

**EDDY HAWTHORNE RIDGE
Assisted Living Residence**

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

A. **This agreement** is made between **Eddy Hawthorne Ridge**, a New York State, not-for-profit corporation (hereinafter referred to as the "Operator", and

_____(hereinafter referred to as the "Resident" or "You"), _____(the "Resident's Representative", if any) and _____(the Resident's Legal Representative").

RECITALS

A. **The Operator** is licensed by the New York State Department of Health to operate at **32 Community Way, East Greenbush, New York, 12061**, as an Assisted Living Residence ("The Residence") known **Eddy Hawthorne Ridge** and as an Adult Home. The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence.

B. You have requested to become a Resident at Hawthorne Ridge and the operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services.

This residency agreement is effective as of _____. The Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. **Housing Accommodations and Services**

1. **Your Room.** You may occupy and use a private () room or the room identified on Exhibit I.A.1., subject to the terms of this Agreement.

2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as the country kitchens, great room, living rooms and other lounges.

3. **Furnishings/Appliances Provided By The Operator**

Attached as Exhibit I.A.2. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator for Your room.

4. **Furnishings/Appliances Provided by You**

Attached as Exhibit I.A.3. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. **Basic Services**

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

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

2. **Personal Care Services.** This includes 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.

3. Meals and Snacks. Three (3) nutritionally well-balanced meals per day and a nutritious evening snack 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: Low Concentrated Sweets and Mechanical Soft.

4. 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.

5. Housekeeping.

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

7. Laundry of Resident's Personal washable clothing. Laundry facilities are also available for use by resident.

8. 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, assistance in obtaining access to necessary health or mental health services, including a physician of the Resident's choice, information and referral, and coordination with available resources to address Your identified needs and interests.

9. Development of Individualized Service Plan. Development of an individualized service plan with 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.

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident 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 as of the date of this agreement is (\$ _____ per month), (\$ _____ per day), payable by the 15th of each month.

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 the Resident's option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (See Exhibit III.A).

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.

C. Rate or Fee Schedule.

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

D. Billing and Payment Terms Payment is due by the 15th of each month and shall be delivered to Housing Finance, c/o St. Mary's Hospital, 1300 Massachusetts Avenue, 5th Floor South, Troy, NY 12180. The rate specified above shall be due and payable on the first day of each and every month during the term of this agreement. Payment of the monthly service fee after the 15th day of the month when due may be subject to a 2% monthly late fee. This fee may be waived if payment is received in the Finance Office by the 30th of the month when due. The Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.

E. Adjustments to 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 in the Resident's absence, as specified in Section I.A.1. The charge for this reservation shall be \$ _____ per day. The total of the daily rate for a one-month period may not exceed the established monthly rate. The maximum length of time the space will be reserved is 30 days. 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 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, the Operator must enumerate the items given or promised to be given and attach listing of items to be given or transferred to this agreement. Such listing is attached as Exhibit V and 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 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. Guidelines specific to admission and discharge criteria are provided in Exhibit IV of this agreement.
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.

XI. Rules of the Residence

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

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

A. You, or Your 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 every twelve (12) months thereafter, 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 changes in health status, physician, or medications as such changes occur.
6. Informing the Operator promptly of any change of name, address and/or phone number.
7. Providing furnishings for your room, except for those provided by the operator and outlined in Exhibit IA2. Operator shall be required to allow only those furnishings and equipment which do not endanger the Resident's health, safety or well-being, which are specifically designed for persons with dementia and support daily activities and are appropriate to function.
8. Provision of those services (professional hair grooming, dry cleaning, special events, transportation) as outlined in Exhibit IC.

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;
2. Upon 30 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 which results in a favorable outcome for the Operator.

The grounds upon which involuntary termination may occur are as follows:

1. You require continual medical or nursing care which the Operator is not permitted by law or regulation to provide;
2. 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 an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself or others; or

3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the 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

The Operator's procedures for receiving and responding to resident grievances and suggestions 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 Center. The Operator agrees that the Residents 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 Authorized Representative)

Dated:

(Signature of Resident's Legal Representative)

EDDY HAWTHORNE RIDGE

Dated:

(Signature of Operator or the Operator's Representative)

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

Notice: In accordance with Department of Health regulation, the Operator cannot mandate that You or another person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined that You, under Your particular circumstances, would lack either the current capacity to manage financial affairs and/or the financial means to assure payment due under the Agreement.

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

Notice: In accordance with Department of Health regulation, the Operator cannot mandate that You or another person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined that You, under Your particular circumstances, would lack either the current capacity to manage financial affairs and/or the financial means to assure payment due under the Agreement.

