



CONSUMER SUMMARY

Facility Posting

Instructions: Please complete the information in the FACILITY RESPONSE table.

Braemar Living at Walkill

Table with 2 columns: Facility Operating Certificate Name, Full Address, Website link Facility, Website link DOH, Starting rent for each license and certification, Summary of Services (consistent language), Cost for Additional Services – Tier billing or other. Rows contain details for Braemar Living at Walkill, including address, website links, and service descriptions.

**Braemar Living at Walkkill**

**RESIDENCY AGREEMENT**

RESIDENCY AGREEMENT  
TABLE OF CONTENTS

|                                                                                                          | PAGE |
|----------------------------------------------------------------------------------------------------------|------|
| I. Accommodations and Services.....                                                                      | 1    |
| II. Disclosure Statement.....                                                                            | 3    |
| III. Fees.....                                                                                           | 4    |
| IV. Refund/Return of Resident Monies and Property.....                                                   | 6    |
| V. Transfer of Funds or Property to Operator... ..                                                       | 7    |
| VI. Property or items of value held in the Operator’s custody for You.....                               | 7    |
| VII. Fiduciary Responsibility... ..                                                                      | 7    |
| VIII. Tipping... ..                                                                                      | 7    |
| IX. Personal Needs Accounts.....                                                                         | 8    |
| X. Admission and Retention Criteria for an Assisted Living Residence.....                                | 8    |
| XI. Rules of the Residence.....                                                                          | 9    |
| XII. Responsibilities of Resident, Resident’s Representative and Resident’s<br>Legal Representative..... | 9    |
| XIII. Termination and Discharge.....                                                                     | 10   |
| XIV. Transfer... ..                                                                                      | 12   |
| XV. Resident Rights and Responsibilities.....                                                            | 13   |
| XVI. Complaint Resolution.....                                                                           | 13   |
| XVII. Miscellaneous Provisions.....                                                                      | 13   |
| XVIII. Agreement Authorization.....                                                                      | 15   |
| XIX. (Optional) Personal Guarantee of Payment.....                                                       | 16   |
| XX. (Optional) Guarantor of Payment of Public Funds.....                                                 | 17   |

## TABLE OF ATTACHMENTS

| ATTACHMENT | SUBJECT            | PAGE |
|------------|--------------------|------|
| I          | SUMMARY OF CHARGES | I    |

## TABLE OF EXHIBITS

| EXHIBIT | SUBJECT                                                     | PAGE  |
|---------|-------------------------------------------------------------|-------|
| I.A     | IDENTIFICATION OF APARTMENT/ROOM                            | II    |
| I.B     | FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR                 | III   |
| I.C     | FURNISHINGS/APPLIANCES PROVIDED BY YOU                      | IV    |
| I.D     | SUPPLEMENTAL SERVICES AVAILABLE                             | V     |
| I.E.    | LICENSURE/CERTIFICATION STATUS OF PROVIDERS                 | VI    |
| II      | DISCLOSURE STATEMENT                                        | VII   |
| III.A   | TIER ARRANGEMENT                                            | X     |
| III.B   | COMMUNITY FEE AND SECURITY DEPOSIT                          | XII   |
| IV      | TRANSFER OF FUNDS OR PROPERTY TO OPERATOR                   | XII   |
| V       | PROPERTY/ITEMS HELD BY OPERATOR FOR YOU                     | XIV   |
| VI      | RULES OF THE RESIDENCE                                      | XV    |
| VII     | RESIDENTS RIGHTS AND RESPONSIBILITIES                       | XVI   |
| VIII    | OPERATOR PROCEDURES: RESIDENT<br>GRIEVANCES/RECOMMENDATIONS | XVIII |

## **RESIDENCY AGREEMENT**

This agreement (“Agreement”) is made between The Hamlet at Wallkill, LLC (the “Operator”), doing business as Braemar Living at Wallkill, \_\_\_\_\_ (the “Resident” or “You” or “Your” or “I”), and \_\_\_\_\_ (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 21 Riverside Drive, Middletown, NY 10941 as an Assisted Living Residence (“Residence”) known as Braemar Living at Wallkill and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence (“EALR”) and a Special Needs Assisted Living Residence (“SNALR”).
- B. You have submitted a written report from Your physician to the Operator which report states that (a) Your physician has physically examined You within the last 30 days and (b) You are appropriate for admission to the Residence.
- C. You have requested to become a Resident at the Residence and the Operator has accepted Your request.

### **AGREEMENT**

#### **I. Accommodations and Services**

A. Beginning on \_\_\_\_\_ (insert beginning date of residency) the Operator shall provide the following 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.

##### **1. Accommodations**

- a) **Your Apartment/Room:** You may occupy the room identified on Exhibit I.A, subject to the terms of this Agreement.
- b) **Common areas:** You will be provided with the opportunity to use the general-purpose rooms at the Residence such as lounges, lobby, dining room, library, and garden area.
- c) **Furnishings/Appliances Provided by the Operator:** Attached as Exhibit I.B is an inventory of furnishings, appliances and other items

supplied by the Operator in Your apartment/room. You are responsible for the normal care of these items.

d) **Furnishings/Appliances Provided by You:** Attached as Exhibit I.C is an inventory of furnishings, appliances and other items supplied by You in Your apartment/room. Such Exhibit also contains any limitations or conditions concerning what type of appliance may not be permitted (e.g., due to amperage concerns, etc.)

2. **Basic Services**

a) The following services will be provided to You, in accordance with Your Individualized Services Plan (“ISP”).

(1) **Meals and Snacks:** Three nutritionally well-balanced meals per day and two snacks per day. The following modified diets will be available to You if ordered by Your physician and included in Your ISP: regular, no salt added or no concentrated sweets.

(2) **Activities:** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social, and spiritual needs and will post a monthly schedule of activities in a readily visible common area of the Residence.

(3) **Housekeeping:** Housekeeping of common areas and weekly vacuuming of the apartment unit, trash removal and cleaning of the bathroom and kitchenette.

(4) **Linen Services:** Towels and washcloths, pillow, pillowcase, blanket and bed sheets (all clean and in good condition);

(5) **Laundry of Personal Clothing:** Upon Your request, the Operator will provide weekly personal laundry, or as often as necessary.

(6) **Supervision on a 24-hour Basis:** The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on

a 24-hour a day, seven days a week basis), as well as the other components of supervision as specified in law;

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

(8) **Personal Care:** Including some assistance with showering, grooming, transferring, dressing, toileting, eating, ambulation, ordinary movement from bed to chair or wheelchair, taking and recording monthly weights and medication management, including supervision with, observation of and assistance with self-administration of medication;

(9) **Development of Individualized Service Plan (“ISP”):** An ISP will be developed to address the Resident's needs. The ISP will be updated every six (6) months or when there is a change in health.

3. **Supplemental Services**

a) Exhibit I.D describes in detail, any Supplemental Services available from the Operator directly or through arrangements with the Operator for a supplemental fee. Such exhibit states who would provide such services or amenities, if other than the Operator. A supplemental fee must be at Resident’s option, and any charges for Supplemental Services shall be made only for services and supplies that are actually supplied to the resident. 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.*).

4. **Licensure/Certification Status**

a) A listing of all providers offering home care of 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.E of the Agreement. Such exhibit will be updated as frequently as necessary.

II. **Disclosure Statement**

A. The Operator is disclosing information as required under Public Health Law Section 4658(3). Such disclosures are contained in Exhibit II.

### **III. Fees**

#### **A. Monthly Rate**

1. Your Monthly Rate is the aggregate of Your Accommodations Rate and Your Tier Rate and the EALR Surcharge (if applicable) described below and outlined in Attachment I, Summary of Charges.

a) **Accommodations Rate**

(1) Your Accommodations Rate will be predicted on Your selection of unit type and/or location.

b) **Tier Rate for services**

(1) The Residence operates with a tier-rate structure, in which Your Tier Rate depends upon the amount and/or type of services necessary for You (Your “Tier Level”). Your appropriate Tier Level includes all services listed in Section I.A.2. You will be evaluated prior to admission to determine the appropriate Tier Level and You will be evaluated periodically throughout the Your stay. If Your Tier Level is adjusted, You will be given the notice required as set forth in Section III.F. See Exhibit III.A. for further detail.

c) **EALR Surcharge**

(1) The Residences operates an EALR. If EALR care is applicable to You per Your Tier Level evaluation, You will be charged a monthly EALR Surcharge outlined in Exhibit III.A and subject to the EALR Addendum.

#### **B. Community Fee and Security Deposit**

1. A Community Fee is a one-time fee that the Operator may charge at the time of admission. 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. The Operator charges a non-refundable Community Fee as set forth in Exhibit III.B.

2. The Operator collects a Security Deposit equal to Your Monthly Rate, which will be due prior to Your date of admission. If You do not pay Your Monthly Rate on a timely basis, the Operator may use Your Security Deposit to pay for any amount that You owe to the Operator. The Operator will deposit Your Security Deposit as permitted by law. Your Security Deposit will bear interest as required by law. Your Security Deposit and any interest earned thereon, less any unpaid amounts You may owe to Operator, will be returned to You within three (3) business days following Your Discharge Date.

C. **Supplemental Fees**

1. Supplemental Fees are charged for Supplemental Services, which are described and detailed in Section I.A.3. and Exhibit I.D.

D. **Rate Summary**

1. Attached as Attachment I is a Summary of Charges, which lists Your charges for accommodations for your selected room and currently applicable tier, as well as all additional, supplemental and one-time fees, such as the Community Fee of the Residence. The Resident, Resident's Representative and Resident's Legal Representative, if any, agree that the Resident will pay and the Operator agrees to accept, the amounts set forth in Attachment I.

E. **Billing and Payment Terms.**

1. Payment is due by the 1<sup>st</sup> of each month and shall be delivered to Braemar Living at Wallkill at 21 Riverside Drive, Middletown, NY 10941.

2. Residents who pay for all or part of their services with private funds will attempt to notify the Operator of the anticipated depletion of private funds three months in advance so to allow for adequate time to apply for and secure available public benefits. Should the resident be unable to pay for Residence charges with private funds, public benefits or a combination thereof, the Operator will issue a thirty (30) day written notice of termination of this Agreement, in accordance with the applicable regulations.

F. **Adjustments to Monthly Rate and Fees:**

1. You have the right to written notice of any proposed increase of the Monthly Rate or any Additional or Supplemental fees not less than forty-five (45) days prior

to the effective date of the increase, subject to the exceptions stated in Sections III.F.3 to III.F.6.

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 agrees in writing to a specific rate or fee increase, through an amendment of this Agreement, 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, Tier Rate or an additional or Supplementary fee upon less than forty-five (45) days written notice.

5. If the Operator determines that the level of care it is providing Resident is not appropriate for his or her needs, Operator will consult with the Resident and implement a change in the level of care. Operator will also inform Resident's Representative and Resident's Legal Representative, if applicable, of the change and the Tier Rate which will, through an adjustment to this Agreement, be adjusted accordingly and effective immediately.

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

**G. Bed Reservation**

1. The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence for as long as You continue to pay Your Monthly Rate as shown in Exhibit I. 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**

A. Upon termination of this Agreement or at the time of Your discharge, but in no case more than three (3) business days after You leave the Residence, the Operator must provide

You, Your Representative or Legal Representative or any person designated by You with a final written statement of Your account and PNA, if any, at the Residence.

B. The Operator must also return at the time of Your discharge, but in no case more than three (3) business days after You leave the Residence, any of Your money or property, which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s), which You have made.

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

D. 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**

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

**VI. Property or Items of Value Held in Our Custody for You**

A. If, upon admission or any other time, You wish to place property or things of value in Our 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 V of this Agreement.

**VII. Fiduciary Responsibility**

A. 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 will be Your property.

**VIII. Tipping**

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

**IX. Personal Needs Accounts**

A. The Operator agrees to offer to establish a Personal Needs Account (“PNA”) for any Resident who receives either Supplemental Security Income (“SSI”) or Safety Net Assistance (“SNA”) payments by executing a Statement of Offering (DOH-5195) with You or Your Representative.

B. You agree to inform the Operator if you receive or have applied for SSI or SNA funds.

1. You must complete the following:

- a) I receive SSI funds \_\_\_\_\_ or I have applied for SSI funds \_\_\_\_\_
- b) I receive SNA funds \_\_\_\_\_ or I have applied for SNA funds \_\_\_\_\_
- c) I do not receive, nor have I applied for SSI funds \_\_\_\_\_
- d) I do not receive, nor have I applied for SNA funds \_\_\_\_\_

C. If You have a signatory to this Agreement beside 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 SSI or SNA personal allowance requirements.

**X. Admission and Retention Criteria for an Assisted Living Residence**

A. Under the law which governs assisted living residences (Public Health Law Article 46-B), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident’s ISP. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.

B. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether the individual is appropriate for admission.

C. The Operator has conducted such evaluation of You 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 ISP.

D. If You are being admitted to the Special Needs Assisted Living Residence NYS-licensed program, the “Special Needs Assisted Living Residence Addendum” will apply.

E. If You are residing in the Assisted Living Residence NYS-licensed program and Your care needs subsequently change in the future to the point that You require to reside

in the NYS-licensed Enhanced Assisted Living Residence program the “Enhanced Assisted Living Residence Addendum” will apply.

F. If You are residing in the Assisted Living Residence NYS-licensed program and Your care needs subsequently change in the future to the point that You require 24-hour skilled nursing care, You will be required to reside in the NYS-licensed Enhanced Assisted Living Residence program and the “Enhanced Assisted Living Residence Addendum” will apply.

**XI. Rules of the Residence**

A. Attached as Exhibit VI are the Rules of the Residence. By signing this agreement, You and Your Representative(s) 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 or Your Legal Representative, to the extent specified in this Agreement, are responsible for the following:

1. Payment of the Monthly Rate and any authorized and agreed to Supplemental, Community or Additional 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 a change in health care proxy, changes in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

B. The Resident’s Representative shall be responsible for the following:

1. If appointed as the Resident’s Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.

2. Supply Resident with enough sets of clothing, undergarments etc. as necessary.
  3. Make the appropriate monthly payments as agreed to in this Agreement
  4. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.
- C. The Resident's Legal Representative, if any, shall be responsible for the following:
1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.
  2. Supply Resident with enough sets of clothing, undergarments etc. as necessary.
  3. Make the appropriate monthly payments as agreed to in this Agreement.
  4. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.
- D. The Operator shall be responsible for the following:
1. If the Resident's Health Care Proxy has been provided to the Operator, and that person is not the Resident's Representative or the Resident's Legal Representative, the Operator shall notify the Resident's Health Care Proxy to make medical decisions when Resident is unable to make such decisions for himself or herself.

### **XIII. Termination and Discharge**

- A. This Agreement and residency in the Residence may be terminated in any of the following ways:
1. By mutual agreement between You and the Operator.
  2. Upon thirty (30) days written notice from You or Your Representative to the Operator of Your intention to terminate this Agreement and leave the Residence;
  3. Upon thirty (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

this Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

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

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

2. 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, assist 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 its operating certificate limited, revoked temporarily suspended or the Operator has voluntarily surrendered the operation of the Residence;

6. A receiver has been appointed pursuant to Section 461-f of the New York 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.

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

D. 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, 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.

E. While legal action is in progress, the Operator shall 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.

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

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

#### **XIV. Transfer**

A. Notwithstanding the above, the 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 notice or court review, for the following reasons:

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

B. If You are transferred, to terminate this 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 law for personal service upon a natural person.

C. If the basis for the transfer permitted under Sections XIV.A. and B. no longer exists, You are deemed appropriate for placement in this Residence and if this Residency Agreement is still in effect, You will be readmitted.

**XV. Resident Rights and Responsibilities**

A. Attached as Exhibit VII 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**

A. The Operator's procedures for receiving and responding to Resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit VIII. In addition, such procedures will be posted in a readily visible common area of the Residence.

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

C. Complaint handling is a direct service of the Long-Term Care Ombudsman Program, which is a federal advocacy program dedicated to protection of people living in long term care facilities. The Long-Term Care Ombudsman is available to identify, investigate and resolve Your complaint(s) to assist in the protection and exercise of Your rights. The statewide toll-free number for the Long-Term Care Ombudsman Program is 1-800-342-9871. The local number is 845-229-4680.

**XVII. Miscellaneous Provisions**

A. This Agreement constitutes the entire agreement of the parties. Each Exhibit referenced herein is attached to and made a part of this Agreement.

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

C. The parties agree that this Agreement and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution

until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

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

**XVIII. Agreement Authorization**

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

Dated:

\_\_\_\_\_

\_\_\_\_\_

(Signature of Resident)

Dated:

\_\_\_\_\_

\_\_\_\_\_

(Signature of Resident's Representative)

Dated:

\_\_\_\_\_

\_\_\_\_\_

(Signature of Resident's Legal Representative)

Dated:

\_\_\_\_\_

\_\_\_\_\_

(Signature of Operator or the Operator's Representative)

**XIX. (Optional) Personal Guarantee of Payment**

\_\_\_\_\_ personally guarantees payment of charges for  
Your Monthly Rate. \_\_\_\_\_ personally guarantees  
payment of charges for the following services, materials, or equipment, provided to You, that  
are not covered by the Monthly Rate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Guarantor's Name (Print)

**XX. (Optional) Guarantor of Payment of Public Funds**

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, SNA, 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 Monthly Rate and any agreed upon charges above and beyond the Monthly Rate from either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, SNA, Social Security or other public benefits, to meet Your obligations under this Agreement.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Guarantor's Signature)

\_\_\_\_\_  
Guarantor's Name (Print)

**ATTACHMENT I**

**SUMMARY OF CHARGES**

**Accommodations:**

Apartment # \_\_\_\_\_ studio; \_\_\_\_\_ friendship room or \_\_\_\_\_ suite

**Accommodations Rate (monthly)**                      \$ \_\_\_\_\_

**Level of Care Tiers:**

*See Exhibit III.A. for descriptions. Check one:*

- \_\_\_\_\_ Tier I
- \_\_\_\_\_ Tier II
- \_\_\_\_\_ Tier III
- \_\_\_\_\_ Tier IV
- \_\_\_\_\_ Tier V
- \_\_\_\_\_ SNALR (Dementia Program)

**Tier Rate (monthly)**                                              \$ \_\_\_\_\_

And:

\_\_\_\_\_ EALR Surcharge (monthly), if applicable                      \$ \_\_\_\_\_

**Your Total Monthly Rate:**                                              \$ \_\_\_\_\_  
\* Due the 1<sup>st</sup> of each month

**Additional One-Time Fees**

Community Fee                                                                                              \$ \_\_\_\_\_

Security Deposit                                                                                              \$ \_\_\_\_\_

**Your Total One-Time Fees**                                                                                              \$ \_\_\_\_\_

**Your Total Monthly Rate**                                                                                              \$ \_\_\_\_\_

\* prorated to \_\_\_\_\_ days                                                                                              \$ \_\_\_\_\_

**Total Due Prior to Move-in**                                              \$ \_\_\_\_\_

**EXHIBIT LA**

**IDENTIFICATION OF APARTMENT/ROOM**

As of the date of Your admission, Your room will be \_\_\_\_\_, a studio or friendship room or suite (strike out unit types not applicable). In the event that a room change is necessary, the Operator will reassign You to a like room, if available. The Operator or the Operator's designee will assist You in moving your items.

**EXHIBIT LB**

**FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR**

Single bed and mattress

Pillow

Chair

Table

Lamp

Lockable storage facilities

Individual dresser and closet space

Two sheets, pillowcase, one blanket, bedspread, towels and washcloths, soap, toilet tissue.

## **EXHIBIT I.C**

### **FURNISHINGS/APPLIANCES PROVIDED BY YOU**

*List any items here*

#### ITEMS NOT ALLOWED

- Cooking Appliances
- Incense or Candles
- Extension cords
- Outlet adapters and 2, 3, or 4-way plugs
- Heating blankets/heating pads
- Bed side rails
- Potpourri burners
- Frayed cords
- Large refrigerators
- Air conditioners
- Installation or alteration of electrical equipment is prohibited
- Antennas that extend outside room windows or be attached to the outside of building
- Door stops or wedges
- Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Sterno Cans
- Firearms/weapons of any type/ammunition
- Fireworks
- Grills of any type
- Curtains made from material that is not a fire-retardant material
- Gasoline powered equipment
- Heating units (space heater)
- Kerosene or Oil Lamps
- Sun lamps
- Heating elements (immersion type)
- Narcotics/illegal drugs
- Lamps without proper shades
- Waterbeds/water mattress

**EXHIBIT LD**

**SUPPLEMENTAL SERVICES AVAILABLE**

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

| <b><u>Item</u></b>                                         | <b><u>Additional Charge</u></b> | <b><u>Provided By</u></b> |
|------------------------------------------------------------|---------------------------------|---------------------------|
| Professional Hair Grooming                                 | As set by provider              | Third Party Provider      |
| Cable and Internet Bundle                                  | \$69.00/month                   | Operator                  |
| Optional Personal Emergency Response System (PERS) Pendant | \$100.00/pendant                | Operator                  |
| PERS Service                                               | \$10.00/month                   | Operator                  |
| New Medicaid Application                                   | \$1,000.00/application          | Operator                  |
| Transportation                                             | \$.50/mile                      | Operator                  |
| Personal Property Storage (100 Cubic Feet)                 | \$100.00/month                  | Operator                  |
| Credit Card Processing Fee                                 | 3.5% of charge                  | Operator                  |

**EXHIBIT LE**

**LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

**The Operator has arrangements with the following providers of home care and personal care services:**

Hudson Valley Home Health Care LLC, a Licensed Home Care Services Agency (the “LHCSA”), who provides services to ALR, ALP, EALR and SNALR residents.

## EXHIBIT II

### DISCLOSURE STATEMENT

- 1) The Hamlet at Wallkill, LLC (the “**Operator**”) as Operator of Braemar Living at Wallkill (the “**Residence**”), hereby discloses the following, as required by Public Health Law Section 4658(3).
  - a) The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit XVII of this Agreement.
  - b) The Operator is licensed by the New York State Department of Health to operate at 21 Riverside Drive, Middletown, NY 10941 an Assisted Living Residence (“**ALR**”), as well as an Adult Home.
  - c) The Operator is also certified to operate at the Residence as an Enhanced Assisted Living Residence (“**EALR**”), and a Special Needs Assisted Living Residence (“**SNALR**”). The additional EALR certification will allow residents to age in place. The additional SNALR certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic ALR to be able to continue to reside in the Residence and to receive SNALR services, as long as the other conditions of the residency set forth in this Agreement continue to be met.
  - d) The Operator is currently approved to provide EALR and SNALR services:
    - i) EALR services for up to a maximum of 60 persons.
    - ii) SNALR services for up to a maximum of 24 persons.
    - iii) The Operator will post prominently in the Residence, monthly, the then-current number of vacancies under its EALR, and SNALR programs.
    - iv) It is important to note the Operator is currently approved to accommodate within the EALR and SNALR programs, only up to the number of persons stated above.
      - (1) If You become appropriate for the EALR services, or SNALR services, and one of those units is available, You may be eligible to be admitted into the EALR unit, or SNALR unit (or program).
      - (2) 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.

- (3) If you become eligible for and choose to receive services in the EALR, or SNALR program within this Residence, it may be necessary for You to change your (room, unit, apartment) within the Residence.
- e) The owner of the real property upon which the Residence is located is Wallkill Realty Partners, LLC. The mailing address of such real property owner is 1 Landmark Square, Suite 1700AB, Stamford, CT 06901. The following individual is authorized to accept personal services on behalf of such real property owner, FilBen Management LLC, Administrative Assistant, 1 Landmark Square, Suite 1700AB, Stamford, CT 06901.
  - f) The Operator of the Residence is The Hamlet at Wallkill, LLC. The mailing address of the Operator is 1 Landmark Square, Suite 1700AB, Stamford, CT 06901. The following individual is authorized to accept personal services on behalf of such real property owner, FilBen Management LLC, Administrative Assistant, 1 Landmark Square, Suite 1700AB, Stamford, CT 06901.
  - g) There is no ownership interest in excess of 10% on the part of the Operator (whether a legal or beneficial interest), in any entity that provides care, material, equipment or other services to residents of the Residence.
  - h) There is no ownership interest in excess of 10% (whether a legal or beneficial interest), on the part of any entity that provides care, material, equipment or other services to residents of the Residence, in the Operator.
  - i) All residents have the right to receive services from any provider of his/her own choice regardless of who the Operator uses, as long as these services can be coordinated and benefits the care of the Resident, and do not interfere in the smooth operation of the Residence.
  - j) Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
  - k) Public funds are available to individuals who qualify for payment of residential, supportive or home health services. Medicare provides limited coverage home health care post hospitalization for all those who are enrolled in Part B of Medicare. Medicaid will provide coverage for home health care services, for indigent population as these become necessary.

- l) The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by the Assisted Living Operator or regarding Home Care Services is 1-866-893-6772.
- m) The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. (845) 229-4680 is the Local LTCOP telephone number. The NYSLTCOP web site is [www.ltcombudsman.ny.gov](http://www.ltcombudsman.ny.gov).

**EXHIBIT III.A****TIER ARRANGEMENT**

The Operator uses a tier arrangement (“Tier”), in which the Tier is based on the time provided by staff to complete care needs and services required by the resident. Each resident is assigned a Tier Level upon admission after the completion of a “Level of Care Evaluation”. The Level of Care Evaluation will be completed, in consultation with Your physician, at least annually or if there is a significant change in resident’s condition. If the review shows that the resident’s needs have changed, the resident will be moved into the appropriate Tier immediately and the services will be modified accordingly. Any increases in the Monthly Rate or any Additional or Supplemental Rate or Fees will be preceded by written notice no less than forty-five (45) days prior to the anticipated changes.

| <b>TIER</b>              | <b>HOURS OF CARE/WEEK</b>                                                                                                                    | <b>Monthly Amount Payable by Resident (in addition to Accommodations Rate)</b> |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Tier I                   | 4.0 hours per week of personal care including medication management and Activities of Daily Living (ADLs).                                   | \$4,900.00                                                                     |
| Tier II                  | Tier I plus up to an additional 3.5 hours per week of personal care including medication management and Activities of Daily Living (ADLs).   | \$6,020.00                                                                     |
| Tier III                 | Tier II plus up to an additional 3.0 hours per week of personal care including medication management and Activities of Daily Living (ADLs).  | \$6,930.00                                                                     |
| Tier IV                  | Tier III plus up to an additional 3.0 hours per week of personal care including medication management and Activities of Daily Living (ADLs). | \$7,830.00                                                                     |
| Tier V                   | Tier IV plus up to an additional 3.0 hours per week of personal care including medication management and Activities of Daily Living (ADLs).  | \$8,630.00                                                                     |
| SNALR (Dementia Program) | As indicated in SNALR addendum                                                                                                               | \$8,710.00                                                                     |
| EALR                     | As indicated in EALR addendum                                                                                                                | \$1,820.00 in addition to Tier/SNALR rate                                      |

- The monthly Accommodations Rate for a room in a Friendship Room (one room in a two-room suite) is \$0.00. It is included in the Tier Rate.
- The monthly Accommodations Rate for a Studio is \$1,240.00.
- The monthly Accommodations Rate for a Suite is \$2,400.00.
- Level of Care is determined by the Level of Care Evaluation.
- The rates above are the monthly rate per person.
- Residents admitted to the Assisted Living Program (ALP) will be subject to a different fee arrangement, which is set forth in the ALP Addendum signed upon admission to the ALP.

**Tier Level of Care Evaluation:**

Using the table below, the resident is evaluated for each personal care service. The level of care required by the resident is then determined for each of the personal care services. The amount of staff assistance required to complete the personal care services is then aggregated to determine the appropriate Tier Level detailed in Exhibit III.A.

| PERSONAL CARE SERVICES       | LEVEL OF CARE                                                                                                                                                                                                                                                                                          |                                                                                                                                                |                                                                                                                                                   |                                                                                                                                |                                |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
|                              | <b>Showering</b>                                                                                                                                                                                                                                                                                       | Independent- requires staff verification for completion                                                                                        | Verbal Cues Needed                                                                                                                                | Intermittent Hands-on Assistance                                                                                               | Continual Hands-on Assistance  |
| <b>Grooming</b>              | Independent- requires staff verification for completion                                                                                                                                                                                                                                                | Verbal Cues Needed                                                                                                                             | Intermittent Hands-on Assistance                                                                                                                  | Continual Hands-on Assistance                                                                                                  |                                |
| <b>Transfer</b>              | Independent                                                                                                                                                                                                                                                                                            | Verbal Cues Needed                                                                                                                             | Intermittent Hands-on Assistance                                                                                                                  | Continual Hands-on Assistance                                                                                                  |                                |
| <b>Dressing</b>              | Independent- requires staff verification for completion                                                                                                                                                                                                                                                | Verbal Cues Needed                                                                                                                             | Intermittent Hands-on Assistance                                                                                                                  | Continual Hands-on Assistance                                                                                                  |                                |
| <b>Toileting</b>             | Independent                                                                                                                                                                                                                                                                                            | Verbal Cues Needed                                                                                                                             | Intermittent Hands-on Assistance                                                                                                                  | Continual Hands-on Assistance                                                                                                  | Toileting Plan every 2-4 Hours |
| <b>Eating</b>                | Resident able to independently feed self- requires monitoring by staff for meal completion and monthly weights                                                                                                                                                                                         | Resident requires assistance opening packages, buttering bread or using condiments- requires monitoring of meal completion and monthly weights | Resident requires verbal cues and intermittent assistance to complete meals- requires monitoring by staff for meal completion and monthly weights | Resident requires continual assistance to complete meals- requires monitoring by staff for meal completion and monthly weights |                                |
| <b>Mobility/ Ambulation</b>  | Resident independent with or without assistive device- requires monitoring by staff to ensure use of assistive device                                                                                                                                                                                  | Resident requires assistance of staff to navigate the community                                                                                |                                                                                                                                                   | Resident requires escort to meals and activities                                                                               |                                |
| <b>Medication Management</b> | Medication Management is provided under all Tier Levels. Resident will be evaluated as to the amount of time required by facility staff to monitor, order medications from physician, obtain medication from pharmacy, store medication and provide assistance with self-administration of medication. |                                                                                                                                                |                                                                                                                                                   | <i>Note: Residents who require nurse administered medications should refer to the following row titled "EALR EVALUATION"</i>   |                                |
| <b>EALR EVALUATION</b>       | Two (2)-Person Transfer                                                                                                                                                                                                                                                                                |                                                                                                                                                | Unable to ascend/descend stairs. Requires staff assistance                                                                                        |                                                                                                                                |                                |

|  |                                                                               |                                                      |                                                                 |                                                                                  |                                                          |
|--|-------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------|
|  | Resident requires assistance with eye, ear and/or nose drops by license nurse | Resident requires basic wound care by licensed nurse | Resident requires assistance with ostomy care by licensed nurse | Resident requires assistance with injectables: such as insulin by licensed nurse | Resident Requires nebulizer treatments by licensed nurse |
|--|-------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------|

**NOTE: ANY FEES LISTED UNDER SUPPLEMENTAL, ADDITIONAL AND COMMUNITY FEES (EXHIBITS I.D AND III.B) ARE IN ADDITION TO THE MONTHLY RATE YOU ARE REQUIRED TO PAY.**

**EXHIBIT III.B**  
**COMMUNITY FEE AND SECURITY DEPOSIT**

1. A Community Fee (i.e. Move-In Fee) is a one-time fee that is charge at the time of admission to all new Residents of the Residence. This fee is Seventy-Five (75%) of your Tier Level. This fee is non-refundable.
2. The Operator collects a Security Deposit, at the time of admission, in the amount of \$2,000 from each resident.

**EXHIBIT IV**

**TRANSFER OF FUNDS OR PROPERTY TO OPERATOR**

**EXHIBIT V**

**PROPERTY/ITEMS HELD BY OPERATOR FOR YOU**

**EXHIBIT VI**  
**RULES OF THE RESIDENCE**

1. The Operator is committed to ensuring the well-being and safety of Residents and thus, NO SMOKING is permitted in the Residence. Smoking is permitted in designated area outside the building.
2. All visitors and Residents must sign in and out when entering or leaving the Residence. For Your safety, all absences past 9:00 pm, overnight absences and planned missed meals should be reported to the front desk.
3. All meals are served in the dining room.
4. No storage of perishable food is permitted in Resident rooms outside of the refrigerator.
5. Vitamins, herbal medications and over-the-counter medications (collectively “Medications”) must always be kept under lock and key. In addition, the Operator’s Wellness staff must be aware of all these items, in order to avoid adverse reactions with Your regular medication regimen. This is for Your own safety. All Medications must have a physician’s order on file with the Operator’s Wellness staff.
6. If You are handling Your own Medications, the Operator’s Wellness staff must be informed of Your Medications. Any Medications stored in Your room must be under lock and key.
7. Fire drills, as per fire department regulations, must be attended.
8. You must submit to the Operator, at least on an annual basis, a medical evaluation completed by a provider of Your own choice.
9. You must submit to the Operator proof of all immunizations, TB testing and all other health information to the extent required by the New York State Department of Health within thirty (30) days prior to admission to the Residence.
10. No pets of any kind are permitted in the facility.
11. No alcoholic beverages or recreational drugs are permitted on the premises or in Residents’ units.
12. No overnight visitors are permitted in the Resident's units.
13. Quiet hours are from 10:00 PM to 7:00 AM.

## **EXHIBIT VII**

### **STATEMENT OF RESIDENT RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH

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

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID, A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS. IF THE RESIDENT HAS BEEN FOUND TO LACK CAPACITY TO EXERCISE THESE RIGHTS, AS FOUND BY A COURT OF COMPETENT JURISDICTION TO EXERCISE THESE RIGHTS, THE RIGHTS SHALL BE EXERCISED BY AN INDIVIDUAL, GUARDIAN, OR ENTITY LEGALLY AUTHORIZED TO REPRESENT THE RESIDENT;

## **EXHIBIT VIII**

### **OPERATOR PROCEDURE: RESIDENT GRIEVANCES AND RECOMMENDATIONS**

1. The Operator will post the procedures for the submission of grievances and suggestions in a common and visible area.
2. A Resident Grievance/Suggestion Form will be available at the front desk for Resident use.
3. If you wish to bring Your concerns to the Operator confidentially, You should write them down and place them in the Residence's Suggestion Box in the Activities Room and Your grievance(s) and suggestion(s) will remain confidential.
4. Grievances and suggestions may be handed to the Administrator or Activities Director.
5. Upon receipt of the written grievance or suggestion, the Administrator or Activities Director will evaluate and initiate the action or resolution and protect the rights of those involved and the confidentiality of the Resident.
6. The Operator will inform Residents of action(s) and resolution(s) of Resident grievance(s) while protecting the confidentiality of the Resident.
7. An individual or group grievance or suggestion maybe submitted to Your Resident Council president or may be brought up at the Resident's Council Meeting, which is a self-governing and organized group of Residents of the Residence, and grievances and suggestion will be responded to in writing.
8. Complaints that cannot be resolved by the grievance procedure within the Residence shall be referred to the local Long-Term Care Ombudsman.

The Facilities policy and procedures regarding resident concerns, complaints and grievances are as follows:

## **Resident Concerns, Complaints and Grievances**

### **A. Purpose**

To ensure that resident concerns, complaints and grievances are responded to in an appropriate and timely manner and to provide a mechanism for the receipt, documentation, investigation and response to such complaints and grievances.

### **B. Policy**

Residents will have the opportunity to express their concerns regarding the services provided by Braemar Living at Wallkill without threat or fear of reprisal or discrimination. Complaints, written or verbal, will be investigated and its resolution documented in a timely manner.

### **C. Procedure**

1. At the start of care, the resident will be provided with verbal and written information concerning the procedure by which to voice concerns regarding services provided by Braemar Living at Wallkill.
2. The resident will be informed that complaints can also be submitted to the New York State Department of Health and given the telephone number of the local area office. The resident will also be informed that they may contact the Orange County Ombudsman and be provided with that contact phone number.
3. Braemar Living at Wallkill staff will encourage residents to contact the Braemar Living at Wallkill Administrator to discuss their concerns. These concerns shall be documented in the complaint log.
4. Upon receipt of a complaint or grievance, facility staff will:
  - a. Listen to the complaint expressed by the resident
  - b. Provide Resident Complaint forms to the resident and assist the resident in returning the written complaint to the Braemar Living at Wallkill Administrator
  - c. Notify the appropriate director of the complaint
5. The Director or their designee will:
  - a. Review all returned resident complaint forms
  - b. Maintain a complaint log manual that indicates the date and receipt of the complaint, the name of the resident, nature of the complaint and the resolution of the complaint. When a complaint is received, whether written or verbal, it is to be documented in the log.
  - c. In order to clarify oral complaints, the facility may request that the complainants express their concern in writing or sign the written statement on the Resident Complaint form. However, a complainant's refusal or inability to express a complaint in writing does not absolve the facility from responsibility for its investigation.
6. The Director or their designee will initiate a problem-solving process to deal with the resident complaints:
  - a. Inform the resident that the complaint has been received within 72 hours of receipt

- b. Assess with the resident the exact nature of the complaint and the probable cause of the complaint
  - c. Review and provide a written response to all written complaints and a verbal response (documents as such) to oral complaints within 15 days of the complaint
  - d. Plan appropriate corrective action. Implement a corrective action plan, including an explanation of the complaint investigation findings and the decisions rendered to date in the written response.
  - e. Evaluate the outcome of the implemented corrective action to determine if the cause of the resident concern has been corrected
  - f. The facility notifies the complainant that he/she may complain to the New York State Department of Health or the Orange County Ombudsman at any time
  - g. If the complainant files an appeal, it is to be reviewed and responded to by a member of the governing authority within thirty (30) days of the appeal.
7. The facility Administrator must take appropriate action to expeditiously resolve any deficiencies noted. The records of the complaints and appeals are to be retained for three (3) years from resolution in the facility's corporate site and are made available to representatives of regulatory agencies upon request.
8. The Director will:
- a. Present information regarding the resident' complain/concern to the facility's Quality Improvement Committee
  - b. Respond to the recommendation of the Quality Improvement Committee regarding resident complaints as appropriate
  - c. File completed Resident Complain forms in the facility's Resident Complaint Administrative file
9. The Quality Improvement Committee will:
- a. Review all resident complaints/concerns as appropriate
  - b. Make recommendations relative to resident complaints as appropriate
  - c. Audit all charts of residents who have expressed a complaint, at their next scheduled meeting
  - d. As appropriate, begin the appeals process with review by a member or committee of the governing body within 30 days of receipt of the appeal of the complaint.
10. A locked suggestion box will be provided for further opportunity for residents to offer any anonymous thoughts, suggestions, grievances or complaints by residents at any time. The locked box will be opened by the Administrator and/or Director of Resident Services, and any suggestions or complaints will be documented and reviewed. Such suggestions or complaints will be investigated and, if necessary, corrective actions will be implemented in a timely manner, while protecting the rights of those involved and confidentiality of the resident. In addition, suggestions will be reviewed monthly at the resident council meetings and appropriate department head notification will be made. Complaints will be reviewed at the Resident Council meetings, and a resolution presented within twenty-one days, in a manner that protects Resident privacy.

