

The Osborn

Assisted Living
Assisted Living Residence

Residency Agreement

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ENRICHED HOUSING PROGRAM RESIDENCY AGREEMENT

This agreement is made between The Osborn, (the “Operator”),

_____ (the “Resident” or “You”),

_____ (the “Resident’s Representative”, if any) and
_____ (the “Resident’s Legal Representative”, if any).

RECITALS

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

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 living space

as identified on Exhibit I.A.1, subject to the terms of this Agreement.

2. Common areas: Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations, at Section 485.14(b), coupled with federal regulation at Title 42 of the Code of Federal Regulations Section 441.301(c)(5), for at least ten (10) hours per day, of twenty-four (24) hours a day seven (7) days a week, you will be provided unrestricted access to common areas at The Osborn. Specifically, you will be provided with unrestricted access the following general-purpose rooms: (4th floor activity area, 3rd floor lounge near Wellness Office, main floor parlors and Sterling Lounge)

Unrestricted access to at least one general purpose room is accessible 24 hours per day, seven days a week.

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

3. Furnishings/Appliances Provided by The Operator: Attached as Exhibit II and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your living space.

4. Furnishings/Appliances Provided by You: Attached as Exhibit III and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You in Your living space. Such Exhibit also contains any limitations or conditions concerning what type of appliances are not permitted (e.g., due to amperage concerns, etc.).

B. Basic Services

Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations (“18 NYCRR”), Section 488.7, 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 and multiple snacks, offered and as requested throughout the day and evening are included in Your Basic Rate, pursuant to 18 NYCRR §488.8. The following modified diets will be available to You if ordered by Your Physician and included in Your Individualized Service Plan: No concentrated sweets, calorie-controlled diet, cholesterol restricted diet, mechanical soft diet, no added salt diet, pureed diet, regular diet, finger food.

- Food and Drink are available to You 24 hours per day, seven days a week in the following way(s): By staff and/or resident request via calling the main Kitchen or the front desk during off hours

2. Activities: Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 488.7(f), the Operator will provide an organized and diverse 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: Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 488.7(g), the Operator will provide the following housekeeping services:

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

4. Linen Service: When not supplied by the Resident, the Operator will provide a minimum of two (2) sheets; one (1) pillowcase, one (1) pillow, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 488.11(f)(4)(v).

5. Laundry of your personal washable clothing: The Operator will provide the following laundry services:

- Bed linens & resident personal clothing once a week and assistance with facilitating dry cleaning services at resident expense.

6. Supervision on a 24-hour Basis: Pursuant to Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(g), 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) and the other components of supervision as specified in law and required by the New York State Department of Health.

7. Case Management: Per Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(i) and Title 18 NYCRR Section 488.7(e), the Operator will provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and evaluation of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. Personal Care: Pursuant to Title 18 of New York Codes, Rules, and Regulations (“18 NYCRR”) at Sections 488.7(c) and 488.9(e)(2), the Operator will provide sufficient staff to perform personal care, a minimum of three and three-quarter (3.75) hours per week of personal care services including:

- Wellness checks such as weight and blood pressure monitoring; and
- Basic assistance with personal care including some assistance with 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.

9. Development of Individualized Service Plan: (*Including ongoing review and revision as necessary*) An Individualized Service Plan will be developed to address the resident’s needs per Public Health Law Section 4659 and regulation at Title 10 of New York Codes, Rules, and Regulations at Sections 1001.2(k), 1001.7(k), and 1001.10(c). This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

10. Additional Services: Exhibit IV, attached to and made a part of this agreement, describes in detail, any 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.

C. Licensure/Certification Status

Per regulation at Title 10 of New York Codes, Rules and Regulations at Section 1001.8(f)(4)(iv), 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 V of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. Disclosure Statement

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4) and (5), The Osborn as Operator of the Residence, hereby discloses the following, as required by Public Health Law Section 4658(3). In signing this agreement, you acknowledge that The Operator has provided to you The Consumer Information Guide developed by the Commissioner of Health.

1. The Consumer Information Guide developed by the Commissioner of Health is hereby provided to you and attached as Exhibit XVI of this Agreement.
2. The Osborn is licensed by the New York State Department of Health to operate the Residence at 101 Theall Road, Rye, NY 10580 an Assisted Living Residence as well as an Enriched Housing Program. The Operator is also certified to operate, at this location, as an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence.

These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of ninety-three (103) persons.

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

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

- b. Special Needs Assisted Living services for up to a maximum of thirteen (13) persons.

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

- Dementia – up to and including moderate stage

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 Special Needs Assisted Living programs.

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for 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.

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 living space within the Residence.

Following is a list of other health related licensure or certification status of The Operator or others providing services at the Residence:

- The Operator also operates a NYS Licensed Home Care Services Agency and a NYS Licensed Skilled Nursing Facility on this property

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

The mailing address of such real property owner is 101 Theall Road, Rye, NY 10580. The following individual is authorized to accept personal service on behalf of such real property owner:

President/CEO, 101 Theall Road, Rye, NY 10580.

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

5. List any ownership interest in excess of ten percent (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.

- The Osborn is the sole member of Sterling Home Care, Inc., DBA OHC

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 Residence, in the Operator.

- None

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

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

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

10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by the Operator is 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (LTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsperson to advocate for the resident. The Local LTCOP telephone number is 914-345-5900 x7522. The New York State LTCOP web site is www.ltcombudsman.ny.gov.

III. Fees

A. Basic Rate

1. Flat Fee Arrangements

The

(Select all that apply)

- ☐ Resident ☐ Resident's Representative ☐ Resident's Legal Representative
- ☐ Other, please specify: ***Insert Other, if applicable***

agree that they 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) or (\$_____ per day).

2. Tiered Fee Arrangements

Any "Tiered" fee arrangements, in which the amount of the Monthly 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 VI. 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.

The Osborn Assisted Living

- ☐ does ☒ does not utilize tiered fee arrangements.

B. Supplemental, Additional or Community Fees

Pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4), the Residency Agreement includes a description of supplemental, additional, or community 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.

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*).

Exhibit VII details Supplemental or Additional Fees that may be charged to the Resident. The listed fees are effective as of the date of this agreement and are subject to change with notification. Any charges for supplemental or additional fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. A Community fee is a one-time fee that the Operator may charge at the time of Admission. The Osborn does not charge a Community Fee.

C. Rate or Fee Schedule

Attached as Exhibit VIII 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

In accordance with Title 10 of New York Codes, Rules and Regulations, Section 1001.8(f)(4)(xiv), the following information is presented.

One-month advance fee is due at the time of admission. Subsequent payment is due upon the receipt of the monthly statement and shall be delivered to The Osborn, Attn: Finance Department, 101 Theall Rd, Rye, NY 10580. In the event a resident has exhausted their funds and is unable to pay for services provided by The Operator a review will be conducted by The Operator to determine the resident's eligibility to the charity care program.

In the event the Resident, Resident's Representative or Resident's legal representative, as applicable, is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident: **Insert options that are in effect in the services cannot be paid or additional services or care are needed.** Please refer to Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xv).

Such procedures are 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) Per Title 10 of New York Codes, Rules, and Regulations, section 1001.8(b)(2)(xvi), 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, except in the following circumstances:

- a) 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.
- b) 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.
- c) 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.

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

The Osborn does not charge a Community Fee.

F. Bed Reservation

The following is provided in accordance with Title 18 of New York Codes, Rules, and Regulations at Section 488.5(c)(7)(xvii).

The Operator agrees to reserve a residential space as specified in Exhibit I above in the event of Your absence. The charge for this reservation is \$_____ per day. (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 as long as the contract is in effect. 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 any required notice.

IV. Refund/Return of Resident Monies and Property

The following is provided pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xvi).

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after Your discharge, the Operator must provide You, Your Representative and/or Legal Representative, and any other person designated by You, with a final written statement of Your payment and personal allowance accounts at the Residence.

The Operator must also return at the time of Your discharge, but in no case more than three (3)

business days after Your discharge, any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made.

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

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

V. Transfer of Funds or Property to Operator

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

VI. Temporary Hold of Property or items of value held in the Operator's custody for You

If, upon admission or 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 X 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. 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 of gratuity in any form for services provided or arranged for as required by statute, regulation, or agreement.

IX. Personal Allowance Accounts

Supplemental Security Income (SSI) is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available online at <https://otda.ny.gov/programs/disability-determinations/>. Some recipients of SSI may be entitled to a monthly personal allowance in accordance with Social Services Law.

Safety Net Assistance (SNA) provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at <https://otda.ny.gov/programs/temporary-assistance/>.

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either SSI or SNA payments by executing a Statement of Offering (DOH-5195) with You or Your Representative.

You agree to inform the Operator if you receive or have applied for SSI or 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 they will comply with the SSI or SNA personal allowance requirements.

Please refer to Title 18 of New York Codes, Rules, and Regulations at Sections 485.12, 488.5(c)(7)(xi), 488.6, and 488.10(f).

X. Admission and Retention Criteria for an Assisted Living Residence

The following is made known per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xii).

- A. Under the law which governs Assisted Living Residences (Public Health Law Article 46-B), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized 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 sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.
- B. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
- C. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
- D. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
- E. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

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

- chronically chair fast and unable to transfer, or require the physical assistance of another transfer
- chronically require the physical assistance of another person in order to walk
- chronically require the physical assistance of another person in order to climb or descend stairs
- are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
- have chronic unmanaged urinary or bowel incontinence.

G. 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 evaluated 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)

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

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

You, or Your Representative or Legal Representative, to the extent specified in this Agreement, are responsible for the following:

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third-party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of any change in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.
7. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third party coverage.
8. 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.
9. Informing the Operator promptly of change in health status, change in physician, or change in medications.

10. Informing the Operator promptly of any change of name, address and/or phone number.
11. To use the apartment only for residential purposes and not use it for business purposes or the practice of any profession without the prior written consent of The Operator.
12. You are requested to make reasonable advance arrangements for your personal affairs in the event of your death, incapacity or incompetence. The Osborn has forms of durable powers of attorney for health care and financial decision-making and encourages you to review them and seek appropriate professional advice regarding your options.
13. To keep a pet only upon the prior written approval of The Operator and under the terms set forth in the Resident Handbook.
14. To pay all moving expenses upon termination of this Agreement.
15. To obtain and maintain appropriate insurance on your personal property and possessions in the apartment, if desired.
16. To pay the cost of all repairs, alterations, or replacements made by The Operator as a result of any act or omission or negligence by you whether in the apartment or in the Common Facilities or grounds.
17. To pay the Operator's expenses, including reasonable attorney's fees, incurred in enforcing any of your obligations under this Agreement that are breached.
18. To indemnify and save The Operator and its officers, trustees, agents and employees harmless from all costs and expenses, including attorney's fees, arising out of or related to any injury, loss, claim, expense, or damage, however caused, to any person or property while in the apartment or in The Osborn, and to any person or property anywhere, occasioned by any act or omission, neglect, or default by you.
19. The resident or the resident's representative retains any and all rights under law and equity, to contest the imposition of any such costs and fees, and to assert any claims they would have against

the Operator for damages, losses, liabilities, obligations, property damages or other expenses of any type (including court costs and attorneys' fees) as ordered by a court of competent jurisdiction.

XIII. Termination and Discharge

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xiii), this Residency Agreement and residency in the Residence may be terminated in any of the following ways:

1. By mutual, written agreement between You and the Operator. This Agreement shall also terminate upon permanent transfer of the Resident to The Osborn Pavilion or upon the death of the Resident, the effective date for which will be the date the Apartment is returned to The Operator ready for re-occupancy.;
2. Upon sixty (60) days' written 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/or 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 proceeding in a court of competent jurisdiction and that 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 (30) 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 their 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, the notice will include the date of the termination which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object, and a list of free legal advocacy resources approved by the New York State Department of Health.

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

court rules in favor of the Operator.

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

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

The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure 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 thirty (30)-days' written 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 Yourself 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 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 XI and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in the Residence. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence operations and programs are attached as Exhibit XII and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. Please refer to regulation at Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(x).

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 such 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 (3) 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 that is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), 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/Operator's Representative)

(Optional) **Personal Guarantee of Payment**

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.

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

Date

Guarantor's Signature

Guarantor's Name (Print)

EXHIBIT I. IDENTIFICATION OF LIVING SPACE

EXHIBIT II. FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

As a resident of an Enriched Housing Program, in accordance with Section 488.11(f) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with:

- Wall-to-wall carpeting,
- Refrigerator,
- Microwave oven,
- Emergency call system,
- Smoke detector, and
- Window shades or blinds in your apartment
- 1 Telephone
- access to radios and television sets; and
- a hinged, lockable entry door;

If requested:

- a standard, single bed in good repair, a chair, a lamp;
- lockable storage facilities for personal articles and medication which cannot be removed at will if the individual room or apartment is not equipped with a lock;
- individual dresser and closet space for the storage of resident clothing;
- dishes, glasses, utensils, table;
- household linens including, at a minimum, a pillow, a pillowcase, two sheets, blankets, a bedspread, towels and washcloths;
- household supplies and equipment including soap and toilet tissue.

EXHIBIT III. FURNISHINGS/APPLIANCES PROVIDED BY YOU

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

EXHIBIT IV. ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

Item:	Additional Charge:	Provided By:
<i>Food Service:</i>		
Guest Meals	\$	Operator
Guest meals for aides/companions: If you have a paid private aide or other companion that lives with you a guest meal package is available that includes one meal per day	\$	Operator
Catering and Special Events	\$	Operator
Other, specify:	\$	
<i>Wellness:</i>		
Pendant Replacement (optional)	\$	Operator
Medical Transport	\$	
<i>Medical Transportation charges included here are those over and above Medicare, Medicaid, and Third-Party Payment</i>		
Other, specify:	\$	
<i>Housekeeping & Maintenance:</i>		
Carpet Cleaning: Spot Only (beyond normal maintenance)	\$	Operator
Carpet Cleaning: Additional Shampooing (beyond normal maintenance)	\$	Operator
Internal move/transfer to another apartment fee: If a resident chooses to move to another apartment, an internal move fee will be charged. No fee is charged if the move is required.	\$	Operator
Key replacement	\$	Operator
Pet Fee (check all that apply) <input type="checkbox"/> One-Time <input type="checkbox"/> Monthly <input type="checkbox"/> Refundable <input type="checkbox"/> Non-Refundable	\$	Operator

<i>Utilities</i>		
Local & long distance telephone service	\$	Arranged by Resident with service provider
Cable television – Basic services included; additional channels not included.	\$	Arranged by Resident with service provider
<i>Miscellaneous</i>		
Salon and spa	\$	Beautician
Dry Cleaning	\$	
Transportation to Community Events/Cultural Activities	\$	

* Please note that Operator can provide you with additional services at fees to be determined at the time the service is requested or Operator can help you locate someone in **The Osborn Assisted Living** to help you. Please note that these prices are subject to change from time to time.

EXHIBIT V. LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The Osborn is the sole member of Sterling Home Care, Inc. (DBA: Osborn Home Care), a New York State Licensed Home Care Services Agency.

EXHIBIT VI. 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.

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:

Tier	Services	Monthly Rate
ALR	<p>All Services provided in the Basic Rate, plus</p> <ul style="list-style-type: none"> • 24 hour nursing evaluation, oversight, contact with other clinical providers • Supervision of home health aides • 24 hour care coordinators (3-5), NYS certified home health aides, 12 hours minimum annual in-service, long term care experience 	\$ No Additional Fee
EALR	<p>All Services provided in the ALR, plus</p> <ul style="list-style-type: none"> • Physical assistance with mobility (transfers, ambulation, assistance with wheelchair use and climbing and descending stairs), assistance with medical equipment such as oxygen equipment, nebulizers, and sleep apnea equipment; assistance with care of an indwelling external urinary catheter, ileostomy colostomy, blood pressure and/or pulse monitoring; taking of weights more often than monthly, as well as skilled tasks as provided by a Certified Home Health Agency (CHHA) or Licensed Home Care Services Agency (LHCSA). A resident may also be admitted into the EALR if the resident has chronic urinary and/or bowel incontinence and is also a resident of the SNALR. 	\$ No Additional Fee
Medication Management	<p><i>All Services provided in the Basic Rate and Level 1, plus:</i></p> <ul style="list-style-type: none"> • Nurse administration of medications OR administration of medications by a certified person designated by the Operator under the supervision of a nurse (additional fee) • Coordination of additional clinical services 	\$ _____
SNALR	<p>All Services provided in the ALR and Medication Management, plus</p> <ul style="list-style-type: none"> • Ongoing daily activities in Memory Care Unit Activity and Living Room areas • Secure unit; locked and alarmed egresses with keypad release and 30 second delayed release <p><u>Staffing Levels on the Memory Care Unit.</u> The dedicated Memory Care Unit staff schedule will be as follows:</p> <ul style="list-style-type: none"> • Full time Memory Care Unit Supervisor • Memory Care Unit Care Coordinators <ul style="list-style-type: none"> • 7:30am-11:30pm – 1 aide to 8 residents • 11:30pm-7:30am – 1 aide to 13 residents 	\$ _____

EXHIBIT VII. SUPPLEMENTAL/ADDITIONAL FEES

Fees for additional services are listed in **EXHIBIT IV**.

EXHIBIT VIII. RATE OR FEE SCHEDULE

RESIDENT NAME: _____

UNIT #: _____

A. Your Basic Rate (Housing Accommodations and Services + Basic Services)

\$

The Basic Rate includes costs associated Housing Accommodations and Basic Services as outlined in Section 1.A and B of this Agreement. Fees associated with this Basic Rate are outlined below:

Housing Accommodations and Services: \$ _____

Living Space	Monthly Fee
<input type="checkbox"/> <i>include the type of living space (ie, 1 bedroom, private) with square footage.</i>	\$
<input type="checkbox"/>	\$
<input type="checkbox"/>	\$
<input type="checkbox"/>	\$

Basic Services: \$ _____

Including a minimum of 3.75 hours of personal care services, 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.

B. Your Tiered Billing Rate	\$
Tiered Billing Level:	Monthly Rate
<input type="checkbox"/> ALR	No Additional Fee
<input type="checkbox"/> EALR	No Additional Fee
<input type="checkbox"/> Medication Management	\$_____
<input type="checkbox"/> SNALR (All-inclusive ALR & Medication Management	\$_____

Your Total Monthly Rate: \$ _____

*Not inclusive of supplemental fees for services provided at your request.

EXHIBIT IX. 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.
8.
9.
10.

EXHIBIT X. PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

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

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____

OPERATING CERTIFICATE NUMBER: _____

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

**EXHIBIT XI. RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED
LIVING RESIDENCES**

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

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

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

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

(D) EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL

OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

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

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

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

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

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

OPERATOR;

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

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

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

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, 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 (45) DAYS WRITTEN NOTICE. ; AND

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

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

**EXHIBIT XII. OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND
RECOMMENDATIONS**

Policy:

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

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

If at any time you have a complaint, please contact The Director of Assisted Living at 925-8244 or the Resident Services Supervisor at 925-8319.

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

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

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

(Also found in Resident's Handbook)

EXHIBIT XIII. POLICY ON USE OF PRIVATE AIDES



The Osborn

A tradition of gracious retirement living

**ADDENDUM TO ASSISTED LIVING RESIDENCE
RESIDENCY AGREEMENT**

POLICY ON USE OF PRIVATE AIDES

I, _____, acknowledge that I have been notified of The Osborn Assisted Living Residence policy and procedure entitled "Use of Private Aides," a copy of which is attached hereto.

Signature: _____

Date: _____

Attachment

THE OSBORN POLICIES & PROCEDURES

SUBJECT: Use of Private Aides **SECTION:** Assisted Living

POLICY STATEMENT: It is the policy of the Osborn Assisted Living Residence to allow residents and/or family members the opportunity to hire their own private duty personnel, if so desired, and if appropriate to the resident's situation in accordance with the New York State Department of Health guidelines in the published Dear Administrator letter, (DAL#19-04), dated March 5, 2019.

PROGRAM GUIDELINES & PROCEDURES: Public Health Law 4658(3)(vi) stipulates that residents have the right to choose their health care providers; however, The Osborn must not invoke this practice to absolve its responsibility under licensure and certification. The Department of Health's expectation is that The Osborn supports its residents' individual preferences by engaging in supervision and strong case management practices to ensure that any outside provider, including privately paid providers when applicable, are meeting the personal care needs of the resident. The term "privately paid providers" refers to personnel of licensed home care services agencies (LHCSA) or certified home health agencies (CHHA) selected by the resident to provide personal or home health services that will be privately paid for by the resident.

Procedures:

1. A personal care aide or home health aide must be listed on the NYS Home Care Worker Registry and be actively employed by the LHCSA or CHHA that has an arrangement with a resident to provide care.
2. The Osborn residency agreement will document the above use of this policy in the residency agreement with the resident.
3. If LHCSA or CHHA is unable to deliver services and terminates the agreement, or the resident terminates the agreement with LHCSA or CHHA, The Osborn must provide the necessary services. The Osborn reserves the right to move residents to an alternate level of care.
4. The resident will sign an acknowledgement stating that The Osborn has reviewed this policy with the resident and/or family member and they understand the terms of using a private aide.
5. If a resident or family elects to receive services from a private personal care aide, they are required to notify the Resident Service Supervisor of Assisted Living of their decision to employ a personal care aide by completing a Private Aide Information form with the name, address, and phone number of the agency providing the service.
6. The Resident Service Supervisor of Assisted Living will provide the HR Representative with a copy of the completed Private Aide Information form, and direct the personal care aide to set up a meeting with the HR Representative, so they can get an ID badge. There will be a cost for the ID badge which will be placed on the resident's bill. The cost will be discussed with the resident and/or family member.
7. The Osborn will confirm the home care entity is licensed to provide home care services and approved to do so in Westchester County. If not licensed in Westchester County, the home care agency cannot provide services to an Osborn Resident.
8. The Osborn will initiate an orientation for each private home health aide and will obtain and retain a signature of the completion of this orientation for a period of not less than 18 months.
9. Each private aide will sign in/out each time they enter or exit The Osborn. The sign-in book will be located in the Assisted Living Wellness Office on the 3m floor of the Osborn building. The sign in/out log will be reviewed regularly and retained for a period of not less than 18 months at a time.
10. The Osborn and private aide will communicate regularly regarding the resident plan of care. Periodically, The Osborn will document this communication in the resident's medical record.
11. A copy of this policy will be reviewed and signed by the resident or his/her designee as his/her acknowledgement that it has been reviewed and understood. The acknowledgement will be filed in the resident's record.

In addition to the above, the LHSCA or CHHA will:

1. Provide all relevant admission materials to both the resident and The Osborn which will be retained in the resident's record.
2. Provide the name and contact information of the supervisor who will oversee care delivered by the LHSCA or CHHA personnel.
3. Ensure that each employee providing care participates in The Osborn orientation.
4. Review a copy of The Osborn's policy for outside providers and a statement confirming that they have reviewed and understand it.
5. Report at least weekly to The Osborn's designee regarding the services delivered to the resident to ensure that the individualized needs of the resident are met.
6. Report any concerns regarding the resident's condition to The Osborn's designee and the supervising nurse of the LHSCA or CHHA, any abrupt or progressive changes in the resident's behavior, any concerns with the delivery of personal care, or refusals of personal care.

After private pay services commence, The Osborn will:

1. Have a facility-employed home health aide, or nurse, on an ongoing basis observe the resident and note any apparent unmet needs or improperly delivered services.
2. Maintain in the resident record all reports and communications from the personnel of the LHSCA or CHHA, including anticipated hours and specific services to be provided.
3. Continue all supervisory and case management services, with focus on any change in condition or signs of unmet needs.

Responsibility for assistance with or administration of medications is solely the responsibility of The Osborn. Personnel of the LHSCA or CHHA are not permitted to provide this service under any optional agreement

Use of any privately paid aides does not permit any resident to exceed applicable retention standards of the Osborn Assisted Living Residence, unless The Osborn can clearly demonstrate in the resident's record persistent efforts to place the resident in a more clinically appropriate setting.

EXHIBIT XIV. NON DISCRIMINATION POLICY

The Osborn does not discriminate against any person on basis of disability (including the use of a wheelchair), race, color, religion/creed, national origin, sexual orientation, gender identity or expression, sex, age, marital status, lawful source of income, status as a victim of domestic violence, familial status or military status.

THE OSBORN DOES NOT DISCRIMINATE AND DOES NOT PERMIT DISCRIMINATION, INCLUDING, BUT NOT LIMITED TO, BULLYING, ABUSE, HARASSMENT, OR DIFFERENTIAL TREATMENT ON THE BASIS OF ACTUAL OR PERCEIVED SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, OR HIV STATUS, OR BASED ON ASSOCIATION WITH ANOTHER INDIVIDUAL ON ACCOUNT OF THAT INDIVIDUAL'S ACTUAL OR PERCEIVED SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, OR HIV STATUS. YOU MAY FILE A COMPLAINT WITH THE OFFICE OF THE NEW YORK STATE LONG-TERM CARE OMBUDSMAN PROGRAM 1 (855) 582-6769 IF YOU BELIEVE THAT YOU HAVE EXPERIENCED THIS KIND OF DISCRIMINATION.

EXHIBIT XV. REASONABLE ACCOMODATION POLICY AND REQUEST FORM

The Osborn is committed to providing equal housing opportunity. As part of this commitment, we will modify our rules, policies, practices, and services to meet the needs of individuals with disabilities upon request if the accommodation is reasonable and necessary to allow you to fully use and enjoy residing in our community.

It is our policy to reject reasonable accommodation requests only when they are not related to a disability-based need, impose an undue financial and administrative burden, or fundamentally alter the nature of the services we provide. In such case, we will discuss reasonable alternatives that may meet the requesting individual's needs. We will bear any incidental costs of providing a reasonable accommodation.

Procedure for Making Request

Requests for reasonable accommodation may be submitted in writing. If you need a reasonable accommodation due to a disability, we encourage you to submit the attached form. The request need not be in writing to be considered by us. Nor must it be made using the attached form to be considered a valid request for a reasonable accommodation.

If you are making a reasonable accommodation request to us, fully describe the required accommodation on the Reasonable Accommodation Request form. Please include any additional information that you believe would be useful in assisting us to evaluate the request.

Verification and Documentation

If your disability or disability-related need is not obvious, we may request that you provide verification that you have a disability-related need for the requested accommodation. If you are an applicant for admission and your disability-related need is documented in your medical evaluation or nursing assessment, we will let you know if we require further documentation.

Providing Disability-Related Accommodations

We will discuss your request for a reasonable accommodation with you. If the accommodation is approved, we will provide a letter explaining how and when the accommodation can be provided.

If a specific accommodation cannot be made because it is an undue financial and administrative burden or because it would be a fundamental alteration of the services provided by us, then we will discuss alternative accommodations that may address your disability-related need. If no alternative meets your disability-related the needs, or if you and The Osborn cannot agree on a reasonable

alternative, we will notify you of the denial in writing in a reasonable amount of time and will provide an opportunity for you to make a revised reasonable accommodation request. If your request is part of your application for admission, we will address it in writing as part of our application denial.

Reasonable Accommodation Request

Name: _____
Address: _____

Phone: _____

I am requesting a reasonable accommodation on behalf of:

_____ (Name of Person with Disability or "Self").

Please describe the reasonable accommodation you are requesting and the disability- related reason for your request:

Date: _____ Signature: _____

This form, along with any additional information, should be submitted to:

If you have any questions, please contact _____ at _____

For Office Use Only

[] Approved Reason: _____

[] Denied Reason: _____

EXHIBIT XVI. CONSUMER INFORMATION GUIDE: ASSISTED LIVING

[Attach here a printed, full version of the [Consumer Information Guide: Assisted Living Residences](#)]