

The Club at Briarcliff Manor

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

This Residency Agreement is made between SL Briarcliff Manor Operator, Inc. doing business as The Club at Briarcliff Manor (hereinafter, the "Operator") and _____ (The "resident" or "You"), _____ "Resident's Representative," if any) and _____ (the "Resident's Legal Representative," if any) who is the Resident's (state relationship).

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 25 Scarborough Road Briarcliff Manor NY 10510, an Assisted Living Residence known as The Club at Briarcliff Manor ("The Residence") as an Enriched Housing Program. The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence and an Enhanced Assisted Living Residence.

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

The purpose of this Agreement is to provide a statement of the services that will be furnished to You at the Residence and the other legal obligations that the Residence will assume. This Agreement also sets forth Your legal obligations to the Residence, both financial and non-financial.

FOR CONSIDERATION RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS

I. Housing Accommodations and Services

Beginning on _____ (the "Effective Date") the Operator shall provide the following housing accommodations and services to You, subject to the terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. Your Apartment. You may occupy and use the apartment or room identified on Exhibit I.A.1 (the "Apartment"), subject to the terms of this Agreement. You may arrange the basic furnishings provided by the Operator, as set forth in paragraph I.A.3, in the Apartment to your liking. You or Your estate will be responsible for removing all of Your furnishings when the Apartment is vacated.

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APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

2019

NYS Department of Health
Reviewer's Initials: JL:f

NY ALR Residency Agreement

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2. Common Areas. You will be provided with the opportunity to use the general purpose rooms at the Residence, such as lounges, dining rooms and activity rooms.

3. Furnishings/Appliances Provided By The Operator. Attached as Exhibit I.A.3 and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your Apartment.

4. Furnishings/Appliances Provided by You. Attached as Exhibit I.A.4 and made a part of this agreement is an inventory of furnishings, appliances and other items supplied by You in Your Apartment. Exhibit I.A.4 also contains any limitations or conditions concerning appliances that are not permitted (e.g., due to amperage concerns, etc.). You are free to furnish the Apartment as You wish provided that You comply with the Rules of the Residence. You may not make any alterations or improvements to the Apartment unless expressly approved in writing by the Residence. Upon installation, any alterations or improvements shall become the property of the Residence. You may not change any lock or add any lock or locking device to the Apartment without the prior written consent of the Residence. The Residence must approve, in advance, any changes or modifications to the Apartment that require the assistance of electricians, contractors or similar professionals. If You obtain approval for any changes or modifications, You will be responsible for restoring the original condition of the Apartment (including costs associated therewith) when the Apartment is vacated, unless the Residence specifically exempts You from this requirement in writing.

B. Basic Services.

The following services ("Basic Services") will be provided to You, in accordance with Your Individualized Services Plan (see Section I.B.10).

1. Meals and Snacks. Three meals per day, served at regularly scheduled times, and unlimited snacks are included in the Basic Care Rate as set forth in Section V.A. The following modified diets will be available to You, if ordered by Your primary physician and included in Your Individualized Service Plan: Mechanical Soft, Puree, No Added Salt, Reduced Concentrated Sweets, Thickened Liquids, and Finger Foods.

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. The Operator will post a monthly schedule of activities in a readily visible common area of the Residence, and will assist in arranging transportation to such activities.

3. Housekeeping. The Operator will provide weekly housekeeping services, including routine maintenance (changing light bulbs, plumbing/heating repairs, assistance with hanging pictures, etc.) and cleaning of the common space and Your Apartment.

4. Linens. When not supplied by You, the Operator shall provide towels and washcloths, pillow, pillowcase, and bed sheets, all clean and in good condition. These items will be laundered once a week and more often if needed. When not supplied by You, the Operator also shall provide a blanket and a bedspread, all clean and in good condition.

5. **Laundry of Personal Clothing.** The Operator will launder Your personal washable clothing as often as is necessary. Clothing that requires dry cleaning is at Your expense.

6. **Supervision on a 24-hour Basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include:

- (a) **Case Knowledge of Your general whereabouts;**
- (b) **Identification of abrupt or progressive changes in Your behavior or health status;**
- (c) **Assisting You with performing basic activities of daily living, including appropriate nutritional intake, personal hygiene, and participation in activities; and**
- (d) **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 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.** The Operator will provide personal care services. Personal care services include some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication, as determined by Your Individualized Service Plan.

9. **Assistance with Storage and Administration of Medications.** The Residence's staff will assist You with medication storage and with self-administration of medication. If you are under the Enhanced Assisted Living level of care, staff can assist with the administration of medication. All medication will be provided as ordered by Your physician and to the extent allowed by New York law and regulations and to the extent set forth in Your Individualized Service Plan.

10. **Development of Individualized Service Plan.** The Operator will develop an individualized plan ("Individualized Service Plan") for You. The Individualized Service Plan will be reviewed and revised every six months or whenever there is a change in health status.

11. **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.

12. **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. Access to Your Apartment

The Residence's staff may enter Your Apartment for any reasonable purpose, including, but not limited to, inspecting Your Apartment, emergency call response, and performing maintenance-related tasks and other services described in this Agreement. Every effort will be made to notify You that a Residence employee will enter or has entered the Apartment for non-routine events. In addition, the Residence is licensed to provide personal care services by the New York State Department of Health. Any duly authorized agent of the New York State Department of Health may enter and inspect the entire Residence at any time without advance notice.

III. Resident Records

The Residence maintains a separate resident record on each of its residents that may contain medical and other personal information. You have the right to review Your record or to authorize, in writing, members of Your family to review Your resident record. All resident information and records are confidential and are not released without Your written consent or the written consent of Your Representative. The New York State Department of Health has the authority to examine such medical records as part of its licensing and investigative activities without Your consent.

IV. Disclosure Statement

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

V. Fees

A. **Basic Rate.** The Resident, Resident's Representative and Resident's Legal Representative Candia Herman-Flaum agree that the Resident or other specified party will pay, and the Operator agrees to accept, the following amount in full payment for the Basic Services described in Section LB of this Agreement (the "Basic Care Rate" or "Rent"). The Basic Care Rate as of the date of this Agreement is based on Your Apartment, as follows:

Assisted Living		
One Bedroom:	Starting at	\$ 8,805.00 /month
Bedroom w/ Den:	Starting at	\$10,195.00 /month
Bedroom:	Starting at	\$10,090.00 /month
Memory Care		
Memory Care Private Studio:	Starting at	\$ 13,625.00/month
Semi Private Studio:	Starting at	\$10,900/month

Additional fees of ~~\$3,285.00~~ \$5,000 per month will apply for a second person residing in Your Assisted Living Apartment.
Additional fees of \$9,000.00 per month will apply for a second person residing in Your Memory Care Apartment.

B. **Tiered/Level of Care Fee Arrangements** A "tiered" or "level of care" fee arrangement is one in which the amount of the fees charged to You depends upon the types of NY ALR Residency Agreement

services provided, the number of hours of care provided per week for some type of service (or, in the case of medications, the number of medication passes per day). The fees for each "tier" or level of care, are set forth in detail at Exhibit III.A.2 and are made a part of this Agreement. This Exhibit describes the types of services provided, the number of hours of care provided per week for personal care service, the number of medication passes per day, the fees for each level of service, and describes who will be providing care, if other than staff of the Operator.

Supplemental fees must be at Resident's option, except in those situations described in Section V.F. of this Agreement. In some cases, the law permits the Operator to charge an additional fee without the express written approval of the Resident (see Section V.F.4).

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. 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.

- 1. Community Fee.** Community Fee. You shall pay, a one-time, non-refundable, Community Fee equal to one month of rent, as stated in Section V.A. above, (the "Community Fee") to the Operator concurrently with the execution of this Agreement which covers the costs described in Exhibit III.B. If You terminate this Agreement at any time or for any reason after the execution of this Agreement, or if the Operator terminates this Agreement at any time or for any reason after the execution of this Agreement (in accordance with the terms of this Agreement), the Operator shall retain the entire amount of the Community Fee. You 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.
- 2. Additional Services.** Additional service, care or amenities are available to You only at your option. Exhibit I.C., attached to and made a part of this Agreement, describes in detail any additional services or amenities available, for an additional fee, from the Operator directly or through arrangements with the Operator (the "Additional Service Fee"). Exhibit I.C. states who will provide such services or amenities, if other than the Operator. Any charges by the Operator, whether a part of the Basic Rate, Supplemental Fee, or Additional Fees, shall be made only for services and supplies that are actually supplied to You. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident as described in Section F. 4.

a. Rate or Fee Schedule. Attached as Exhibits III.A.2 and III.C and made a part of this Agreement are fee schedules, covering both the Basic Rate and any additional or 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. Repair of Property. The Operator reserves the right to charge You, Your Representative and/or Your Legal Representative the cost to repair, or the replacement value of, carpeting, furniture or fixtures in any property of the Residence damaged by You intentionally, willfully, maliciously or unreasonably. Should you wish to contest the imposition of charges, you may do so, and you will be financially responsible for any damages and costs for which you have been found responsible by a court of competent jurisdiction; provided, however, that nothing in this Section V(D) shall be deemed to limit the ability of any party to avail themselves of any legal actions to contest or appeal the proposed imposition of any such costs and fees.

E. Billing and Payment Terms. Payment is due by the 5th day of each month and shall be delivered to the Residence by dropping it off at the Concierge Desk; the Executive Director or Business Office Manager in the Administrative Suite on the Terrace Level (T1) of the main building; or via the US Mail, by mailing it to: The Club at Briarcliff Manor, Attention: Executive Director, 150 Lodge Road, Briarcliff Manor, NY 10510.

A late charge of \$350.00 (Three Hundred Fifty and No/100 Dollars) will be charged monthly for late rent, provided, however, that 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 will be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties. The late charge will be based on the total monthly fee and will not be prorated. In the event the Resident, Resident's Representative or Resident's Legal Representative is no longer able to pay for services provided for in this Agreement or additional services or care required by the Resident, the Operator will assist You in locating an appropriate alternate placement, in accordance with Section XVI of this Agreement.

F. Adjustments to Basic Rate or Additional or Supplemental Fees.

1. You have the right and the Operator will provide You with written notice of any proposed increase of the Basic Care Rate, Level of Care Fees or Additional Service 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 Paragraph 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 to 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
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written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Care Rate or Level of Care Fees upon less than forty-five (45) days written notice.

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

G. Bed Reservation

In the event of Your absence from the Residence for short periods of time for vacation, hospitalization and the like, the Operator agrees to reserve Your Apartment indefinitely as long as you have paid the Basic Care Rate in accordance with Section V.A of this Agreement. This Section V.G does not supersede the requirements for termination as set forth in Section XVI of this Agreement. You may choose to terminate this Agreement rather than reserve Your Apartment, but You must provide the Operator with any notice required under the terms of this Agreement.

VI. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of Your discharge pursuant to Section XVI, but in no case more than three 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 payment and personal allowance accounts at the Residence.

Upon termination, You, Your Representative or Legal Representative must promptly cause all personal possessions to be removed from the Residence. Any of Your money or property that comes into the possession of the Operator after termination will be returned to You within 3 business days of its receipt by the Operator. The Operator will refund any advance payments that you have made, prorated to the date of termination.

If You die, the Operator shall 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 where the Residence is located in order to determine the disposition of the property of Your estate.

VII. Transfer of Funds or Property to Operator

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

VIII. 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.

IX. 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.

X. Tipping

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

XI. Personal Allowance Accounts

The Operator agrees to offer to establish a personal allowance account for any Resident. If you receive either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments, a personal allowance account will be established 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, and have not applied for, 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.

XII. Admission and Retention Criteria for an Assisted Living Residence

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. The Operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the American with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with provisions of those sections.