EXHIBIT I A 1

IDENTIFICATION OF ROOM

Resident Name: _____

Admission Date: _____

Resident is being admitted to the following

() private room at Eddy Hawthorne Ridge: _____

EXHIBIT I A 2

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Furnishings and Appliance provided by Eddy Hawthorne Ridge include:

- Keys to room per resident request
- Bed
- Dresser
- Nightstand/Table
- Chair
- Lamp
- Emergency Response Pull Cords
- Linen Basket
- Toilet Paper
- Towels and Bed Linen upon request
- Lockable Storage Space
- Closet Space

EXHIBIT I A 3

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Furnishings and Appliances provided by you:

- Personal Clothing and Effects
- Personal Toiletries
- Furniture, if desired
- Additional Lamps/Lighting
- Decorations, [curtains and blinds are provided by Facility]

Furnishings and Appliances that are not acceptable:

- Electric Heating Blankets
- Electric Heating Pads
- Throw Rugs or Scatter Rugs (unless equipped with non-slip backing)
- Coffee Pots or other electrical cooking devices (griddle, hot pot, crock pots)
- Microwave ovens
- Toaster Ovens
- Extension Cords
- Candles

**Hawthorne Ridge
Attachment B
Non-Discrimination Status**

HAWTHORNE RIDGE DOES NOT DISCRIMINATE AGAINST ANY PERSON ON BASIS OF DISABILITY (INCLUDING USE OF 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.

HAWTHORNE RIDGE 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 (# 518-372-5667) IF YOU BELIEVE THAT YOU HAVE EXPERIENCED THIS KIND OF DISCRIMINATION

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. This statement is part of the Residency Agreement and specifies operator responsibility to provide and resident responsibility to pay for the following items:

ITEM	ADDITIONAL CHARGE	PROVIDED BY
Cable TV	Market Rate Fee	Facility
Dry Cleaning	Market Rate	Provider of Resident Choice
Long Distance Telephone Calls	Included in rate	N/A
Professional Hair Grooming	Fee Schedule	Contracted beauticians
Personal Toilet Articles	N/A	Provided by family
Special Cultural Events	Fees associated with event	Depending on event (theatre, museum admission, etc)
Transportation	Included in Rate	The Facility
Medical*	Medical Co-pay	Joseph Gabryszewski DPM Podiatrist
Recreational	Fees associated with event	Depending on event (theatre, museum admission, etc)
Escort Services	Per Hour rate **	HWR staff or outside agency of choice.

*Community Physician available on-site as option for those who chose to be seen in the home rather than going out into community for physician visits.

**Hourly rate varies by level of staff assigned to accompany resident.

EXHIBIT I D

Eddy Hawthorne Ridge
Health Care Providers and Services
(All Provider's listed are currently licensed/certified)

Eddy Visiting Nurse and Rehab Association 433 River Street Troy, NY 12180 518-274-6200 CHHA	Unidine Lifestyles 2220 Burdett Avenue Troy, NY 12180 518-271-5060 Dietitian Services
Joseph Gabryszewski DPM 3 Kirchner Ave Hyde Park, NY 12538 (845) 229-0092 Podiatrist	Community Care Physicians PC 711 Troy Schenectady Road, Suite 201 Latham, NY 12110 518-782-3700 Physician Services
Geriatric Psychiatry Consultant, PLLC PO Box 627 Guilderland, NY 12084 518-852-8696 Psychological Services	Omnicare 14 Commerce Drive Ballston Spa, NY 12020-3631 518-899-2002 Pharmacy
Nurse Connection 1 Computer Drive S Albany, NY 12205 518-459-6612 Nurse Staffing Agency	Medical Staffing Network (MSN) 1881 Western Avenue, Suite 150 Albany, NY 12203 518-452-0205 Nurse Staffing Agency

EXHIBIT II
Eddy Hawthorne Ridge
Residency Agreement
DISCLOSURE STATEMENT

Eddy Hawthorne Ridge ("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 XVII of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate **Eddy Hawthorne Ridge at 32 Community Way, East Greenbush, New York** as an Assisted Living Residence as well as an Adult Home. The operator is also certified to operate at this location a Special Needs Assisted Living Residence. This additional certification 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 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. Special Needs Assisted Living services for up to a maximum of **54** persons.

The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Special Needs Assisted Living program. **It is important to note that The Operator is currently approved to accommodate within The Special Needs Assisted Living programs only up to the numbers of persons stated above.** If You become appropriate for Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Special Needs Assisted Living unit. If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representative to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Special Needs Assisted Living Residence program within this Residence, it may be necessary for Your to change your room or neighborhood within the Residence.