**ENHANCED ASSISTED LIVING RESIDENCE  
ADDENDUM TO  
RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between The Hamlet at Wallkill, LLC (the "Operator"), \_\_\_\_\_,(the "Resident or You"),  
\_\_\_\_\_  
\_\_\_\_\_(the "Resident's Representative"), and  
\_\_\_\_\_(the "Resident's Legal Representative"). Such Residency Agreement is dated \_\_\_\_\_ - \_\_\_\_\_.

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Braemar Living at Wallkill located at 21 Riverside Drive, Middletown, New York 10941.

II. Physician Report

You have submitted to the Operator a written report from Your physician, which report states that:

- a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence; and
- b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

You have requested to become a Resident at this Enhanced Assisted Living Residence (the "Residence") and the Operator has accepted Your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Services to be provided in the EALR include:

- a. Assistance with medical equipment; and
- b. Nursing services, including:
  - i. Medication administration including eye drops and oral PRN medications;
  - ii. Routine skin care (the application of creams and lotions);
  - iii. Superficial wound treatment and dressing changes;
  - iv. Skilled observations which need to be reported to a physician;
  - v. Injections;
  - vi. Feeding
  - vii. Oxygen assistance (BiPAP, CPAP, concentrators and portable tanks)
  - viii. Catheter Care; and
  - ix. Colostomy care.

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carry out the tasks that the resident requires. When at capacity, the staffing plan for the EALR will include the equivalent of at least two direct care aides available to residents of the EALR program per shift. The staffing plan will be adjusted to meet the acuity needs and census of residents enrolled in the enhanced program. The community is staffed with one full time RN (40 hours per week), and at least one LPNs 16 hours per day.

- c. A resident of enhanced assisted living may receive health care services provided by staff directly employed by the enhanced assisted living residence or by a licensed home care agency. Hudson Valley Home Health Care, LLC, which operates an Article 36 Licensed Home Care Services Agency, will provide health care services to the EALR resident such as:
  - 1. Skilled nursing service; and
  - 11. Home Health Aide services.
- d. Braemar Living at Wallkill, LLC will provide services including, but not be limited to:
  - i. Unskilled assessment and evaluations.
  - 11. Monitoring and supervision.
  - 111. Personal Care.
  - 1v. Medication management.
- e. Enhanced Assisted Living Residents will reside throughout the Community. The entire facility is fully equipped with all the necessary safety devices to protect the health, safety, and welfare of the persons in the Residence, including an automatic sprinkler system, a supervised smoke detection system, a fire protection system, handrails, and a centralized emergency call system.

V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Residence: If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24 Hour Skilled Nursing or Medical Care is Needed

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home, or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

- a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND
- b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND
- c. The Operator agrees to retain You as Resident and to coordinate the care provided by the Operator and the additional nursing, medical or hospice staff; AND
- d. You are otherwise eligible to reside at the Residence.

VII Addendum Agreement Authorization

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident's Representative)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident's Legal Representative)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Operator or Operator's Representative)*



**BRAEMAR LIVING AT WALLKILL  
SPECIAL NEEDS ASSISTED LIVING RESIDENCE  
ADDENDUM TO RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between  
The Hamlet at Wallkill, LLC, (the “Operator”), \_\_\_\_\_, (the  
“Resident or You”), \_\_\_\_\_,  
(the “Resident’s Representative”), and \_\_\_\_\_,  
(the “Resident’s Legal Representative”). Such Residency Agreement is dated  
\_\_\_\_\_.

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

I. Special Needs Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health  
to provide Special Needs Assisted Living at Braemar Living at Wallkill located at  
*(Name of Residence)*  
21 Riverside Drive, Middletown, New York 10941.  
*(Address)*

II. Request for and Acceptance of Admission

You or Your Resident Representative or Legal Representative have requested that  
You become a Resident at this Special Needs Assisted Living Residence (the  
“Residence”) and the Operator has accepted such request.

### III. Specialized Programs, Staff Qualifications and Environmental Modifications

- Specialized services to be provided in the Special Needs Residence include accommodations in a secured unit to prevent elopement, private dining room, a program of activities geared toward residents with memory impairment and additional staff with specialized training in serving residents with dementia or Alzheimer's disease.
- At fully capacity, during the day and evening shifts there are at least three resident aides assigned to the 24-resident secured unit, plus an LPN. During the evening shift there is one resident aide and one LPN assigned to the SNALR. Additionally, other facility staff not specifically assigned to the SNALR are available to assist residents. The Residence employs a full-time Registered Nurse, who oversees the development and implementation of all individualized service plans. The SNALR will also have a full-time dedicated coordinator running the specialized program.
- Staff assigned to serve SNALR residents receive specialized training that includes topics that are specifically applicable to serving residents with dementia or Alzheimer's disease. Staff receives training in how to effectively communicate with residents and general knowledge about Alzheimer's and related disease.
- The Special Needs Assisted Living Residence is a secured unit that is equipped with delayed egress doors to prevent elopement. Throughout the secured unit, window openings are limited to prevent accidents and elopement. The SNALR is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety. These life safety features are also present in the rest of the building. Secured outdoor recreational areas are also available to allow for SNALR residents to safely enjoy the outdoors. The SNALR has its own dining area to allow for staff to accommodate resident's needs and variations in dining schedules.

IV. Addendum Agreement Authorization.

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

Dated: \_\_\_\_\_  
\_\_\_\_\_ *(Signature of Resident)*

Dated: \_\_\_\_\_  
\_\_\_\_\_ *(Signature of Resident's Representative)*

Dated: \_\_\_\_\_  
\_\_\_\_\_ *(Signature of Resident's Legal Representative)*

Dated: \_\_\_\_\_  
\_\_\_\_\_ *(Signature of Operator or Operator's Representative)*