The Operator is required by New York State Department for Health regulation to conduct an initial pre-admission evaluation of You to determine whether or not You are appropriate for admission.

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 Individualized Services Plan.

If you are admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" annexed hereto will apply.

If you are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Resident Addendum" annexed hereto will apply.

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 XVI of this 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.

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

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

Enhanced Assisted Living care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XIII. 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 Representative(s) agree to obey all reasonable Rules of the Residence.

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

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

Payment of the Basic Care Rate, any authorized Level of Care Fees and Additional, and agreed-to Supplemental or Community Fees as detailed in this Agreement.

Supply of personal clothing and effects.

Payment of all medical expenses and professional services ordered specifically or especially for Resident, including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third party coverage.

At the time of admission and at least once every 12 months, or more frequently if a change in condition warrants it, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health. The medical evaluation submitted at the time of admission may not be based on a medical examination that occurred more than 30 days prior to the admission date.

Informing the Operator promptly of a change in health status, change in physician, or change in medications.

Informing the Operator promptly of any change of name, address and/or phone

number. The Resident's Representative shall be responsible for the following:

EMAIL: _____

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

EMAIL: _____

XV. Term

This Agreement will remain in effect from the Effective Date until amended or terminated by the parties in accordance with the provisions of this Agreement.

XVI. Termination and Discharge

A. Termination By Operator and/or Resident

Document digitally signed using RENTCafe eSignature services. Document ID: 1025125

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

By mutual agreement between You and the Operator;

Upon 30 days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;

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

B. Involuntary Termination

1. The grounds upon which involuntary termination can occur are:

(a) You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;

(b) Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;

(c) 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.

(d) You repeatedly behave in a manner that directly impairs the well-being, care or safety of You or any other resident, or which substantially interferes with the orderly operation of the Residence;

(e) The Operator has had its operating certificate limited, revoked or temporarily suspended, or the Operator has voluntarily surrendered the operation of the facility;

(f) 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.

2. Notice. If the Operator decides to terminate the Residency Agreement

for any of the reasons stated above, the Operator will give You a notice of termination and discharge. The notice shall state the date of such 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 New York State Department of Health.

3. **Your Right to Object.** You may object to the termination to the Operator and You 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 shall not (i) seek to amend the Residency Agreement in effect as of the date of the notice of termination; (ii) fail to provide any of the care and services required by New York State Department of Health regulations and the Residency Agreement; or (iii) engage in any action to intimidate or harass You.

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

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

XVII. Transfer

A. 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. You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. Your behavior poses an imminent risk of death or serious physical injury to You or others; or
3. A receiver has been appointed under the provisions 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.

B. If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XVI 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 XVII.A.1 and XVII.A.2 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.

XVIII. 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 and You agree to abide by such statement of Resident Rights and Responsibilities.

XIX. Complaint Resolution

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

The Operator agrees that the residents of the Residence may organize and maintain a council 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.

XX. Your Liability To Others

You agree to hold harmless and indemnify the Residence from any and all liability for injuries and damages to third parties as a result of your actions or omissions and for which you are found to be legally liable in a court of competent jurisdiction, including attorney's fees. Notwithstanding this provision, however, you retain any and all rights available in law or equity to contest the imposition of any such costs and fees, and to assert any claims you may have against the Operator or any other person or entity for damages, losses, liabilities, obligations, property damage, or other expenses of any type (including attorney's fees and court costs) resulting from, arising out of, or related to the acts or omissions of the Operator, or its employees, agents or contractors.

XXI. Advance Directives

It is the policy of this Residence to ask all prospective residents whether they have executed any advance directives. The term "advance directives" includes health care powers of attorney, living wills, or other documents that describe the amount, level or type of health care that You would want to receive at a time when You can no longer communicate those decisions directly to a physician or other health care professional. It

also includes documents in which You legally appoint another person to make health care decisions for You. If You have executed such documents or if You execute such documents after You move into the Residence, you may inform Residence staff about these documents and supply a copy of Your advance directives to the Residence for inclusion in Your file.

XXII. Authorization and Consent to Release of Medical Information

You hereby authorize Your health care providers to release Your medical information and medical records to the Residence as needed.

XXIII. Incompetency

If You become legally incompetent or are unable to properly care for Yourself or Your property and You have made no other designation of a person or legal entity to serve as Your guardian or conservator, You hereby grant authority to the Residence to apply to a court of competent jurisdiction for the appointment of a conservator or guardian.

XXIV. Miscellaneous Provisions

A. Entire Agreement. This Agreement constitutes the entire Agreement of the parties.

B. Attorney's Fees. In the event any action is brought by either party regarding the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred from the non-prevailing party, in addition to such other relief as the court may deem appropriate.

C. Amendment. 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 applicable statute and regulation shall be null and void.

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

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

F. Notice with Email. Notices required by this Agreement shall be in writing and delivered either by personal delivery, mail or email. If delivered by mail, notices shall be sent by Express Mail, or by certified or registered mail, return-receipt-requested, with all postage and charges prepaid. All notices and other written communications required under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice by the party whose address has changed.

IF TO OPERATOR:

The Club at Briarcliff Manor
25 Scarborough Road Briarcliff Manor, NY 10510
ATTENTION: EXECUTIVE DIRECTOR
EMAIL: 356edbom@seniorlifestyle.com

IF TO RESIDENT:

EMAIL: _____

IF TO RESIDENT TWO:

EMAIL: _____

IF TO RESPONSIBLE PARTY:

EMAIL: _____

G. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as if such unenforceable provision was not included and all other provisions of this Agreement shall continue in full force and effect.

H. No Religious Affiliation. The Residence is not affiliated with any religious organization.

L. Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York, except as to conflicts of laws issues.

J. EXHIBITS. The exhibits attached to and made a part of this Agreement are subject to change at any time upon thirty (30) days prior written notice.

XXV. Operator shall not require You to perform work for Operator unless You are compensated fairly.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

XXVI. 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 or Resident's

Representative)

Dated:

*(Signature of Resident's Legal
Representative)*

Dated:

(Signature of Operator or the Operator's Representative)

(Optional) Personal Guarantee of Payment

I personally guarantees payment of charges for Your Basic Care Rate, Level of Care Fees, and Additional Service Fees.

Dated:

Guarantor's Signature

Guarantor's Name (Print)

(Optional) Guarantor of Payment of Public Funds

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Care Rate, Level of Care Fees and Additional Services Fees from 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.

Dated: 03/13/2025

Guarantor's Signature

Guarantor's Social Security # _____

The Club at Briarcliff Manor

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between SL Briarcliff Manor Operator, Inc. d/b/a The Club at Briarcliff Manor (the "Operator"), (The "resident" or "You"), _____ (the "Resident's Representative," if any) and _____ (the "Resident's Legal Representative," if any). 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 Certification

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at The Club at Briarcliff Manor located at 150 Lodge Road, Briarcliff Manor, NY 10510.

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

Attached as EALR Exhibit No. 1 and made a part of this Agreement is a written description of:

- Services to be provided in the Enhanced Assisted Living Residence;

- **Staffing levels;**
- **Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and**
- **Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.**

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 or Resident's Representative)

Dated:

(Signature of Resident's Legal Representative)

Dated:

(Signature of Operator or the Operator's Representative)

The Club at Briarcliff Manor

ENHANCED ASSISTED LIVING RESIDENCE

ENHANCED ALR EXHIBIT NO. 1

1. Services to be provided in the Enhanced Assisted Living Residence ("EALR"):

The community will provide and/or coordinate services to allow for residents to age in place to the extent practical within the scope of services set forth in the residency agreement. Services will emphasize personal dignity, individual autonomy, independence, privacy and freedom of choice within a flexible setting by providing and/or coordinating supportive services if/when needed to accommodate a resident's changing needs and preferences in order to allow such resident to remain in the community as long as the community is able, willing and authorized to accommodate those current and changing needs.

The community will not admit, retain or care for those individuals who require services beyond those that the community is permitted to provide. A resident shall be admitted and continue to reside and age in place within the EALR provided that the community, the resident's physician, and, if applicable, the resident's licensed or certified home care agency agree that the additional needs of the resident can be safely and appropriately met at the community.

Services available within the EALR include:

- Personal care such as: bathing, dressing, toileting, medication assistance, laundry, housekeeping and planned activities
- Physical assistance of one-two persons to transfer (resident must be partially weight bearing)
- Physical assistance of one person in order to walk
- Physical assistance to propel a wheelchair
- Physical assistance to climb or descend stairs
- Assistance with unmanaged urinary or bowel incontinence (resident must not be resistant to receiving assistance and/ or the incontinence must not be disruptive to community living)

Examples of resident nursing needs that may be provided by the community include:

- Assistance with medical equipment (i.e., change out of Oxygen tanks and new tubing, concentrator change over to portable tank, Glucometer usage, hospital bed usage and assistance with enabler bars)
- Eye drops; inhalers; topical medication
- Injections- insulin including sliding scale; B12; procrit; epinephrine; epogen; forteo (excludes injectable drugs not typically found in a EALR setting such as chemotherapy type injectables)
- Catheter care (help with cleaning and/or changing drainage bag only; condom

catheter changes)

- **Colostomy Care (care of well-healed chronic stomas including wafer changes, emptying and cleaning bag and/or changing colostomy bag)**
- **PRN medication administration**
- **Minor dressing changes (in an emergency community will reinforce wound dressings and immediately call licensed agency engaged to provide skilled wound care services)**
- **Skin care to support the health of minor pressure areas and/or skin tears as ordered by the physician**

If a resident reaches a point where he/she requires 24-hour skilled nursing care etc., the resident may remain at the community only if each of the following conditions is met:

- **Resident hires appropriate nursing, medical, or hospice staff to care for increased needs;**
- **Resident's physician and home care agency both determine and document that, with the provision of such additional nursing, medical, or hospice care, the resident can be safely cared for in the community, and would not require placement in a hospital, nursing home, etc;**
- **Community agrees to retain the resident and to coordinate the care provided by the community and the additional nursing, medical, or hospice staff; and**
- **Resident is otherwise eligible to reside at the community.**

The community shall not accept or retain any person who:

- **Except as noted in detail above, is in need of continual (24 hour) medical or nursing care or supervision;**
- **Suffers from a serious and persistent mental disability sufficient to warrant placement in a residential facility;**
- **Requires health or mental health services which are not available or cannot be provided;**
- **Causes, or is likely to cause, danger to him/herself or others;**
- **Repeatedly behaves in a manner which directly impairs the well-being, care or safety of the resident or other residents, or which substantially interferes with the orderly operation of the facility;**
- **Has a medical condition which is unstable and which requires continual skilled observation of symptoms and reactions or accurate recording of such skilled observations for the purposes of reporting to the resident's physician;**

- Refuses or is unable to comply with a prescribed treatment program, including but not limited to a prescribed medication regimen when such failure causes, or is likely to cause, in the judgment of a physician, life threatening danger to the resident or others;
- Is chronically bedfast;
- Suffers from a communicable disease or health condition which constitutes a danger to other residents or staff;
- Engages in alcohol or drug use, which results in aggressive, destructive and/or disruptive behavior; or
- Is under 62 years of age.

2. **Staffing for EALR:**

The community will provide or arrange for sufficient numbers of qualified staff to provide for resident needs and to safely evacuate residents in case of emergency in accordance with the resident's medical evaluation and individualized Service Plan, applicable professionals' standards of practice and the requirements of the law.

Based on resident needs staffing may include:

On-site nurse at least 20 hours per week to oversee the EALR and Special Needs ALR services

At least 2 Resident Aides at all times

3. **Staff education, training and work experience:**

The Community's interview process targets applicants with experience working with the seniors in an assisted living environment. Candidates must have the desire to understand the needs of the community's resident population and possess a patient demeanor. Orientation will include State regulations, all of the community's policies and procedures, and specialized dementia training.

