residence. This additional certification (or these additional
certifications) may permit individuals who may develop conditions or needs that would
otherwise make them no longer appropriate for continued residence in a basic Assisted
Living Residence to be able to continue to reside in the Residence and to receive either
Enhanced Assisted Living services or Special Needs Assisted Living services, as long as
the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

a. Enhanced Assisted Living services for up to a maximum of _____ persons.

b. Special Needs Assisted Living services for up to a maximum of _____ persons.
Optional Provision Begins.

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

___________________________________

___________________________________

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

___________________________________

___________________________________

Optional Provision Ends

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

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 unit (or 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.

[Add if applicable:] 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, unit, apartment) within the Residence.

(List any other health related licensure or certification status of the Operator or others providing services at The Residence.)

__________________________________________________________________
__________________________________________________________________

3. The owner of the real property upon which the Residence is located is _______________________. (insert name of real property owner) The mailing address of such real property owner is _________________________________. (insert business address of the real property owner) The following individual is authorized to accept personal service on behalf of such real property owner:

__________________________________________________________________ . (insert name and address)

3. The Operator of the Residence is _______________________. (insert name of Operator). The mailing address of the Operator is _________________________________. (insert business address of the Operator) The following individual is authorized to accept personal service on behalf of the Operator:
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.

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.

7. (Provide a statement regarding the ability of residents to receive services from service providers with whom the Operator does not have an arrangement.)

8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. (Provide a statement regarding the availability of public funds for payment for
residential, supportive or home health services, including but not limited to,
availability of Medicare coverage of home health services.)

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

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

(revised 10/17/05)
EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS
EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES
EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR
EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU
EXHIBIT X.I.

RULES OF THE RESIDENCE
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 PROSESSIONS;

(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.
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