3. The owner of the real property upon which the Residence is located is **Eddy Property Services**. The mailing address of such real property owner is **2212 Burdett Avenue, Troy, New York 12180**. The following individual is authorized to accept personal service on behalf of such real property owner **Director of Property Management Services, 2212 Burdett Avenue, Troy, New York 12180**.
4. The Operator of the Residence is **Eddy Hawthorne Ridge**. The mailing address of the Operator is **32 Community Way, East Greenbush, New York 12061**. The following individual is authorized to accept personal service on behalf of the Operator: **Director/Administrator, Eddy Hawthorne Ridge, 32 Community Way, East Greenbush, New York 12061**.
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. This is non-applicable to Eddy Hawthorne Ridge.

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. This is non-applicable to Eddy Hawthorne Ridge.
7. Residents may choose to receive services from a provider of their choice.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Eddy Hawthorne Ridge will advocate for residents and provide them with resources so they can apply for the availability of resources for all local, state and federal public assistance, funding and programs, 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. The local LTCOP telephone number is 518-372-5667. The NYSLTCOP web site is
<https://ltcombudsman.ny.gov>

EXHIBIT III A

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Community Fee: (Applicable for both Terrace and Memory Care)

\$2,500.00 deposit is a non-refundable community fee which includes painting, carpeting and other miscellaneous costs. 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.

EXHIBIT III B

RATE OR FEE SCHEDULE

**Summary of Program Rates
Adult Home**

PRIVATE.....\$6,366/mo

EXHIBIT IV

Eddy Hawthorne Ridge Guidelines for Admission & Discharge

Admission Criteria (Client exhibits several of following)	Discharge Criteria (Client exhibits one or more of the following)
A diagnosis of Alzheimer's or related dementia prior to admission through a process that rules out alternative diagnosis.	Requires ongoing nursing monitoring, interventions, or has unstable medical conditions.
Is confused (i.e., disoriented to person, place, or time) and requires 24-hour direction and/or supervision.	
Can participate in the therapeutic milieu.	Cannot participate in the therapeutic milieu.
Wanders.	
Ambulates/transfers independently, or is safe/independent with mobility, or with distant supervision and cueing. If uses wheelchair is able to self-propel to all destinations safely.	Unable to ambulate or transfer independently, or unable to safely transfer in/out of wheelchair, or unable to self-propel wheelchair.
Altered sleep and wake cycle.	
Requires minimal to moderate supervision or assistance with bathing or dressing. <i>Minimal</i> - requires supervision or assistance with clothes selection. <i>Moderate</i> - requires direct assistance of one Caregiver.	More than two care attendants' assistance <i>regularly</i> required to complete ADL's or requires <i>total</i> care in ADL's.
Requires minimal assistance at mealtimes. Assistance may include giving directions, supervising, or cutting food.	Unable to eat independently. Needs to be fed to maintain nutritional status.
Is not frequently violent or abusive and accepts staff redirection or supervision to control behavior.	Exhibits excessive violent or abusive behavior that routinely interferes with the orderly operation of the center and is a threat to the residents and staff of the building. Excessive defined as three or more incidents. Each incident to be reviewed with DOH staff via correspondence and conference call to Regional Office Program Staff.
May be incontinent (urine) but easily managed by one staff member.	Unmanageable incontinence. Will not allow staff to assist, resistive to staff assistance.
Not currently drug or alcohol dependent.	Not currently drug or alcohol dependent.
Requires only cueing and/or minimal assistance to evacuate the building. Assistance may include ambulation with an assistive device, self-propelling wheelchair.	Immobile and/or unable to evacuate safely with minimal assistance with any assistive device.
	Failure to pay.

EXHIBIT V

**EDDY HAWTHORNE RIDGE
Residency Agreement**

Transfer of Funds or Property to Eddy Hawthorne Ridge

Please list any agreements made by third parties for your benefit:

EXHIBIT VI

EDDY HAWTHORNE RIDGE
Inventory of Resident's Property or Items Held by Operator for You

Resident Name: _____ **Inventory Date:** _____

EXHIBIT XI

EDDY HAWTHORNE RIDGE RULES OF THE RESIDENCE

The following guidelines have been established for the benefit of all residents of Eddy Hawthorne Ridge. We hope these guidelines will help make our residence a more enjoyable place to live.