Resident Care Aide/Home Health Aide Trainees participate in medication training and are tested for comprehension and retention. Trainees also shadow for a minimum of 40 hours before taking a supervised test. Staff is constantly observed and evaluated by the AL Manager. Additionally, on-the-job training is implemented on a daily basis. All policies and procedures are designed to reflect the highest quality of resident care.

4. **Environmental modifications that have been made to protect the health, safety and welfare of residents:**

Sprinkler systems have been modified to include coverage of resident room bathrooms, resident room closets and attic spaces throughout the building.

The community's call system has been modified to include pull cords in every resident apartment living space and bathroom.

EXHIBIT I.A.1

IDENTIFICATION OF ROOM

Apartment#:401

Check one that applies:

Private

Semi-private

DME4504192.2

EXHIBIT LA3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

[SEE ATTACHED]

EXHIBIT LC

We encourage You to personally furnish Your apartment with items that are important to you and that reflect your personal taste. We also encourage you to bring your own items of furniture.* However, if you prefer, we will provide you with the following items:

- Standard, single bed
- Chair
- Bedside table
- Lamp with shade
- Individual dresser and closet space for storage of resident clothing
- Lockable storage facilities for personal articles and medication which cannot be removed at will if the individual room or apartment is not equipped with a lock
- Household supplies such as toilet tissue

* Please keep in mind that all items need to be clean, safe and in serviceable condition. We reserve the right to refuse any item that is soiled, unsanitary or unsafe.

EXHIBIT LC

FURNISHINGS/APPLIANCES PROVIDED BY YOU

EXHIBIT LC

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are optional and available to the Resident, should they desire such service. These items are available from the Operator directly or through arrangements with the Operator for the following additional charges:

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Business Services		
Key Replacement	\$50	Operator
Fob Replacement	\$50	Operator
Insufficient Funds Fee (<i>bounced check</i>)	\$35.00/check	Operator
Late Payment Fee	\$350.00/month	Operator
Safety Pendant Replacement Fee	\$350.00/each	Operator
Fee for Moving	\$250/hour per mover	Operator
Clerical Services		
Basic Cable	Included	Third Party
Premium Cable	At Cost	Third Party
Phone	At Cost	Third Party
Internet	Common areas included. Individual apartment/at cost	Third Party
Photocopies	\$1.00/page	Operator

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Beauty Salon	At cost (price as posted)	Salon Operator
Fax- Incoming	\$.25/page	Operator
Guest/Visitor Meals		
Breakfast	\$10.00	Operator
Lunch	\$15.00	Operator
Dinner	\$20.00	Operator
Kids Meals-under age 12	\$8.00 Lunch/ \$10.00 Dinner	Operator
Alcoholic Beverages	Prices reflected on menu	Operator
Meal Tray Delivery/Pick Up (<i>no fee for sick trays</i>)	\$5.00/delivery, \$2.00/pick up	Operator
Personal Care Charges		
Additional Showers (beyond 3/week)	\$40/every 30 minutes (30 minute minimum)	Operator
Additional Housekeeping (beyond 1 day/week)	\$40/hour (minimum 1 hour)	Operator
Additional Laundry (beyond 2 loads/week)	\$30/load	Operator
Insulin Injections	\$500/month	Operator
Storage 4x4x4	\$110.00/month	Operator
Maintenance Services		

*Fee applies when a resident chooses to move to a different apartment and includes boxing of items as needed and moving all items, including furniture.

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Customized Maintenance Services	\$60.00/hour (min. 1 hour)	Operator
Miscellaneous		
Additional Transportation Services (Note: Based on availability; requires at least 72 hours written notice)	12 mile radius \$2.00/mile additional over	Operator
Incontinent Supplies	At Cost	Third Party Provider
Medical Supplies/Equipment	At Cost	Third Party Provider
Medical Services -- including but not limited to pharmacy; Physical, Occupational, and Speech therapy; Nursing Services; Laboratory; Home Health	At Cost	Third Party Provider
Pet Fee	\$600	Operator

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The Provider(s) offering home care or personal care services at the community under an arrangement with the Operator are as follows:

Provider:

Operating Certificate Number: 9620L001

Concept: CARE, Inc., a licensed Home Health Care Agency

This list will be updated as frequently as necessary.

DISCLOSURE STATEMENT

SL Briarcliff Manor Operator, Inc. (the "Operator"), as operator of The Club at Briarcliff Manor (the "Residence"), located at 150 Lodge Road, Briarcliff Manor, NY 10510, hereby discloses the following as required by Public Health Law section 4658(3):

1. The Consumer Information Guide developed by the New York State Commissioner of Health is attached as Exhibit IV-A of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate at 150 Lodge Road, Briarcliff Manor, NY 10510 as an Assisted Living Residence as well as an Enriched Housing Program. The Operator is also certified to operate at this location as an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:
 - a. Enhanced Assisted Living services for up to a maximum of 108 persons
 - b. Special Needs Assisted Living services for up to a maximum of 37 persons

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

It is important to note that the Operator is currently approved to accommodate with the Enhanced Assisted Living and Special Needs Assisted Living programs only up to the numbers of persons stated above. If you become appropriate for Enhanced Assisted Living services or Special Needs Assisted Living services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living program or 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 representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or the Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your Apartment within the Residence.

3. The owner of the real property upon which the Residence is located is SHI-III Briarcliff REIT, LLC. The mailing address of the real property owner is 303 East Wacker Drive, Suite 2400, Chicago, IL 60601. The following individual is

authorized to accept personal service on behalf of the real property owner: Stephen J. Levy.

4. The Operator of the Residence is SL Briarcliff Manor Operator, Inc. The mailing address of the Operator is 303 East Wacker Drive, Suite 2400, Chicago, IL 60601. The individual authorized to accept personal service on behalf of the Operator is the Stephen J. Levy.
5. There is no ownership interest in excess of 10% on the part of the Operator (whether a legal or beneficial interest) in any entity which provides care, material, equipment or other services to residents of the Residence.
6. There is no ownership interest in the Operator 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.
7. Should it be necessary for You to receive health services not covered by fees under the Residency Agreement, You may receive such services from the health care provider of Your choice whether or not the Operator has an arrangement with the provider. In such situations, You will enter into a payment agreement directly with the health care provider. In certain circumstances, government programs such as Medicare or Medicaid may pay for these additional medical services.
8. You shall have the right to choose Your health care providers, notwithstanding any other agreement to the contrary.
9. Public funds for payment for certain residential, supportive or home health services are available for eligible individuals. Such public funds include Medicare coverage of qualifying home care services.
10. The New York State Department of Health's toll free telephone number for reporting complaints regarding the services provided by the Operator is 1-866-893-6772.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. The local LTCOP telephone number is (914) 345-5900, extension 298. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

EXHIBIT III.A.2

TIERED FEE ARRANGEMENTS

LEVELS OF CARE

[SEE ATTACHED]

Service Care Review ~ Level of Care Assessments

The Operator performs a care assessment for each resident using Care Manager, which is a computerized assessment tool. The assessment consists of several sections such as grooming, dressing and others. Each section has multiple categories. Each category has numerous choices of services, some of which (but not all) may equate to point values. The point values determine the fee for the Level of Care for both Personal Care and Medication Management. This process allows each resident to receive an individualized assessment which can be tailored to reflect the resident's true condition, needs, desires, preferences and capabilities. Assessments will be done before move-in, after one month, every six months, and upon change of condition.

(Note: A re-assessment does not necessarily equate to an increase in the Level of Care and/or fee.)

Assessment Sections and Categories

I. Functional Capabilities

- A. Grooming
- B. Bathing (note AM/PM preference)
- C. Dressing
- D. Eating (with/without dentures)
- E. Tray Service (explain "sick tray")
- F. Dietary (note diet/allergies/preferences)
- G. Vision (note impairment/glasses/contacts)
- H. Hearing (note impairment/hearing aid)
- I. Speech (note impairment)
- J. Toileting (note incontinence and supplies)
- K. Stability (note potential fall risk)
- L. Transfer Ability
- M. Escorting
- N. Assistive/Adaptive Devices (note all used)

IV. Special Medical Needs

- A. Oxygen (note availability of portable O₂)
- B. Breathing Treatments
- C. Diabetes (note if Insulin dependent)
- D. Joint Limitations (note prosthesis)
- E. Skin Care
- F. Healing Wounds/Bedsores
(note service by any Third Party)
- G. Indwelling Urinary Catheter
(note service by any Third Party)
- H. Colostomy/Ileostomy
(note service by any Third Party)
- I. Enema/Suppository
- J. Coordination of Services
- K. Weight Loss/Gain
- L. Lab Work (note service by any Third Party)
- M. Vital Signs

II. Psycho/Social Capabilities

- A. Socialization/Spiritual (note preferences)**
- B. Traumatic Events**
- C. Telephone Use**
- D. Transportation**
- E. Financial Management (note POA)**
- F. Shopping (if this service is offered)**
- G. Housekeeping**
- H. Laundry**
- I. Pet Care (note pet's name)**

III. Cognitive Capabilities

- A. Level Of Awareness**
inhalers) (note Mental Health issues/Alcohol or
resident) Substance Abuse/Sleep patterns or habits)
Medicating only)
- B. Time/Place Orientation**
- C. Wandering (note use of Wander Guard)**

V. Medication Management

- A. Medication Set-up (for Self-Medicating only)**
- B. Medication Delivery (note pain management)**
- C. Medication Prompting (for Self-Medicating only)**
- D. Special Medications/Treatments (note routine,**
special, PRN meds/drops/inhalers and/or treatments.
note service [e.g.: treatment(s)] by any Third Party)
- E. Injections (if this service is offered)**
- F. Medications Requiring Health Assessment**
(note use of narcotics/psychotropics/blood thinners/
heart medications/antibiotics/metered dose
- G. Pharmacy (note Pharmacy chosen by**
- H. Medication Counseling (for Self-**

Understanding Levels of Care

After the individualized assessment has been completed, the Level of Care can be computed for both Personal Care and Medication Management. In the assessment, a pre-determined numeric value (that reflects the complexity of the service) is assigned to each item in the category of service to be rendered.

Personal Care has Levels of Care #1-4. The points are totaled and the number will fall into a point range for Levels of Care-- (See next page for the range of points, and the pricing for services, based on the Level of Care.)

During the assessment process each resident and/or family selects services that they need and/or desire. Following are general guidelines that outline the types of services that are available and can be provided by *Senior Lifestyle Corporation* personnel.

Basic Care Services:

Basic Monthly Services include oversight, monitoring and supervision of residents, as well as your choice of available apartments, all utilities except telephone and cable TV, an emergency call system with 24 hour response, three restaurant style meals each day, stimulating activities and social events, scheduled transportation, access to the Wellness Everyday™ program, weekly housekeeping, linen change and laundry service, maintenance of the apartment, common areas and grounds.

Personal Care Fees:

The Personal Care Fee is derived by assigning the Resident to an appropriate Care Level of Care, as determined by participation of the Resident and/or their authorized agent in a comprehensive assessment performed by the Health and Wellness Director, or Nurse designee, prior to move-in and periodically (at least every six months or upon a change of condition) throughout the resident's stay. If the comprehensive assessment indicates that you require care services in excess of our basic services, you will be placed in one of the additional Levels of Care and you will be required to pay the associated additional fee defined below. You or Your Representative have the right to be properly informed and in agreement to the additional fees prior to providing the services.

Medication Management Fees:

The Medication Management Fee is derived by assigning the Resident to an appropriate

DM2450492.2

Medication Level of Care, as determined by participation of the Resident and/or their authorized agent in a comprehensive assessment performed by a representative of the Community prior to move-in and periodically (at least every six months or upon change of condition) throughout the resident's stay. The following Medication Management may include any combination of the following services: consultation with the resident's personal Physician(s), liaison with pharmacy and Pharmacist, ordering/re-ordering and scheduling delivery, scheduled review by licensed personnel, assistance with administering medications according to physician's orders and the keeping of medication records. If the comprehensive assessment indicates that you require medication services, your individual needs will be added to the Levels of Care that will be part of your total Level of Care fee. (Note: You will specify the pharmacy provider of your choice.)

Levels of Care by Point Ranges and Fees

Personal Care Fees
[Personal Care: as described on prior page]

<i>Level</i>	<i>Points</i>	<i>Fees</i>
AL Level 1	0 - 2	Rent + \$250.00
AL Level 2	3 - 12	Rent + \$600.00
AL Level 3	13 - 25	Rent + \$1,400.00
AL Level 4	26 - 37	Rent + \$2,100.00
AL Level 5	38 - 999	Rent + \$3,400.00
MC Level 3	0 - 25	Rent + \$ 1,100.00
MC Level 4	26 - 37	Rent + \$ 2,100.00
MC Level 5	38 - 999	Rent + \$ 3,100.00

All fees are charged on a monthly basis and may be subject to change based on level of care needs as determined by periodic (at least every six months or upon change of condition) assessments.

EXHIBIT III.B.
COMMUNITY FEES

The Community Fee described in Section V.C.1. of this Agreement is a one-time, non-refundable fee payment, and is to be paid at the time this Agreement is executed. The Community Fee covers costs associated with community improvements and activities.

The Community Fee payment is equal to one month rent and it is determined by the type of Apartment selected. Apartment types and their associated rental rates are found in Section V.A. and Exhibit III.C of this Agreement.

RATE OR FEE SCHEDULE

The Basic Care Rate as of the date of this Agreement is based on Your Apartment, as follows:

Assisted Living

One Bedroom:	starting	at	\$8,805.00/month
One Bedroom w/ Den:	starting	at	\$10,195.00/month
Two Bedroom:	starting	at	\$10,090 /month

Memory Care

Memory Care Private Studio:	starting at	\$ 13,625/month
Semi Private Studio:	starting at	\$10,900/month

Additional fees of \$3,285 per month will apply for a second person residing in Your Assisted Living Apartment.

Additional fees of \$9,000 per month will apply for a second person residing in Your Memory Care Apartment.

CONSUMER INFORMATION GUIDE

[SEE ATTACHED]

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

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INTRODUCTION

This consumer information guide will help you decide if an assisted living residence is right for you and, if so, which type of assisted living residence (ALR) may best serve your needs.

There are many different housing, long-term care residential and community based options in New York State that provide assistance with daily living. The ALR is just one of the many residential community-based care options.

The New York State Department of Health's (DOH) website provides information about the different types of long-term care at www.nyhealth.gov/facilities/long_term_care/.

More information about senior living choices is available on the New York State Office for the Aging website at www.aging.ny.gov/ResourceGuide/Housing.cfm.

A glossary for definitions of terms and acronyms used in this guide is provided on pages 10 and 11.

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

An Assisted Living Residence is a certified adult home or enriched housing program that has additionally been approved by the DOH for licensure as an ALR. An operator of an ALR is required to provide or arrange for housing, twenty-four-hour on-site monitoring, and personal care services and/or home care services in a home-like setting to five or more adult residents.

ALRs must also provide daily meals and snacks, case management services, and is required to develop an individualized service plan (ISP). The law also provides important consumer protections for people who reside in an ALR.

ALRs may offer each resident their own room, a small apartment, or a shared space with a suitable roommate. Residents will share common areas, such as the dining room or living room, with other people who may also require assistance with meals, personal care and/or home care

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services.

The philosophy of assisted living emphasizes personal dignity, autonomy, independence, privacy, and freedom of choice. Assisted living residences should facilitate independence and help individuals to live as independently as possible and make decisions about how they want to live.

WHO OPERATES ALRs?

ALRs can be owned and operated by an individual or a for-profit business group or corporation, a not-for-profit organization, or a government agency.

PAYING FOR AN ALR

It is important to ask the ALR what kind of payment it accepts. Many ALRs accept private payment or long term care insurance, and some accept Supplemental Security Income (SSI) as the primary method of payment. Currently, Medicaid and Medicare will NOT pay for residing in an ALR, although they may pay for certain medical services received while in the ALR.

Costs vary among ALRs. Much of the variation is due to the types and level of services provided and the location and structure of the residence itself.

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

There are three types of ALRs: Basic ALRs (ALR), Enhanced ALRs (EALR), and Special Need ALRs (SNALR). The services provided, offered or permitted vary by type and can vary from residence to residence. Prospective residents and their representatives should make sure they understand the type of ALR, and be involved in the ISP process (described below), to ensure that the services to be provided are truly what the individual needs and desires.

Basic ALR: A Basic ALR takes care of residents who are medically stable. Residents need to have an annual physical exam, and may need routine medical visits provided by medical personnel onsite or in the community.

Generally, individuals who are appropriately served in a Basic ALR are those who:

- Prefer to live in a social and supportive environment with 24-hour supervision;
- Have needs that can be safely met in an ALR;
- May be visually or hearing impaired;
- May require some assistance with toileting, bathing, grooming, dressing or eating;
- Can walk or use a wheelchair alone or occasionally with assistance from another person, and can self-transfer;
- Can accept direction from others in time of emergency;
- Do not have a medical condition that requires 24-hour skilled nursing and medical care;
or
- Do not pose a danger to themselves or others.

The Basic ALR is designed to meet the individual's social and residential needs, while also encouraging and assisting with activities of daily living (ADLs). However, a licensed ALR may also be certified as an Enhanced Assisted Living Residence (EALR) and/or Special Needs Assisted Living Residence (SNALR) and may provide additional support services as described below.

Enhanced ALR (EALR): Enhanced ALRs are certified to offer an enhanced level of care to serve people who wish to remain in the residence as they have age-related difficulties beyond what a Basic ALR can provide. To enter an EALR, a person can "age in place" in a Basic ALR or enter directly from the community or another setting. If the goal is to "age-in-place," it is important to ask how many beds are certified as enhanced and how your future needs will be met.

People in an Enhanced ALR may require assistance to get out of a chair, need the assistance of another to walk or use stairs, need assistance with medical equipment, and/or need assistance to manage chronic urinary or bowel incontinence.

An example of a person who may be eligible for the Enhanced ALR level of care is someone with a condition such as severe arthritis who needs help with meals and walking. If he or she later becomes confined to a wheelchair and needs help transferring, they can remain in the

Enhanced ALR.

The Enhanced ALR must assure that the nursing and medical needs of the resident can be met in the facility. If a resident comes to need 24-hour medical or skilled nursing care, he/she would need to be transferred to a nursing facility or hospital unless all the criteria below are met:

- a) The resident hires 24-hour appropriate nursing and medical care to meet their needs;
- b) The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR;
- c) The operator agrees to provide services or arrange for services and is willing to coordinate care; and
- d) The resident agrees with the plan.

Special Needs ALR (SNALR): Some ALRs may also be certified to serve people with special needs, for example Alzheimer's disease or other types of dementia. Special Needs ALRs have submitted plans for specialized services, environmental features, and staffing levels that have been approved by the New York State Department of Health.

The services offered by these homes are tailored to the unique needs of the people they serve. Sometimes people with dementia may not need the more specialized services required in a Special Needs ALR, however, if the degree of dementia requires that the person be in a secured environment, or services must be highly specialized to address their needs, they may need the services and environmental features only available in a Special Needs ALR. The individual's physician and/or representative and ALR staff can help the person decide the right level of services.

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

ALR	EALR	SNALR
ALR	EALR	SNALR
Provides a furnished room, apartment or shared space with common shared areas	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities.	X	X
Periodic medical visits with providers of resident choice are arranged	X	X
Medication management assistance	X	X
24 hour monitoring by support staff is available on site	X	X
Case management services	X	X
Individualized Service Plan (ISP) is prepared	X	X
Assistance with walking, transferring, stair climbing and descending stairs, as needed, is available		X
Intermittent or occasional assistance from medical personnel form approved community resources is available	X	X

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before making a decision to apply for residence. Look around, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.

Ask to examine an “open” or “model” unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available or can be installed. Remember charges may be added for any special modifications requested.

It is important to keep in mind what to expect from a residence. It is a good idea to prepare a list of questions before the visit. Also, taking notes and writing down likes or dislikes about each residence is helpful to review before making a decision.

THINGS TO CONSIDER: When thinking about whether a particular ALR or any other type of community-based housing is right, here are some things to think about before making a final choice.

Location: Is the residence close to family and friends?

Licensure/Certification: Find out the type of license/certification a residence has and if that certification will enable the facility to meet current and future needs.

Costs: How much will it cost to live at the residence? What other costs or charges, such as dry cleaning, cable television, etc., might be additional? Will these costs change?

Transportation: What transportation is available from the residence? What choices are there for people to schedule outings other than to medical appointments or trips by the residence or other group trips? What is within safe walking distance (shopping, park, library, bank, etc.)?

Place of worship: Are there religious services available at the residence? Is the residence near places of worship?

Social organizations: Is the residence near civic or social organizations so that active participation is possible?

Shopping: Are there grocery stores or shopping centers nearby? What other type of shopping is enjoyed?

Activities: What kinds of social activities are available at the residence? Are there planned outings which are of interest? Is participation in activities required?

Other residents: Other ALR residents will be neighbors, is this a significant issue or change from current living arrangement?

Staff: Are staff professional, helpful, knowledgeable and friendly?

Resident Satisfaction: Does the residence have a policy for taking suggestions and making improvements for the residents?

Current and future needs: Think about current assistance or services as well as those needed in several years. Is there assistance to get the services needed from other agencies or are the services available on site?

If the residence offers fewer Special Needs beds and/or Enhanced Assisted Living beds than the total capacity of the residence, how are these beds made available to current or new residents? Under what conditions require leaving the residence, such as for financial or for health reasons? Will room or apartment changes be required due to health changes? What is the residence's policy if the monthly fee is too high or if the amount and/or type of care needs increase?

Medical services: Will the location of the facility allow continued use of current medical personnel?

Meals: During visit, eat a meal. This will address the quality and type of food available. If, for cultural or medical reasons, a special diet is required, can these types of meals be prepared?

Communication: If English is not the first language and/or there is some difficulty communicating, is there staff available to communicate in the language necessary? If is difficulty hearing, is there staff to assist in communicating with others?

Guests: Are overnight visits by guests allowed? Does the residence have any rules about these visits? Can a visitor dine and pay for a meal? Is there a separate area for private meals or gatherings to celebrate a special occasion with relatives?

WHO CAN HELP YOU CHOOSE AN ALR? When deciding on which ALR is right, talk to family members and friends. If they make visits to the residences, they may see something different, so ask for feedback.

Physicians may be able to make some recommendations about things that should be included in any residence. A physician who knows about health needs and is aware of any limitations can provide advice on your current and future needs.

Before making any final decisions, talking to a financial advisor and/or attorney may be appropriate. Since there are costs involved, a financial advisor may provide information on how these costs may affect your long term financial outlook. An attorney review of any documents may also be valuable. (e.g., residency agreement, application, etc.)

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

An evaluation is required before admission to determine eligibility for an ALR. The admission criteria can vary based on the type of ALR. Applicants will be asked to provide results of a physical exam from within 30 days prior to admission that includes a medical, functional, and mental health assessment (where appropriate or required). This assessment will be reviewed as part of the Individualized Service Plan (ISP) that an ALR must develop for each resident.

The ISP is the “blueprint” for services required by the resident. It describes the services that need to be provided to the resident, and how and by whom those services will be provided. The ISP is developed when the resident is admitted to the ALR, with the input of the resident and his or her representative, physician, and the home health care agency, if appropriate. Because it is based on the medical, nutritional, social and everyday life needs of the individual, the ISP must be reviewed and revised as those needs change, but at least every six months.

APPLYING TO AN ALR

The following are part of entering an ALR:

An Assessment: Medical, Functional and Mental: A current physical examination that includes a medical, functional and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required form.

An application and any other documents that must be signed at admission (get these from the residence). Each residence may have different documents. Review each one of them and get the answers to any questions.

Residency Agreement (contract): All ALR operators are required to complete a residency agreement with each new resident at the time of admission to the ALR. The ALR staff must disclose adequate and accurate information about living in that residence. This agreement determines the specific services that will be provided and the cost. The residency agreement must include the type of living arrangements agreed to (e.g., a private room or apartment); services (e.g., dining, housekeeping); admission requirements and the conditions which would

require transfer; all fees and refund policies; rules of the residence, termination and discharge policies; and resident rights and responsibilities.

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department's website at:

http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf.

Review the residency agreement very carefully. There may be differences in each ALR's residency agreement, but they have to be approved by the Department. Write down any questions or concerns and discuss with the administrator of the ALR. Contact the Department of Health with questions about the residency agreement. (See number under information and complaints)

Disclosure Statement: This statement includes information that must be made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services. The disclosure statement should be reviewed carefully.

Financial Information: Ask what types of financial documents are needed (bank statements, long term care insurance policies, etc.). Decide how much financing is needed in order to qualify to live in the ALR. Does the residence require a deposit or fee before moving in? Is the fee refundable, and, if so, what are the conditions for the refund?

Before Signing Anything: Review all agreements before signing anything. A legal review of the documents may provide greater understanding. Understand any long term care insurance benefits. Consider a health care proxy or other advance directive, making decision about executing a will or granting power of attorney to a significant other may be appropriate at this time.

Resident Rights, Protection, and Responsibilities: New York State law and regulations guarantee ALR residents' rights and protections and define their responsibilities. Each ALR operator must adopt a statement of rights and responsibilities for residents, and treat each resident according to the principles in the statement. For a list of ALR resident rights and responsibilities visit the Department's website at

http://www.nyhealth.gov/facilities/assisted_living/docs/resident_rights.pdf. For a copy of an individual ALR's statement of rights and responsibilities, ask the ALR.

LICENSING AND OVERSIGHT

ALRs and other adult care facilities are licensed and inspected every 12 to 18 months by the New York State Department of Health. An ALR is required to follow rules and regulations and to renew its license every two years. For a list of licensed ALRs in NYS, visit the Department of Health's website at

www.nyhealth.gov/facilities/assisted_living/licensed_programs_residences.htm.

INFORMATION AND COMPLAINTS

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871.

Glossary of Terms Related to Guide

Activities of Daily Living (ADL): Physical functions that a person performs every day that usually include dressing, eating, bathing, toileting, and transferring.

Adult Care Facility (ACF): Provides temporary or long-term, non-medical, residential care services to adults who are to a certain extent unable to live independently. There are five types of adult care facilities: adult homes, enriched housing programs, residences for adults, family-type homes and shelters for adults. Of these, adult homes, enriched housing programs, and residences for adults are overseen by the Department of Health. Adult homes, enriched housing programs, and residences for adults provide long-term residential care, room, board, housekeeping, personal care and supervision. Enriched housing is different because each resident room is an apartment setting, i.e. kitchen, larger living space, etc. Residences for adults provide the same services as adult homes and enriched housing except for required personal care services.

Adult Day Program: Programs designed to promote socialization for people with no significant medical needs who may benefit from companionship and supervision. Some programs provide specially designed recreational and therapeutic activities, which encourage and improve daily living skills and cognitive abilities, reduce stress, and promote capabilities.

Adult Day Health Care: Medically-supervised services for people with physical or mental health impairment (examples: children, people with dementia, or AIDS patients). Services include: nursing, transportation, leisure activities, physical therapy, speech pathology, nutrition assessment, occupational therapy, medical social services, psychosocial assessment, rehabilitation and socialization, nursing evaluation and treatment, coordination of referrals for outpatient health, and dental services.

Aging in Place: Accommodating a resident's changing needs and preferences to allow the resident to remain in the residence as long as possible.

Assisted Living Program (ALP): Available in some adult homes and enriched housing programs. It combines residential and home care services. It is designed as an alternative to nursing home placement for some people. The operator of the assisted living program is responsible for providing or arranging for resident services that must include room, board, housekeeping, supervision, personal care, case management and home health services. This is a Medicaid funded service for personal care services.

Disclosure Statement: Information made known to an individual before signing the residency
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agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services.

Health Care Facility: All hospitals and nursing homes licensed by the New York State Department of Health.

Health Care Proxy: Appointing a health care agent to make health care decisions for you and to make sure your wishes are followed if you lose the ability to make these decisions yourself.

Home Care: Health or medically related services provided by a home care services agency to people in their homes, including adult homes, enriched housing, and ALRs. Home care can meet many needs, from help with household chores and personal care like dressing, shopping, eating and bathing, to nursing care and physical, occupational, or speech therapy.

Instrumental Activities of Daily Living (IADL's): Functions that involve managing one's affairs and performing tasks of everyday living, such as preparing meals, taking medications, walking outside, using a telephone, managing money, shopping and housekeeping.

Long Term Care Ombudsman Program: A statewide program administered by the New York State Office for the Aging. It has local coordinators and certified ombudsmen who help resolve problems of residents in adult care facilities, assisted living residences, and skilled nursing facilities. In many cases, a New York State certified ombudsman is assigned to visit a facility on a weekly basis.

Monitoring: Observing for changes in physical, social, or psychological well being.

Personal Care: Services to assist with personal hygiene, dressing, feeding, and household tasks essential to a person's daily living.

Rehabilitation Center: A facility that provides occupational, physical, audiology, and speech therapies to restore physical function as much as possible and/or help people adjust or compensate for loss of function.

Supplemental Security Income (SSI): A federal income supplement program funded by general tax revenues (not Social Security taxes). It is designed to help aged, blind, and disabled people, who have little or no income; and it provides cash to meet basic needs for food, clothing and shelter. Some, but not all, ALRs may accept SSI as payment for food and shelter services.

Supervision: Knowing the general whereabouts of each resident, monitoring residents to identify changes in behavior or appearance and guidance to help residents to perform basic activities of daily living.

EXHIBIT V

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

EXHIBIT VI

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

EXHIBIT XI

RULES OF THE RESIDENCE

[SEE ATTACHED]

THE CLUB AT BRIARCLIFF MANOR

Assisted Living Rules and Regulations and Resident Handbook

RESIDENCY POLICY

It is the policy of The Club at Briarcliff Manor Enriched Housing Program to admit residents in to our community and provide services without distinction due to color, race, religion, national origin or handicap.

The Club at Briarcliff Manor complies fully with:

- **Title VI of the Civil Rights Act of 1964**
- **Section 504 of the Rehabilitation Act of 1973**
- **The Age Discrimination Act of 1975**
- **The Americans with Disabilities Act of 1990**

The Club at Briarcliff Manor Rules and Regulations and Resident Handbook

WELCOME TO YOUR NEW HOME

The Club at Briarcliff Manor is a wonderful option for senior adult living, combining the assistance you need with the independence you cherish. At The Club at Briarcliff Manor, we are dedicated to meeting the physical, emotional, social, and spiritual needs of our residents. We encourage each resident to be as independent as possible, to maintain community contacts, and to continue the pursuit of lifelong activities and interests. We focus on maintaining or improving the capabilities of each resident, with an emphasis on abilities rather than disabilities. This handbook offers an overview of our policies and services. Please direct any questions regarding this information to the Executive Director. We are here to serve you!

The Club at Briarcliff Manor Leadership Team:

(Executive Director)

Direct Line: (951) 858-7258

(Health and Wellness Director)

Direct Line: (914) 373-2611

(Director of Resident Family Services)

Direct Line: 914-373-2584

(Assistant Director of Health and Wellness)

Direct Line: 914-373-2633

(Director of Sales and Marketing)

Direct Line: (914) 373-2624

(Housekeeping and Maintenance Director)

Direct Line: (914) 987-2745

(Director of Memory Care)

Direct Line: (914) 373-2630

(Director of Resident Programs)

Direct Line: (201) 952-2075

(Business Office)
Direct Line: (914) 373-2622

(Dining Director)
Direct Line: (914) 373-2629

(Hospitality Director)
Concierge: 914-373-2545

WEEKEND COVERAGE AND MANAGER-ON- DUTY

Although the majority of the staff is on duty Monday through Friday, an appropriate number of staff is on weekend duty. In addition to our regularly scheduled team of dining services and resident care staff members, there is security personnel in the evening and overnight hours. In addition there is a member of the management team designated as "Manager-On-Duty" each weekend on a rotating basis. This individual is available as needed for management supervision on the weekends. The Manager-On-Duty is present at the Community from 9 a.m. to 5 p.m. Saturdays and Sundays, and on holidays. Signage designating the current Manager on Duty is posted by the Concierge daily.

MAIL

Your new address is:
The Club at Briarcliff Manor
25 Scarborough Road, Apt # (please make sure to include your specific apartment number)
Briarcliff Manor, NY 10510

Each resident has a mailbox located on the main level near the concierge desk. Each resident will be given a key to their mailbox at the time they receive their apartment key. Items that do not fit in to the mailbox will be left at the concierge desk and may be picked up or delivered to your apartment. Outgoing mail may be deposited in the outgoing mail slots in the mail room. Our staff will be happy to help you with change of address notifications, or an authorization to hold your mail if you plan to be out of town.

We cannot accept C.O.D. deliveries on your behalf. The delivery of large items, such as furniture or other items requiring special handling needs to be scheduled and coordinated with the concierge desk. It is requested that you be present when large items are expected. Please note we are not responsible for the contents or conditions of perishables delivered in the absence of the resident, including but not limited to groceries, flowers, etc.

Please contact the concierge for further information and/or restrictions regarding mail.

YOUR APARTMENT

As a resident of The Club at Briarcliff Manor, you are encouraged to personally furnish your apartment with items that are important to you and reflect your personal taste. However, if you prefer, we can provide you with the following items:

- A standard, single bed in good repair, a chair, a shaded lamp;
- Lockable storage box for personal articles and medication, which cannot be removed at will if your apartment is not equipped with a lock;
- Individual dresser and closet space for storage of your clothing
- Household supplies and equipment, toilet tissue

Items that you should bring include personal toiletries, seasonally appropriate clothing, personal items and pictures, and a television and/or radio. All items must be clean, safe and in serviceable condition. We reserve the right to refuse any item that is soiled, unsanitary, or unsafe.

access to your apartment

Upon knocking, the Community's staff may enter your Apartment for any reasonable purpose, including, but not limited to, inspecting your Apartment and performing maintenance-related tasks and other services described in this Agreement. Every effort will be made to notify you that a Community employee will enter or has entered the Apartment for non-routine events. In addition, the Community is a licensed facility by the state. Any duly authorized agent of the state licensing department may, after providing proper identification and stating the purpose of his or her visit, enter and inspect the entire Community, including your Apartment, at any time without advance notice.

RESIDENT KEYS

One set of keys will be provided to each resident. A set consists of an apartment key and mail box key. All keys are to be returned to the Community upon move-out. Duplicate keys will be billed as provided for in the Residency Agreement.

VISITORS

The Community front door is open daily from 7 am to 10 pm. Although we do not set visiting hours, we prefer that your visitors come during these hours. Upon arrival, your guests will be asked to sign the digital guest register. Guests are expected to respect all residents and staff, and will be asked leave the Community should they fail to do so.

Visitors who are ill are requested to refrain from visiting. Visitors who demonstrate any type of inappropriate behavior will be asked to leave the premises.

Pets are permitted to visit, but only when on a leash. Proof of current immunization is required.

OVERNIGHT STAYS

Residents are welcomed to offer overnight stays for visiting family members or friends. The maximum stay is 7 days. All overnight stays should be scheduled with and approved by Executive Director.

DINING SERVICES

MEALS

The Community will make available to you three (3) nutritionally well-balanced meals per day. The Community also serves between meal snacks and beverages. Modified diets or nutritional supplements may be provided upon receipt of physician's orders. Modified diets may influence the total level of care.

The Pine Room has anytime dining from 8am-7pm daily. Weekly menus are posted in the Pine Room dining room.

TRAY SERVICE

Tray service may be provided to resident for an additional charge as set forth in Exhibit I.C of your Residency Agreement. To request tray service, Resident should contact a member of our care team for assistance or call the

In the event that a resident is unable to go to the dining room for a meal due to an illness or an injury, tray service can be provided to the resident's apartment free of charge.

GUEST MEALS

You may invite guests to any meal, but the Community requests twenty-four (24) hours advance notice so that proper accommodation can be made. Cancellations are appreciated if your guest is not able to visit.

There will be an extra fee for guest meals as set forth in Exhibit I.C of your Residency Agreement.

Reservations for guest meals should be made by contacting a member of the dining staff.

PRIVATE DINING ROOM/ CATERING

Please contact our Dining Services Director for information regarding private dining or catering options.

ACTIVITIES

The Community will provide planned activities, opportunities for community participation, and fitness programs, subject to your physical ability to participate and your execution of a liability waiver.

Activities are provided free of charge. However, a charge for some outside or special event activities may be necessary to cover individual expenses.

Activities involving trips away from the building may require pre-registration. Please contact an activities team member for information regarding registration and pricing for activities.

Information regarding daily activities can be viewed on televisions located in the Pine Dining Room and outside of the Executive Director's office near the mailboxes. Activity calendars are also posted near the front lobby.

The Club at Briarcliff Manor is a non-denominational community. A variety of worship services are

scheduled onsite, and transportation to services is scheduled on a rotating basis. Please contact an activities team member for more information.

Alcoholic beverages may be served at the Community at various times. Residents are permitted to have alcoholic beverages provided there are no physician orders prohibiting alcohol use.

BUILDING FACILITIES

Laundry Rooms – laundry rooms are located on each floor. The laundry facilities are free of charge and use of the machines is on a first-come, first-served basis. Please do not leave clothes for an extended period of time in the machine(s).

Our staff will take great care in laundering your personal belongings. We ask that you provide a laundry basket with your name and apartment to keep your laundry separate from other residents. Although we wash your clothing separate, we ask that you label your clothing as well. Should you require dry cleaning services, please contact the front desk who will provide you with a list of area services.

Hair Salon - Hair Salon is located on Terrace Level 1 for assisted living residents and within the memory care neighborhood for memory care residents, and is open by appointment. A licensed beautician is available for haircuts, hair styling, permanents, and other services. The beautician can be reached at extension 120. Payments for services are made directly to the beautician.

Dining Room – The Pine Dining Room is located on the first floor main level; this is where all meals are served unless otherwise posted.

Concierge Desk – Concierge Desk is located in the front lobby in the main building. An additional concierge desk is located at the entrance of our memory care neighborhood.

Other Common Area(s) – Other Common Area(s) are located throughout the Community and include a creative studio, Lodge room, theater, Be Fit exercise studio, physical therapy room; residents are encouraged to visit in these common area(s). The second floor of assisted living is where residents can find spaces such as a living room, game room and outdoor terrace.

Please Note: All residents, staff and visitors are asked to dress appropriately in all common areas at all times, especially during all meals, activities and/or events. It is up to the discretion of the management and administrative staff what “appropriate dress” is at any time in any common area.

*Common areas are any areas outside of your apartment

ELEVATOR SERVICE

The Community has elevators to accommodate residents and guests. The elevators have been installed with many safety devices. In the event of an elevator malfunction, a phone button is located directly below the control panel and will enable you to obtain necessary assistance if needed. The intercom will automatically ring to the concierge – begin speaking when someone answers.

For your protection, residents are advised to take extra care when entering or leaving an elevator to be

sure it is at floor level. Residents are advised not to open elevator doors once they have started to close as it is dangerous to force open doors after they have started to close.

TRANSPORTATION

The Community may make available scheduled transportation, subject to availability, for shopping, medical and dental appointments approximately within 12 miles of the Community and list of frequented destinations, and for planned social events. If the Community makes other transportation arrangements available to you, you will be charged an extra fee as set forth in Exhibit I.C of your Residency Agreement. All other transportation is your responsibility.

For transportation, other than that which is regularly scheduled, please submit all requests to the concierge at least 48 hours in advance. For transportation to medical appointments, please notify the Health and Wellness Director who will ensure that all necessary paperwork is prepared prior to your departure. Upon your return, please notify a member of our nursing team of any changes or paperwork.

MAINTENANCE

The Community shall maintain in good order and repair all plumbing, toilet facilities and other fixtures installed for the general supply of hot and cold water, heat and electricity. The Community will also perform necessary maintenance and repairs for the apartment at the Community's expense, except you may be charged for repairs related to damage for which you, your family or your guests are responsible as set forth in Exhibit I.C of your Residency Agreement. In addition, please note that all residents are responsible for the maintenance and cost of repairs of all personal items in their apartments.

If you have a specific maintenance request, please contact the concierge by calling 914-373-2545.

HOUSEKEEPING AND LAUNDRY

Our staff will clean your apartment each week. A member of our Plant Services team will inform you as to which day your cleaning will be scheduled. Cleaning service will include light dusting of cleared surfaces, vacuuming, flat linen service, trash removal, and bathroom sanitizing.

Staff members have been trained to not handle your breakable items to avoid damage. Please prepare shelves, tables and counters for dusting, otherwise we will dust around your decorations.

If more frequent housekeeping is desired, please contact the Plant Services team.

ELECTRICAL

SAFETY

Your safety is our top priority. To reduce the risk of fire caused by unsafe electrical appliances, our Plant Services Department will inspect any electrical appliances brought to the community. Any appliances deemed unsafe will not be permitted in your apartment.

Ordinary extension cords or multiple plug outlets will not be permitted. Power strip type cords and outlets will be permitted if they are less than 6 ft long and UL listed.

All electrical items brought to the community must bear the seal of approval by the Underwriters Laboratories ("UL Approved")

FIRE safety

For your safety, we conduct a fire drill each month at The Club at Briarcliff Manor. The fire alarm system will be tested at various times during the day, evening, or early morning. We ask that you participate in each drill by cooperating with the staff and following their directions.

State and local fire inspectors have approved the use of progressive evacuation at The Club at Briarcliff Manor. This means that everyone remains in the building and moves away from the fire in to safe fire zones within the building. In the event we need to evacuate the building, everyone will do so together from one exit when emergency transportation is available.

We are required by state law to conduct practice evacuation of our community on a semi-annual basis. As a part of your orientation process, we will inform you of the evacuation process. Our staff will be on hand to assist you during any evacuation drills.

Simple procedures to remember when a fire alarm is activated are:

- **If you are in your apartment, close the door and remain inside unless a staff member instructs you to leave.**
- **If you are in a common space in the community, remain where you are and staff will instruct you.**
- **Never open a closed door unless instructed by staff.**

PHYSICIAN SERVICES

As a resident of The Club at Briarcliff Manor, it is a state law that your care and services be under the direct medical supervision of a physician, licensed to practice medicine in the State of New York. You may continue

to visit your own personal physician. Should you not have a physician, we will gladly refer you to a preferred physician.

PARKING

If you own a car and maintain a current valid driver's license, registration and insurance, the Community may provide you with the use of a reserved parking space, provided that such space is available. This parking space will accommodate only standard size automobiles. If you'd like to reserve an assigned parking space, please see the Concierge.

PERSONAL SERVICES

The Community staff strives to provide personal services for our residents. Personal Services are delivered according to your Individual Service Plan. Our Health and Wellness Director or Memory Care Director will include you in the development of your individualized service plan. Community staff provide personal care services 24 hours a day. This includes assistance with activities of daily living such as bathing, grooming, dressing, mobility, and other needs. The Community shall have qualified staff sufficient in number to meet 24-hour scheduled and unscheduled needs of each resident, and available to respond in emergency situations.

Residents are also able to secure and hire private duty attendants to provide health and personal care services and assistance subject to the Community's policies and "The Requirements for Private Duty Attendant Providing Services at the Community" attached to your Residency Agreement.

RESIDENT INFORMATION SHEET

When moving in to The Club at Briarcliff Manor, you will be asked to provide information for a personal data sheet. The information on this form is strictly confidential and is required by state law to be in file in our office. We will ask for family contact information, where to send monthly billing statements, and demographic information that we are required to provide to the State of New York on an annual basis.

Should there be any changes in names, addresses, or phone numbers of your family or interested party contacts, please inform the Health and Wellness Director immediately.

MEDICATIONS AND PHARMACY

SERVICES

Residents whose service plan includes medication assistance, must have their medications packaged in special packaging called "bubble pack." "Bubble pack" consists of placing medications in "bubble cards" properly labeled by a pharmacy with the proper dose of medication for that administration time in the "bubble". The community's pharmacy provides this service. Residents who chose to use another pharmacy must choose a pharmacy that "bubble packs" medications, provides emergency medication service and delivery, and conducts a quarterly review of their medications.

MONTHLY STATEMENTS

Your monthly billing statement is prepared and mailed to the designated "Bill Payer" on or around the 25th of every month. Payments are due on the 1st day of the next month. A late fee, as set forth in Exhibit I.C of your Residency Agreement, is applied to all accounts after the 5th of the month. If you would like to forego writing a check each month, you may pay your monthly bill by using the Automated Clearing House ("ACH" electronic network for financial transactions. ACH processes large volumes of credit and debit transactions in batches for many individuals and companies nationwide, including direct deposits, payroll and vendor payments. Utilizing ACH, your account will be debited for the amount of your monthly invoice and you will not have to worry about writing a check. You will continue to receive your invoice on the last week of the month and ACH payments will be processed on the 5th of the following month giving you plenty of time to review your account in detail. In order to effect this, please make sure to fill out the ACH transaction form and return it to the Business Office Manager.

RESIDENT VALUABLES AND LOST ITEMS

The Community shall not be responsible for the loss of any property belonging to you or to your estate due to theft or any other cause, unless the loss is caused by the negligent or intentional acts of the Community or its employees or agents. The Community recommends that valuables, including, but not limited to jewelry and large amounts of money, not be brought into the Community. You are responsible for providing any insurance to protect against such losses at your own expense. You are strongly urged to procure insurance including health, life, disability, property, renter's and, if applicable, motor vehicle insurance for your own protection.

MOTORIZED CARTS

You may operate a motorized cart at the Community, subject to the conditions and restrictions set forth herein, as per the Community's Motorized Cart Policy and with the Executive Director's prior

written approval. You must operate your motorized cart in a safe manner and to pay for any damage to Community property or the property of others caused as a result of the use or operation of your motorized cart.

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURES

Residents may voice their concerns or suggestions to a staff member at any time. Residents may also present a formal grievance or concern and make suggestions via the Grievance Form and/or at the monthly Resident Council Meeting. Family members, on behalf of residents, may present a grievance or concern as per above. Grievance forms may be obtained in the library and left in the "suggestion" box located at the front desk.

The Club at Briarcliff Manor management will review your concern/suggestion and will initiate action or resolution in a timely manner. Occasionally a conference may be requested. Unless you have expressed your concern anonymously, The Club at Briarcliff Manor management will advise you personally of the action taken to address your concern/suggestion.

If we fail to resolve your concern to your satisfaction, you have the right to contact an outside agency to investigate your complaint. The New York State Department of Health Hotline number is 1-866-893-6772. You may also contact Karin Bateman, Senior Vice President of Operations, 303 East Wacker Dr., Suite 2400, Chicago, IL 60601, 312-673-4333, Kbateman@seniorlifestyle.com.

RESIDENT COUNCIL MEETINGS

Resident Council Meetings are held in the Lodge Room, Terrace 1 level. Please refer to your monthly programming calendar for dates and times. We encourage you to attend and to voice your suggestions, complaints and compliments.

INSPECTION REPORTS

Periodically, The Club at Briarcliff Manor is inspected by the New York State Department of Health to ensure that the quality of care we provide meets the highest of standards. It is the policy of The Club at Briarcliff Manor to share the results of our inspection with all residents, visitors, and staff.

Information related to survey results will be posted on the board near the concierge desk in the front lobby.

GRATUITIES

In order to achieve equitable arrangement with all of our staff, Community has a 'no tipping policy'. Please show your appreciation through kind words and let us know when you are pleased with a staff member's kindness or extra effort.

There may be, however, an 'Employee Appreciation Fund' set up by the resident council. Please contact your Executive Director for more information on this fund.

SMOKING POLICY

The Club at Briarcliff Manor is smoke-free. The Community is a non-smoking community and no smoking of any type is allowed inside the Community, including a resident's apartment; near or at the Community's entrances or exits.

Residents will be allowed to smoke in designated smoking areas outside the community building. Your Health and Wellness Director will inform you of where the designated smoking area is located. Residents shall not smoke proximal to oxygen equipment and/or other potentially hazardous/flammable items.

For Residents on Oxygen, a Smoking Assessment will be completed upon admission and with any change of condition (if resident smokes), to ensure that the resident can safely smoke. Residents who smoke shall not be within five (5) feet of oxygen and/or flammable materials.

In the event a resident self-manages oxygen, the resident shall safely manage the oxygen by leaving the oxygen tank in a designated area when leaving the building to smoke in the designated area. The physician shall write an order to state that the resident shall remove oxygen to smoke. In the event this order is not in place, the resident shall not be allowed to smoke on the grounds of the Community.

In the event the resident is not able to safely store the medication (specifically oxygen) at all times, including those times when the resident is smoking while on campus, a discharge notice shall be instituted due to unsafe smoking practices.

Complaints about smoke migrating into a residential unit or common area should be made promptly to the Executive Director and/or designee. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, locations and source of migrating smoke. Administration will investigate complaints promptly. Upon discovery of any violation, a \$500 fine will be assessed along with an immediate breach of lease. Further violations can result in eviction.

PETS

Pets are allowed at this Community subject to the terms of your Residency Agreement and the Community's Pet Policy and Agreement. You are responsible for caring for your pet's needs and for ensuring that your pet does not disturb other residents or employees at the Community or cause any damage to your apartment. If you need assistance in caring for your pet, we will gladly connect you with pet care services. You agree to pay for any

damage to the Community property or the property of others caused by your pet. The Community reserves the right to require that your pet be permanently removed from the Community if the Community has reason to believe that your pet poses a threat to, or could interfere with, residents or employees of the Community. You will be charged a one-time, nonrefundable Pet fee as set forth in Exhibit I.C of your Residency Agreement.

FIRE ARM POLICY

Any resident of the Community or visitor to the Community identified as having any firearms, ammunition or other implement primarily intended for use as a weapon in their possession (either openly visible or concealed) while on Community property shall immediately be asked to remove the firearm, ammunition or other implement primarily intended for use as a weapon from the Community property, regardless if there is a legal permit which allows possession of the firearm, ammunition or other implement primarily intended for use as a weapon.

The Community shall notify local law enforcement for assistance if any resident of the Community or visitor to the Community fails to immediately remove the firearm and/or ammunition or other implement primarily intended for use as a weapon from the Community property.

Any resident failing to comply with this policy shall be deemed a violation of their residency agreement and shall be given written notice to permanently vacate the Community.

INSURANCE INFORMATION

We will be happy to assist with arranging services such as therapy, podiatry, dentist, etc. In order to expedite reimbursement for these services, we ask that you provide us with copies of your Medicare and insurance cards.

Medicare – Medicare is a federal insurance program administered by the Social Security Administration for those persons over age 65 or disabled. The Club at Briarcliff Manor is licensed by the State of New York and an Adult Care Facility with and Enriched Housing Program and Assisted Living Residence License. Currently, Medicare does not pay for expenses incurred in Adult Care Facilities. If you need more information about Medicare, please see the Executive Director.

Medicaid – Medicaid is an assistance program administered by the State of New York through the Westchester County Department of Social Services. The Medicaid program is funded by the state and federal governments and is available to low-income individuals requiring health care services. The Club at Briarcliff Manor is licensed by the State of New York and an Adult Care Facility with and Enriched Housing Program and Assisted Living Residence License. Currently, Medicaid does not pay for expenses incurred in Adult Care Facilities. If you need more information about Medicaid, please see the Executive Director.

RESIDENT RIGHTS

The staff of The Club at Briarcliff Manor is dedicated to upholding and preserving the rights of our residents at all times. We will work to ensure that you are afforded the respect and dignity that you deserve, and the rights that are set forth in New York State Adult Care Facility regulations. At the time of your move in to The Club at Briarcliff Manor you are given a copy of the Resident Bill of Rights. Please read this document carefully. Our staff has always been trained in the rights of residents and will be happy to answer any questions you might have.

NEWSPAPER DELIVERY

Residents can find a daily paper in the Carnegie Room on the main floor. If you receive a daily newspaper, it will be delivered to your mailbox or cubby in the mail room. Please ensure that the newspaper is delivered to your attention including your specific apartment number. For security purposes, newspapers cannot be delivered directly to your apartment from the newspaper company.

TELEVISION/ TELEPHONE/ INTERNET

Telephone, internet and television service is provided through Optimum.

Set up new service

Mention that you are part of a bulk account and that you're calling to set up a technician to come out and activate the service in the residents' name

Bulk Account # 07882-418079-01-04

Upgrades/service

Customer Service

1-888-565-5785

Basic cable television is available in our resident apartments. Residents can also enjoy one of many televisions located throughout the community. Residents may upgrade their television package at their own expense by contacting Optimum.

Your apartment is equipped for internet based telephone service. You are encouraged to install telephone service in your apartment prior to the date of your move in. Telephone service can be arranged by contacting Optimum.

EMERGENCY CALL SYSTEM

Your apartment is equipped with an emergency call system. Pull cords are located in your bathroom and bedroom, as well as common area bathrooms throughout the community. You will also be issued a pendant, which is portable and should be worn at all times. In the event of any emergency, either pull the cord or activate the pendant by pressing the button. Once your pendant/cord is activated, a staff member will be paged to respond.

Staff at The Club at Briarcliff Manor is trained to respond properly in emergency situations. These trained staff members are on duty 24 hours a day.

YOUR EMERGENCY CALL SYSTEM SHOULD ONLY BE USED IN A REAL EMERGENCY

Although each resident is instructed on this system during orientation, we will be glad to refresh you on the use of the system at any time. Feel free to reach out to a member of our wellness team as such.

Should you lose a pendant, a replacement charge will be billed to your account. Please refer to exhibit I.C of your residency agreement for costs associated with replacement.

TRANSFER AND DISCHARGE

By signing and accepting the provisions of your Residency Agreement, you have consented to receive services provided, or arranged for, by The Club at Briarcliff Manor.

If at any time you require services which are beyond the scope of those that may be provided by The Club at Briarcliff Manor within the limits of its licensure, or refuse needed services, or if you do not obtain services for which you have agreed to be responsible, the staff of The Club at Briarcliff Manor is required to take appropriate action to ensure your health and safety, as well as the health and safety of the community.

In an emergency situation, the staff of The Club at Briarcliff Manor will take immediate action to ensure that you receive proper medical attention. At the direction of your attending physician you may be transferred to an acute care medical facility.

In a non-emergency situation, our Health and Wellness Director, Memory Care Director and Executive Director will work closely with you to discuss how your personal health care needs may be best met.

EXHIBIT XV

**RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN
ASSISTED LIVING RESIDENCES**

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

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

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

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

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

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

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

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

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

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT

INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

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

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

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

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

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

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

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

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

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

EXHIBIT XVI

**PROCEDURE FOR RESPONDING TO RESIDENT
GRIEVANCES AND RECOMMENDATIONS**

[SEE ATTACHED]

SUGGESTIONS AND CONCERNS

SL Briarcliff Manor Operator, Inc., d/b/a The Club at Briarcliff Manor is proud of its reputation for providing quality care. However, from time to time an issue may arise that you feel warrants further attention.

If you have a concern or a recommendation, please bring it to management's attention. The Executive Director, Director of Health and Wellness, or Business Office Manager will be happy to meet with you at a convenient time to discuss any questions or concerns about the care provided at The Club at Briarcliff Manor. You have the opportunity to express your concerns regarding the services provided by The Club at Briarcliff Manor without threat or fear of reprisal or discrimination.

If you wish to express your concern or recommendation in writing, you may do so by completing a Suggestion Form, which may be obtained in the library. This form will help us to respond to your concern as quickly as possible. Submit the Suggestion Form to the Concierge or the Executive Director.

If you prefer to express your concern or suggestion anonymously, you may do so by leaving the completed Suggestion Form in the box outside the Business Office. The Suggestion Forms will be reviewed by the Executive Director.

The Club at Briarcliff Manor management will evaluate your concern/suggestion and will initiate action or a resolution in a timely manner. In most cases, you should see a resolution to your concern within one business day. Occasionally, a conference may be requested to help solve a complex issue. Unless you have expressed your concern anonymously, The Club at Briarcliff Manor management will advise you personally of the action taken to address your concern/suggestion. Responses to anonymous submissions will be brought to a Resident Council meeting.

If you feel that we failed to resolve your concern to your satisfaction, you have the right to contact an outside agency to investigate your complaint, The New York State Department of Health Hotline number is 1-866-893-6772. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number, 1-855-582-6769, to request an Ombudsman to advocate for the resident. The local LTCOP (Westchester County) can be reached at (914) 682- 3926. The NYSLTCOP website is www.ltcobudsman.ny.gov. You also may contact:

**Karin Bateman, Vice President of Operations
Senior Lifestyle Corporation
303 East Wacker Drive, Suite 2400**

Fees and Concessions

Community: The Club at Briardiff Manor

Resident: _____

Commencement Date: _____

Unit: _____

Services and Recurring Charges

Description	Rate Type	From	To	Amount
Room & Board - AL	Monthly			
AL Wellness Package Level 2	Monthly			
AL Supplemental Support Package Level 1	Monthly			

One Time Charges

Charge Description	Notes	Amount
Community Fee Non Ref AL		

Resident / Responsible Party, Responsible for Payment:

Applicant Name: _____

Signature: _____

Address: _____

Phone: _____

Email: _____

Responsible Party Name: _____

Signature: _____

Address: _____

Phone: _____

Email: _____

EXHIBIT D
REQUIREMENTS FOR VISITORS

Residents are responsible for their visitors, which includes but is not limited to family members, third party providers, private duty attendants and other individuals. It is recommended that residents screen all visitors prior (e.g., background checks) to permitting access, and residents are responsible for payment of any service provided by visitors. Residents are responsible for the charges incurred by and actions of their visitors. All visitors are required to following the policies and procedures of the Community. If a visitor fails to comply with the Community policies, this may jeopardize the visitor's access and the resident's continued residency.

1. **Check-In.** All visitors must check-in at the front desk prior to accessing the Community. Visitors are not permitted to have keys, fob keys, or other methods of access to the Community.

2. **No Solicitation or Loitering.** Community strictly prohibits solicitation of business and loitering on its premises. Each visitor shall report directly to the resident with whom they are visiting's room and shall leave the premises immediately following visitor. In addition, visitors shall have access only to areas of Community necessary to obtain access to the resident's apartment, areas where they are accompanying the resident, or areas to use a public restroom.

3. **Prohibited Behavior.** The following visitor behavior is prohibited by the Community:

- a. Verbal or physical abuse;
- b. Theft;
- c. Use of any illegal drug on premises;
- d. Possession of dangerous weapons on premises;
- e. Indecent or immoral conduct on the premises;
- f. Willful damage of property;
- g. Soliciting contributions, donations, tips, gifts, or employment;
- h. Failure to follow rules, regulations, policies, or procedures governing visitors;
- i. Failure to abide by parking restrictions;
- j. Disruptive conduct;
- k. Discriminatory remarks or accusations, harassment, libel, or slander;
- l. Interference with Community services;
- m. Unauthorized use of dining or break rooms;
- n. Conduct that may threaten the health and/or safety of others including the resident with whom they are visiting; and
- o. Other conduct deemed to constitute good cause for loss of privileges as determined by the Community.

EXHIBIT E
RULES AND REGULATIONS AND RESIDENT HANDBOOK

[SEE ATTACHED.]

By signing below, You acknowledge that You have received a copy of the Rules and Regulations and Resident Handbook at the time of Your admission:

Signature of Resident/ Personal Representative

Signature of Resident 2/ Personal Representative

Date: _____

Date: _____

EXHIBIT G

MOTORIZED CART POLICY

Motorized carts, including motorized wheelchairs and similar motor vehicles, may be operated on the premises of the Community. The following rules with respect to such use are designed to protect the health and safety of team members and residents at the Community.

A Resident hereby agrees to pay for any and all damages to persons or property as a result of operating said cart.

B. Motorized carts must be maintained in proper operating condition.

C. For the safety of all residents and team members, motorized vehicles shall be of a size that can be accommodated at the Community.

D. So that users may alert others to their approach and remain aware of their surroundings, all motorized carts shall be equipped with a suitable horn or bell and rear view mirror all of which are in good working condition.

E. Residents shall operate carts in a conservative and safe manner, taking special precautions near doorways, at corners, when approaching pedestrians, when backing up, and in other situations that present an additional risk of injury or alarm to others in the vicinity, and shall not operate their vehicles in any way that creates a disturbance or threat of harm to the driver or others, or damage to Community property.

F. When used in any indoor common area of the Community, motorized carts shall not be driven faster than the natural walking speed of any pedestrian in the vicinity.

G Pedestrians shall always have the right of way over carts, whether indoors or outdoors.

H. If you utilize a motorized cart to enter or exit an assembly area, we request that those using carts wait until all pedestrians have entered or exited before the cart user enters or exits.

I. Motorized carts shall be parked only in designated areas and shall neither block the ingress or egress of any person, nor be operated or stopped in any place or position that creates a trip hazard to any person.

VOLUNTARY ARBITRATION AGREEMENT

This Arbitration Agreement (hereinafter referred to as the "Agreement") is made on 03/14/2025 between and by SL Briarcliff Manor Operator, Inc. doing business as The Club at Briarcliff Manor ("Community") and _____, a Resident at the Community (hereinafter referred to as a "Resident" and shall also include the Resident's spouse, Resident's legal representative, responsible party, guarantor if any, guardian, attorney-in-fact, conservator, or trustee.) It is the intent of the Parties that this Agreement between and among the parties shall inure to the benefit of, and survive these Parties, and their heirs, successors, and assigns. This Agreement shall not be changed, revised, or amended unilaterally and any such action must be fully agreed upon by the parties signing below.

Should any of sub sections A, B or C provided below, or any part thereof, be deemed invalid, the validity of the remaining sub-sections, or parts thereof, will not be affected.

A. ARBITRATION PROVISION

1. Any and all claims or controversies arising out of or in any way relating to this Agreement or the Resident's stay at the Community, excluding any action for discharge / eviction or collection, and including disputes regarding interpretation of this Agreement, whether arising out of State or Federal law, whether existing or arising in the future, whether for statutory, compensatory or punitive damages and whether sounding in breach of agreement, tort or breach of statutory duties, irrespective of the basis for the duty or the legal theories upon which the claim is asserted, shall be submitted to binding arbitration, as provide below, and shall not be filed in a court of law. The parties to this Agreement further understand that a jury will not decide their case and hereby waive their right to a trial by jury.
2. The Parties acknowledge that the Admission of Resident to the Community is a transaction involving interstate commerce. The Federal Arbitration Act shall govern the procedure, except if inconsistent with this Arbitration Provision or expressly stated otherwise in this Agreement. Further, nothing in this Agreement is to be construed to contradict any applicable state statutory grievance or mediation procedure. Any party who demands arbitration must do so for all claims or controversies that are known, or reasonably should have been known, by the date of the demand for arbitration, and if learned or during the course of the arbitration proceeding shall amend the claims or controversies to reflect the same. All current damages and reasonably foreseeable damages arising out of such claims or controversies shall also be incorporated into the initial demand or amendment thereto.

3. Demand for Arbitration by Resident, his or her guardian, a person or organization, acting on behalf of a Resident with the consent of the Resident or his or her guardian, or personal representative of the estate of a deceased Resident (collectively "Resident Party") shall be made in writing and submitted via certified mail, return receipt requested to:

The Club at Briarcliff Manor
Attention Stephen J. Levy, Esq.
303 East Wacker Drive, Suite 2400
Chicago, Illinois 60601

Demand for Arbitration by the Community shall be made in writing and submitted to the Resident or his or her agent, representative, successor or assign and / or Resident's Attorney-in-Fact, if any, and / or Responsible Party via certified mail, return receipt requested to the address set forth in this Agreement.

4. The arbitration proceedings shall take place in the county in which the Community is located, unless agreed to otherwise by mutual consent of the parties and shall be submitted to the American Arbitration Association, provided that it shall be conducted by one (1) arbitrator who is a retired circuit or federal court judge or a member of the Bar in the state where the Community is located with at least ten (10) years of experience practicing as an attorney. Each party shall have the right to request, in writing, one (1) substitution within ten (10) days of receiving notice of the identity of the arbitrator who shall be independent of all parties' witnesses, and legal counsel.
5. The Federal Rules of Civil Procedure shall govern discovery in the arbitration proceeding. However, discovery shall be modified insofar as the only depositions allowed shall be of experts. No other individuals may be deposed.
6. The arbitrator's decision shall be final and binding without the right to appeal. The arbitrator's fees and costs associated with the arbitration shall be divided equally, unless the Resident is proven indigent. The parties shall bear their own attorneys' fees and hereby waive any right to recover same, actual or statutory. The arbitration proceeding shall remain confidential in all respects, including the demand therefore, all arbitration filings, deposition transcripts, documents produced, obtained in discovery, or other material provided by or exchanged between the parties and the arbitrator's findings of fact and conclusions of law. Following receipt of the arbitrator's decision, each party agrees to return to the producing party within thirty (30) days the original and all copies of documents exchanged in discovery and at the arbitration hearing, except those required to be of any award or settlement, the names of the parties, or the name/ location of the retained by counsel pursuant to law. The parties also agree not to discuss the

amount of any award or settlement, the names of the parties, or the name/location of the Community except as required by law

7. **The Parties understand and acknowledge that by agreeing to this Arbitration Provision that they are giving up and waiving their Constitutional rights to have any claim or dispute that falls within the scope of the Agreement decided in a court of law before a judge and jury; and are substituting in its place the right to have any such disputes decided by an arbitrator or arbitrators.**
8. **The Resident understands that: (1) he/she has the right to seek legal counsel concerning this Agreement; (2) agreeing to the provisions of this Agreement is not a precondition to the Community furnishing care and/or services to the Resident; (3) he/she is not required to use the Community for his/her healthcare needs and that there are numerous other health care providers in the State where Community is located that are qualified to provide such care; and (4) this Agreement may be rescinded by written notice to the Community from the Resident within thirty (30) days of signing the Agreement. If not rescinded within thirty (30) days of signing, If not rescinded, this Agreement shall remain in effect for admission at the Community subsequent to the date this Agreement was signed, even during a subsequent Admission (i.e. following Resident's discharge and readmission to Community).**
9. **The Limitation of Liability Provision below is incorporated by reference into this Arbitration Provision. This Arbitration Provision and the Limitation of Liability Provision below shall survive the death of the Resident.**

I have read and understand the provisions of this arbitration section.

Initial:

B. LIMITATION OF LIABILITY PROVISION: *Read Carefully Before Signing*

1. **The parties to this Agreement understand that the purpose of this "Limitation of Liability Provision" is to limit, in advance, each party's liability in relation to this Agreement.**
2. **Liability of any claim brought by a party to this Agreement against the other party, including but not limited to a claim by the Community for unpaid charges, or a claim by, or on behalf of Resident, or by resident's estate, agent or legal representative, arising out of the care or treatment received by resident or resident's occupancy or presence at the Community, including, without limitations claims for medical negligence, shall be limited as follows:**

- a. Net economic damages shall be awardable, including but not limited to, past and future medical expenses, offset by any collateral source payments such as payments made by medical insurance.
 - b. Interest and / or late fees on unpaid assisted living charges shall not be awarded.
3. Should sub-sections a and/or b, provided above, be deemed invalid, the validity of the remaining sub-sections will not be affected.

I have read and understand the provisions of this limitation of liability section:

Initial:

C. BENEFITS OF ARBITRATION AND LIMITATION OF LIABILITY PROVISION

The parties' decision to select arbitration is supported by the potential cost-effectiveness and time savings offered by selecting arbitration, which may avoid the expense and delay of judicial resolution in court. The parties' decision to select arbitration and to agree to limitation of liability also are supported by the potential benefit of preserving the availability, viability and insurability of a seniors housing company for the elderly and disabled in this state by limiting such seniors house company's exposure to liability. With this Agreement, the Community is better able to offer its services and accommodations at a rate that is more affordable to the Resident. In terms of the time-savings offered by selecting arbitration, the parties recognize that often the Resident is elderly and may have a limited life-expectancy, and therefore selecting a quick method of resolution is potentially to a Resident's advantage. The Resident, responsible party, or his or her legal guardian, or agreements may not contain arbitration provision, or limitations of liability provision. The parties agree that the reasons stated above are proper consideration for the acceptance of the Arbitration and limitation of Liability Provisions. The undersigned acknowledges that he or she has been encouraged to discuss this Agreement, and specifically these provisions, with an attorney. The parties to this Agreement further understand that a jury will not decide their case.

I have read and understand the provisions of these benefits of arbitration and limitation of liability section.

Initial:

Yes, I agree to this Agreement.

No, I do not agree to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date first written above.

**RESIDENT/
PERSONAL
REPRESENTATIVE:** Name: _____
Address: _____
by: _____
(Signature) _____
(Date) _____

**RESIDENT TWO/
REPRESENTATIVE (IF
APPLICABLE):** Name: _____
Address: _____
by: _____
(Signature) _____
(Date) _____

RESPONSIBLE PERSON: Name: _____ By: _____
Address: _____
(SIGNING PERSONALLY NOT AS A POWER OF ATTORNEY, GUARDIAN, AGENT, OR IN ANY OTHER CAPACITY)

(Signature)

(Date)

Name: _____
Address: _____

(Signature)
_____ (Date)

THE COMMUNITY:
By: _____
Its: _____

(Date)