1. Eddy Hawthorne Ridge will contact the Resident's primary care physician, or a qualified alternate for all physical, mental, and behavioral changes. The facility staff will carry out all orders obtained.
2. Effective January 1, 2007 The Operator is Tobacco-Free. No smoking is permitted inside or outside the building.
3. Televisions and radios may be used at any time, providing the volume is controlled and it is not disturbing to other residents.
4. Food may be kept in rooms if it is in a sealed and covered container.
5. Residents are free to decorate their room with pictures, plants, etc. Anything that is to be attached to the wall or ceiling must be installed by maintenance.
6. Residents are encouraged not to keep large sums of money in their rooms. Resident accounts may be opened and transactions may be made Monday through Friday 8:00am to 4:00pm
7. Eddy Hawthorne Ridge is not responsible for any personal items lost, stolen or damaged.
8. Tips and gratuities to individual staff members are not allowed.
9. Only approved, small, electrical appliances (e.g., radio, television, clock, fans) will be allowed in resident rooms. All electrical items are required to be checked by the maintenance department as a safety precaution. Heating pads and electric blankets are not allowed. No electrical extension cords are allowed.
10. When a resident leaves Eddy Hawthorne Ridge, family and friends are requested to sign out their loved ones at the nursing office. In addition, guests/visitors are asked to sign in and out when they visit.
11. Flexible visiting hours will exist at Eddy Hawthorne Ridge. Normal visiting hours will be from 8:00 a.m. until 11:00 p.m.
12. Please bring any suggestions, concerns, and complaints to the attention of the Administrator or Director of Resident Services, verbally or in writing. The Operator has established a Complaint Policy and Procedure to provide a method to promptly deal with complaints and recommendations.

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 CENTER, 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 CENTER OR ANY PERSON AFFILIATED WITH THE CENTER;
- (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 CENTER;

(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 CENTER 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 CENTER MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE.

(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-STATE RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

EXHIBIT XVI **GRIEVANCE AND RECOMMENDATION PROCEDURES**

Eddy Hawthorne Ridge is committed to being a pleasant and comfortable place to live. We want Residents, Families and Visitors to share their concerns with us. To support this commitment, Eddy Hawthorne Ridge will provide a method to promptly deal with complaints and recommendations made by residents, their next of kin and/or their designated representatives.

The purpose of this policy is to bring complaints and recommendations promptly to the attention of one individual who will be responsible for addressing and providing an explanation to the resident when a complaint cannot be fully resolved. This procedure will be posted in a visible area of the facility.

PROCEDURE:

1. This procedure will be explained in full to each resident, their relatives and/or designated representative on admission.
2. All Direct Care Staff and other appropriate personnel will be advised of this policy to enable them to assist residents, next of kin or designated representatives in making a complaint or recommendation.
3. Complaints that cannot be addressed by the Direct Care staff on the unit where the resident resides may be brought to the attention of the following: Administrator, Director of Resident Services, RCCA/LPN Team Leader or LPN in charge.
4. The Director of Resident Services or the Eddy Hawthorne Ridge Administrator are the key persons responsible for addressing complaints. The Director of Resident Services and Administrator will maintain an open door policy and welcomes all verbal or written concerns/recommendations.
5. Verbal complaints can be provided via the Resident Council or Family Visitor Council or directly by requesting an appointment with the Administrator and/or Director of Resident Services. All verbal complaints will be kept confidential.
5. Residents' family members and visitors who wish to make a written complaint can obtain a Grievance/Suggestion Form, located at the reception desk. These forms are available at all times and without asking. If you wish to bring your concern to us confidentially, you should place them in the suggestion box located at the reception desk. The confidential concerns will be addressed within five (5) business days. Personal meetings will be scheduled with the Director of Resident Services, as necessary, to discuss and resolve confidential concerns.
6. The Director of Resident Services will advise the Administrator of all complaints submitted verbally or in writing.
7. A written response will be made to the resident, next of kin or designated representative within fifteen (15) days of receipt of when the complaint or recommendation was received.

8. The written response will contain the action taken or the reason why no action was taken.
9. A copy of all written responses will be sent to the Administrator/Director. Where the response is not in writing, a written summary of the action taken and outcome will be forwarded to the Administrator.
10. All anonymous complaints will be posted on unit with resolution within 21 days of receipt of complaint. In addition, these complaints and resolutions will be reviewed in monthly Resident Council meetings and at quarterly Family Council Meetings.
11. Annually, the Director of Resident Services will review and evaluate the effectiveness of this procedure.

RESPONSIBILITY

1. The Director of Resident Services or designee is responsible to make this procedure known to the resident and/or designated representative on admission to the facility.
2. All Direct Care Staff are responsible to know the procedure and to assist a resident, family member or designated representative who wishes to make a complaint or recommendation.
3. The Director of Resident Services is responsible for hearing the complaints, reviewing them with the Administrator, and responding to them within fifteen (15) days.
4. The Executive Director is responsible for addressing complaints not resolved through the above procedure.

EDDY HAWTHORNE RIDGE Complaint and Recommendation Report

Date: _____ / _____ / _____

Complaint/Recommendation Initiated by: _____
(Name Optional)

If next of kin, or designated representative:

Name: _____

Relationship: _____ Phone Number: _____

GRIEVANCE OR RECOMMENDATION:

SIGNED (by person completing report): _____

FORWARDED TO DIRECTOR OF RESIDENT SERVICES (DATE): / /

REVIEWED BY ADMINISTRATOR/DIRECTOR(DATE): / /

OUTCOME:
