



RESIDENCY AGREEMENT

Residency Agreement

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Department of Health Consumer Information Guide

MCHARRIE POINTE
RESIDENCY AGREEMENT

A. **THIS AGREEMENT** is made between Syracuse Home Association, doing business as McHarrie Pointe (the “Operator”), _____(the “Resident” or “You”), _____(the “Resident’s Representative”, if any) and _____(the “Resident’s Legal Representative”, if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 7740 Meigs Road, Baldwinsville, New York 13027 an Assisted Living Residence (“The Residence”) known as McHarrie Pointe and as an Adult Home.

The Operator is also certified to operate, at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence.

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

AGREEMENTS

I. HOUSING ACCOMMODATIONS AND SERVICES

Beginning on _____, 2023, the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. HOUSING ACCOMMODATIONS AND SERVICES

1. YOUR APARTMENT

You may occupy and use the apartment identified on Exhibit I.A.1., subject to the terms of this Agreement.

2. COMMON AREAS

You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, outdoor sitting areas and common areas of the Residence.

3. FURNISHINGS/APPLIANCES PROVIDED BY THE OPERATOR

Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your apartment.

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. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. BASIC SERVICES

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

1. MEALS AND SNACKS

Three nutritionally well-balanced meals per day and one snack per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan:

Regular *No Added Salt(NAS)* *No Concentrated Sweets(NCS)*

2. ACTIVITIES

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

3. HOUSEKEEPING

Vacuuming, trash collection and general housekeeping services will be provided on a weekly basis.

4. LINEN SERVICE

Linen service will be provided on a weekly basis and will include towels and washcloths, pillow and pillowcase, blanket, bed sheets and bedspread, all clean and in good condition.

5. LAUNDRY OF YOUR PERSONAL WASHABLE CLOTHING

Your personal washable clothing will be laundered weekly.

6. SUPERVISION ON A 24-HOUR BASIS

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

7. CASE MANAGEMENT

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

8. PERSONAL CARE

The Operator will provide appropriate staff to assist You with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication.

9. DEVELOPMENT OF INDIVIDUALIZED SERVICE PLAN

The Operator will work with Your physician and You to prepare Your Individualized Service Plan, including ongoing review and revision as necessary.

C. ADDITIONAL SERVICES

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

D. LICENSURE/CERTIFICATION STATUS

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

II. DISCLOSURE STATEMENT

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

III. FEES

A. BASIC RATE.

1. The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident (or the Guarantor, as defined on pages 19 and 20, below) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement (the "Basic Rate"). The Basic Rate as of the date of this Agreement is \$_____ per month.

2. Tiered Fee Arrangements. None.

B. SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

A Supplemental or Additional Fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate.

A Supplemental Fee must be at the Resident's option. In some cases, the law permits the Operator to charge an Additional Fee without the express written approval of the Resident (See section III.E).

A Community Fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community Fee pays for and what the amount of the Community Fee will be, as well as any terms regarding refund of the Community Fee. The prospective Resident, once fully informed of the terms of the Community Fee, may chose whether to accept the Community Fee as a condition of residency in the Residence, or to reject the Community Fee and thereby reject residency at the Residence.

Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community Fees, shall be made only for services and supplies that are actually supplied to the Resident. For residents who receive Supplemental Security Income (SSI) or Home Relief (HR) payments, McHarrie Pointe will

provide the Supplemental Services at a charge that is reasonably related to McHarrie Pointe's actual cost.

Attached as Exhibit III.B. and made a part of this Agreement is a listing of all Supplemental, Additional and Community Fees charged by the Operator.

C. RATE OR FEE SCHEDULE.

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

D. BILLING AND PAYMENT TERMS.

Payment is due by the first of each month and shall be delivered to the Operator at the Residence.

1. The Security Deposit, the Community Fee, the Basic Rate and any Supplemental Fees and/or Additional Fees will commence on the date this Agreement is signed.
2. Any payment received by the Operator after the seventh (7th) day of the month when due, plus any outstanding balance, will incur a late charge of one and one-half percent (1 ½%) interest per month. A notification of any late charges, if necessary, will be sent with each monthly statement of charges. If the Resident, Resident's Representative and/or Resident's Legal Representative are in default of any term or condition of this Agreement, all charging privileges for additional services (such as beauty parlor, barber, sundries, dry-cleaning, etc.) may be suspended at the Operator's option.
3. The Resident, Resident's Representative and Resident's Legal Representative will be charged from the date of the Resident's admission

up through and including the day of the Resident's discharge. The Resident's Discharge Date will be the day when all of his/her belongings and personal property are removed from the Residence before 4 p.m. If the Resident's discharge occurs after 4 p.m., then the Resident's Discharge Date will be the following day.

4. If the Resident, Resident's Representative and/or Resident's Legal Representative are no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, then the Operator will 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, subject to the provisions regarding termination of this Agreement set forth in section XIII.

E. ADJUSTMENTS TO BASIC RATE OR ADDITIONAL OR SUPPLEMENTAL FEES

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental Fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.
3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may,

through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary Fee upon less than forty-five (45) days written Notice.

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

F. BED RESERVATION

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is \$ _____ per month (the rate for a one month period may not exceed the established monthly rate). The basic length of time the space will be reserved is one month. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. REFUND/RETURN OF RESIDENT MONIES AND PROPERTY

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

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

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

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

V. TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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

VI. PROPERTY OR ITEMS OF VALUE HELD IN THE OPERATOR'S CUSTODY FOR YOU

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

VII. FIDUCIARY RESPONSIBILITY

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

VIII. TIPPING

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

IX. PERSONAL ALLOWANCE ACCOUNTS

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

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

You must complete the following:

I receive SSI funds _____ or I have applied for SSI funds_____.

I receive SNA funds _____ or I have applied for SNA funds_____.

I do not receive either SSI or SNA funds **X**.

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

X. ADMISSION AND RETENTION CRITERIA FOR AN ASSISTED LIVING RESIDENCE

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state, and local laws.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able

to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.

4. If You are being admitted to an Enhanced Assisted Living Residence and/or Special Needs Assisted Living Residence, the “Enhanced Assisted Living Residence Addendum” and/or “Special Needs Assisted Living Residence Addendum” will apply.
5. If You are residing in a “Basic” Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the operator also has and approved Enhanced Assisted Living Certificate, has a program opening available, and is able and willing to meet your needs in such program, you may be eligible for residency in such Enhanced Assisted Living program.
6. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - a) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
 - b) have chronic unmanaged urinary or bowel incontinence.
7. 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 who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. RULES OF THE RESIDENCE

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

XII. RESPONSIBILITIES OF RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE

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

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

- B. The Resident's Representative shall be responsible for the timely completion of the obligations set forth in Section XII.A, above, if not previously completed by the Resident.
- C. The Resident's Legal Representative, if any, shall be responsible for the timely completion of the obligations set forth in Section XII.A, above, if not previously completed by the Resident or the Resident's Representative.

XIII. TERMINATION AND DISCHARGE

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

- 1. By mutual agreement between You and the Operator;
- 2. Upon thirty (30) days notice from You, Your Representative or Your Legal Representative to the Operator of Your intention to terminate the Agreement and leave the facility;
- 3. Upon thirty (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 a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

- 1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
- 2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;

3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
6. A Receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

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

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

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

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

XIV. TRANSFER

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

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

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

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

XV. RESIDENT RIGHTS AND RESPONSIBILITIES

Attached as Exhibit XV and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily-visible common area in the Residence. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XVI. COMPLAINT RESOLUTION

You, Your Representative, Your Legal Representative and your guests have the right to present complaints and recommendations for changes and improvements to the Residence.

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

The Operator agrees that the residents of the Residence may organize and maintain councils or such other self-governing body as the residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the

residents' organization and to provide a written report to the residents' organization that addresses the same.

Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. MISCELLANEOUS PROVISIONS

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
3. The parties agree that Assisted Living Residency Agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. AGREEMENT AUTHORIZATION

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

Dated: _____
(Signature of Resident)

Dated: _____
(Signature of Resident's Representative)

Dated: _____
(Signature of Resident's Legal Representative)

Dated: _____
(Signature of Operator or the Operator's Representative)

OPTIONAL PERSONAL GUARANTEE OF PAYMENT

_____ personally guarantees payment of charges for Your Basic Rate.

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

1. The Security Deposit;
2. The Community Fee;
3. Any Additional Fees; and
4. Any Supplemental Fees.

For value received, and in consideration of the accommodations and services to be provided by the Operator to the Resident pursuant to this Agreement, I unconditionally agree to pay all present and future obligations and liabilities of any kind which are owed to the Operator by the Resident (the "Debt.")

I agree that the Operator may, at any time and without notice to or consent by me, change the level of care provided for the Resident, increase the Basic Rate the Resident is charged if it becomes necessary for the Resident to receive a higher level of care than is provided in the Agreement, and extend the time of payment of the Debt, without in any way impairing or adversely effecting this Guarantee.

This is a continuing guarantee which will remain in full force and effect, and be binding upon me, my legal representatives, heirs and assigns.

This Guarantee is a guarantee of payment and not of collection. The Operator shall be under no obligation to take any action against the Resident or any other person or entity liable for any part of the Debt as a condition precedent to my being obligated to perform my guarantee.

No failure or delay by the Operator to exercise any right, remedy or power herein shall operate as a waiver thereof, nor shall any single or partial exercise by the Operator of any right, remedy or power herein preclude any other or future exercise of any other right, remedy or power.

Each and every right, remedy and power hereby granted to the Operator or allowed to it by law shall be cumulative and not exclusive of any other right, remedy or power, and may be exercised by the Operator at any time and from time to time.

This Guarantee shall be governed by the laws of the State of New York. Nothing except cash payment of the Debt in full shall release me from liability under this Guarantee.

In witness whereof, I executed this Personal Guarantee on the date set forth below.

(Date)

Guarantor's Signature

Guarantor's Name (Print)

OPTIONAL GUARANTOR OF PAYMENT OF PUBLIC FUNDS

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

(Date)

Guarantor's Signature

Guarantor's Name (Print)

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT

You may occupy and use apartment #_____ in the Residence, subject to the terms of this Agreement.

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

NUMBER	DESCRIPTION
1	<i>Single bed, with mattress, box spring and pillow</i>
2	<i>Chair, bedside table, lamp, dresser and closet</i>
3	<i>Lockable storage</i>
4	<i>At a minimum: 2 sheets, pillowcase, blanket, bedspread, towels, washcloths, soap and toilet tissue</i>
5	
6	
7	
8	
9	
10	

Depending upon Your condition, the requirements of Your Individualized Service Plan and the need to maintain a safe living environment for You in Your apartment, the furnishings and appliances provided by the Operator may need to change over time.

EXHIBIT I.A.4.

FURNISHINGS & APPLIANCES PROVIDED BY YOU

NUMBER	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Depending upon Your condition, the requirements of Your Individualized Service Plan and the need to maintain a safe living environment for You in Your apartment, the furnishings and appliances that You may keep in Your apartment may need to change over time.

The following are examples of restricted items:

- Zero tolerance for “open flames” (lighters, matches, candles, etc)
- Non UL Surge protected extension cords
- Non UL Surge protected multi plug adapters/power strips
- Heat producing items
- Coffee makers*, Microwaves*, Hot pots, Space heaters
- Electric blankets and pads
- No beds with rails or higher than 36”

*Coffee makers and microwaves are allowable only under certain conditions and safety provisions. Coffee makers must have an automatic shut-off feature and both appliances are only allowable for residents who are able to demonstrate the ability to use them safely as determined by a Safety Evaluation conducted by McHarrie Pointe staff.

We request that you, the resident bring to the attention of the Case Manager any new or additional furnishing/appliances not listed above prior to you bringing them to McHarrie Pointe so that we may assess their impact on your safety and security and the safety and security of other residents, the staff and McHarrie Pointe building.

EXHIBIT I.C.

ADDITIONAL SERVICES/AMENITIES AVAILABLE

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

ITEM	CHARGE	PROVIDED BY
Dry Cleaning		*
Professional Hair Grooming	Please see below.	
Personal Toilet Articles		*
Commissary Goods		*
Medical Transportation		* **
Cultural/Activities Transportation		*
Long Distance Telephone Service	\$15.00/mo.	Cornerstone Telephone Company
Local Phone Service	\$15.00/mo.	Cornerstone Telephone Company
Air Conditioning (if available)		*
Cable T.V. (if available)	\$20.00/mo.	Time-Warner Cable
Other (Specify)		*

* You may obtain this service at your expense from an outside vendor of your choice.

** Except when payment is available under Medicare, Medicaid or third-party coverage.

PROFESSIONAL HAIR GROOMING. Syracuse Home Association, doing business as McHarrie Pointe, provides a full-service beauty shop for McHarrie Pointe residents, serving both men and women. You may schedule appointments on a regular or as-needed basis. Please feel free to speak directly with the beauticians for any hairdressing needs You may desire. These services are optional and will be billed directly to You.

DESCRIPTION	COST
Ladies Cut Only	\$15.00
Cut/Wash/Set	\$29.00
Color/Wash/Set	\$44.00
Wash/Set	\$20.00
Wash/Style	\$20.00
Permanent	\$55.00
Cut/Color/Wash/Set	\$55.00
Men's Hair Cut	\$12.00

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

McHarrie Pointe – Licensed through the New York State Department of Health as an Adult Home, an Assisted Living Residence, a Special Needs Assisted Living Residence, and an Enhanced Assisted Living Residence.

Home Health Aides are certified by the New York State Department of Health.

Registered Professional Nurses and Licensed Practical Nurses are registered and licensed by the New York State Education Department.

The Operator has no arrangements with other providers to offer home care or personal care services at the Residence. This Exhibit will be updated as frequently as necessary.

EXHIBIT II.

DISCLOSURE STATEMENT

Syracuse Home Association, doing business as McHarrie Pointe (“The Operator”), as operator of McHarrie Pointe (“the Residence”), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate at 7740 Meigs Road, Baldwinsville, New York 13027 an Assisted Living Residence (“The Residence”) known as McHarrie Pointe, as well as an Adult Home.

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

The Operator is currently approved to provide Enhanced Assisted Living services for up to a maximum of forty-seven persons and Special Needs Assisted Living services for up to a maximum of twenty-seven persons.

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

1. Significant memory loss or dementia.

XXX

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

It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living and/or the Special Needs Assisted Living program only up to the numbers of persons stated above. If You become appropriate for Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Special Needs Assisted Living unit. If, however, such units are at capacity and there are no vacancies, the Operator will assist You and Your 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 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 Syracuse Home Association. The mailing address of such real property owner is 7740 Meigs Road, Baldwinsville, New York 13027. The following individual is authorized to accept personal service on behalf of such real property owner: Mark J. Murphy, Chief Executive Officer of Syracuse Home Association.
4. The Operator of the Residence is Syracuse Home Association, doing business as McHarrie Pointe. The mailing address of the Operator is 7740 Meigs Road, Baldwinsville, New York 13027. The following individual is authorized to accept personal service on behalf of the Operator: Mark J. Murphy, Chief Executive Officer of Syracuse Home Association.
5. Syracuse Home Association does not have any ownership interest, either legal or beneficial, in any outside entity that provides care, material, equipment or other services to residents of the Residence.

6. No outside entity that provides care, material, equipment or other services to residents of the Residence has an ownership interest, either legal or beneficial, in Syracuse Home Association.
7. Residents of the Residence have the right to receive services from service providers with whom McHarrie Pointe does not have an arrangement.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. If residents qualify, residential, supportive or home health services may be paid through public funds, including Medicare and Medicaid.
10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by the Assisted Living Operator is 1-866-893-6772 or regarding Home Care Services is 1-800-628-5972.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number (1-800-342-9871) to request an Ombudsman to advocate for the resident. 1-315-454-0168 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

A. SECURITY DEPOSIT

Prior to admission, the Resident, Resident's Representative and/or Resident's Legal Representative must pay a security deposit to the Operator equal to one (1) month's Basic Rate.

1. If the Resident, Resident's Representative or Resident's Legal Representative do not pay the Basic Rate on a timely basis, the Operator may use Your Security Deposit to pay for any amount that the Resident, Resident's Representative and/or Resident's Legal Representative owes to the Operator. In addition, if the Resident, Resident's Representative and/or Resident's Legal Representative fails to timely perform any other term of this Agreement, the Operator may use the Security Deposit as payment for any money the Operator spends, or damages the Operator incurs, because of Your failure.
2. If the Operator uses any portion of the Security Deposit, the Resident, Resident's Representative and Resident's Legal Representative agree to reimburse the Operator an amount equal to the sum used. That amount will be due when billed. At all times, the Operator must have the full amount of the Security Deposit on hand.
3. The Resident, Resident's Representative and Resident's Legal Representative may not use the Security Deposit to pay for any amount they owe to the Operator or any other party.
4. If McHarrie Pointe is transferred, the Security Deposit will be surrendered to the transferee. In that event, the Resident, Resident's Representative and Resident's Legal Representative may look only to the transferee for the return of the Security Deposit.

5. The Operator will deposit the Security Deposit as required by law. The Security Deposit will bear interest and the Operator will pay the interest to the Resident, Resident's Representative or Resident's Legal Representative as required by law. Any interest returned to the Resident, Resident's Representative or Resident's Legal Representative will be minus any amount that the Operator is allowed to keep for expenses. The Operator will not give the interest earned on the Security Deposit to the Resident, Resident's Representative or Resident's Legal Representative if You are in default of any of the terms of this Agreement.

B. COMMUNITY FEE

Prior to admission, the Resident, Resident's Representative or Resident's Legal Representative must pay a Community Fee to the Operator.

1. The Community Fee is a one-time fee the Operator charges at the time of admission.
2. The Community Fee pays for pre-admission evaluation, placement on the McHarrie Pointe waiting list, coordination and completion of all medical evaluations, and administrative expenses.
3. The prospective Resident may choose 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.

C. FINAL CLEANING OF YOUR APARTMENT

The Resident, Resident's Representative and/or Resident's Legal Representative agree to leave Your apartment in the Residence in as good condition as when the Resident occupied it, reasonable wear and tear accepted.

1. If the Resident, Resident's Representative or Resident's Legal Representative do not leave Your apartment in the Residence in acceptable condition; [as determined by a move out walk through inspection that will be conducted with the Resident and/or their Representative, and they do not restore the property to its initial condition (keep the premises clean and sanitary; not damage or permit damage to the unit; dispose of garbage), except for normal wear and tear]; at the end of the term the Operator may clean the apartment and charge the actual cost of such cleaning and trash disposal to the Resident, Resident's Representative and/or Resident's Legal Representative as a Additional Fee which will be added to the Resident's final bill or deducted from Your Security Deposit. The Resident and/or their Representative may dispute these charges in a manner similar to resolving any grievance and as outlined in EXHIBIT XVI.

D. INTEREST AND COLLECTION COSTS

The Resident, Resident's Representative and/or Resident's Legal Representative agree that if they do not pay of any sum due under the terms of this Agreement on or before the seventh (7th) day of the month when due, they will pay interest at the rate of One and One-Half percent (1.5%) per month on the outstanding balance, plus any court ordered fees, including but not limited to attorney's fees, court fees and other costs incurred by the Operator in enforcing the terms of this Agreement.

EXHIBIT III.C.

RATE OR FEE SCHEDULE

NUMBER	DESCRIPTION	COST
1	Security Deposit:	\$
2	Community Fee:	\$ 1,000.00
3	Basic Rate:	\$
4	Service Package Fees: Level One Package (\$1,000) Level Two Package (\$2,000)	\$
5	Additional Fees: a. b. c.	

McHarrie Pointe AL Room Floor Plan	Basic Rate	Level 1 Package	Level 2 Package
Studio Apartment (300-400 sq. ft.)	\$4,200	+ \$1,050.00	+ \$2,100.00
One Bedroom Apartment (401-500 sq. ft.)	\$4,460	+ \$1,050.00	+ \$2,100.00
One Bedroom Apartment (501-600 sq. ft.)	\$4,800	+ \$1,050.00	+ \$2,100.00
Two Bedroom Apartment (718 sq. ft.) – One Person	\$5,950	+ \$1,050.00	+ \$2,100.00
Two Bedroom Apartment (718 sq. ft.) – Two People	\$6,615	+ \$1,050.00	+ \$2,100.00
<i>*To add a second person to an accommodating apartment, the cost is the above listed rent plus an additional \$1130</i>			

Sage Court Memory Care Room Floor Plan	Basic Rate	Level 1 Package	Level 2 Package
Studio Apartment (200-250 sq. ft.)	\$5,205	+ \$1,050.00	+ \$2,100.00
Studio Apartment (251-300 sq. ft.)	\$5,365	+ \$1,050.00	+ \$2,100.00
Studio Apartment/Full Bath (331 sq. ft.)	\$5,525	+ \$1,050.00	+ \$2,100.00

	Basic Rate Package (minimum of 3.75 hours per week)	Level One Package (minimum of 3.75 hours per week)	Level Two Package (minimum of 3.75 hours per week)
1.	Three Meals & Snacks Daily <ul style="list-style-type: none"> • Reminders and/or prompting; • Monthly weights 	Three Meals & Snacks Daily	Three Meals & Snacks Daily
2.	Laundry	Laundry	Laundry
3.	Housekeeping	Housekeeping	Housekeeping
4.	Activity Programming	Activity Programming	Activity Programming
5.	Case Management	Case Management	Case Management
6.	Showering/Bathing <ul style="list-style-type: none"> • Reminders and/or Prompting • Physical Assistance from Staff <u>with</u> Resident participation \leq15 minutes per episode 	Showering/Bathing <ul style="list-style-type: none"> • Physical Assistance from Staff <u>with</u> minimal Resident participation 15-30 minutes per episode 	Showering/Bathing <ul style="list-style-type: none"> • Full physical Assistance from Staff required (Resident is unable to participate); or • Prolonged Physical Assistance from Staff <u>with</u> minimal Resident participation >30 minutes per episode
7.	Dressing and Grooming (Inc. Compression Hose, Shaving, Oral Care, Hair Care) <ul style="list-style-type: none"> • Reminders and/or Prompting • Physical Assistance from Staff <u>with</u> Resident participation \leq15 minutes per episode • Assistance with Layout/ Selection of Clothing 	Dressing and Grooming (Inc. Compression Hose, Shaving, Oral Care, Hair Care) <ul style="list-style-type: none"> • Physical Assistance from Staff <u>with</u> minimal Resident participation 15-30 minutes per episode 	Dressing and Grooming (Inc. Compression Hose, Shaving, Oral Care, Hair Care) <ul style="list-style-type: none"> • Full physical Assistance from Staff required (Resident is unable to participate); or • Prolonged Physical Assistance from Staff <u>with</u> minimal Resident participation >30 minutes per episode

8.	Toileting/Incontinence Care <ul style="list-style-type: none"> Periodic Reminders and/or Prompting 	Toileting/Incontinence Care <ul style="list-style-type: none"> Assistance by Staff (Including Standby Required for Safety); or Physical Assistance from Staff with <u>minimal</u> Resident participation 15-30 minutes per episode 	Toileting/Incontinence Care <ul style="list-style-type: none"> Assistance by Staff for Unmanaged Incontinence; or Full physical Assistance from Staff required (Resident is unable to participate); or Prolonged Physical Assistance from Staff with <u>minimal</u> Resident participation >30 minutes per episode
9.	Medication Assistance <ul style="list-style-type: none"> Case Management and Periodic Assessments of Self-administration Assistance with Self-administration for Medications not Required to be Administered by Licensed Staff (Injections under Equivalency excluded) 	Medication Assistance <ul style="list-style-type: none"> Case Management and Periodic Assessments of Self-administration Assistance with Self-administration for Medications Required to be Administered by Licensed Staff (Injections under Equivalency excluded) Full Administration of a Medication Required to be Performed by a licensed professional 15-30 minutes per episode. (this service requires admission to the EALR) 	Medication Assistance <ul style="list-style-type: none"> Case Management and Periodic Assessments of Self-administration Assistance with Self-administration for Medications Required to be Administered by Licensed Staff (Injections under Equivalency excluded) Full Administration of a Medication Required to be Performed by a licensed professional <30 minutes per episode. (this service requires admission to the EALR)
10.	Safety Checks <ul style="list-style-type: none"> Once per Shift and every 2hrs at night 	Safety Checks <ul style="list-style-type: none"> Continually up to every 2 hours 	Safety Checks <ul style="list-style-type: none"> Continually up to every 1 hour <p>*If 1:1 staffing is required it will be charged at an hourly rate of \$22.00/hour</p>

11.	Transfers and Ambulation <ul style="list-style-type: none"> • Cueing, Distant Supervision and/or • Standby for safety if required 	Transfers and Ambulation <ul style="list-style-type: none"> • Physical Assist of One for Difficult Maneuvers (i.e. car, tub, shower, etc.) 	Transfers and Ambulation <ul style="list-style-type: none"> • Physical Assistance of One Staff continually • Physical Assistance of Two for Imbalance and/or Safety for Short-term Situations (up to 3 months)
12.	Medical Equipment (Emptying, Cleaning, and Changing Catheter or Ostomy Drainage Bag, Oxygen, Nebulizers, CPAP/BiPAP, etc.) <ul style="list-style-type: none"> • Minimal, Intermittent Assistance with Self-Managed Care 	Medical Equipment (Emptying, Cleaning, and Changing Catheter or Ostomy Drainage Bag, Oxygen, Nebulizers, CPAP/BiPAP, etc.) <ul style="list-style-type: none"> • Physical Assistance from Staff with minimal Resident participation 15-30 minutes per episode 	Medical Equipment (Emptying, Cleaning, and Changing Catheter or Ostomy Drainage Bag, Oxygen, Nebulizers, CPAP/BiPAP, etc.) <ul style="list-style-type: none"> • Prolonged Physical Assistance from Staff with minimal Resident participation >30 minutes per episode
13.	Skilled Nursing (EALR Only) <ul style="list-style-type: none"> • Dressing Changes for a Duration <2 weeks 	Skilled Nursing (EALR Only) <ul style="list-style-type: none"> • Periodic, On-going RN Assessment <Weekly (i.e. Required for Medical Conditions such as CHF, COPD, or Brittle Diabetes, Frequent Changes in Medications such as Coumadin or diuretics, Refractory Pain Control, etc.); or • Dressing Changes Once/day (>2 week Duration) 	Skilled Nursing (EALR Only) <ul style="list-style-type: none"> • Frequent, On-going RN Assessment >Weekly (i.e. Required for Medical Conditions such as CHF, COPD, or Brittle Diabetes, Frequent Changes in Medications such as Coumadin or diuretics , Refractory Pain Control, etc.); or • Dressing Changes >Twice/day (>2 week Duration)

Level of care required for each resident is determined by Medical Evaluation and Care plan Review, with the following frequency; upon Admission/Readmission, every six months and with any Significant Change in Condition.

The Resident, Resident's Representative and/or Resident's Legal Representative will be notified of any assessed change in the resident level of care and will be acknowledged by signature.

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

NUMBER	DESCRIPTION	LOCATION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Agreements made by third-parties for Your benefit:

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

NUMBER	DESCRIPTION	LOCATION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

EXHIBIT XI.

RULES OF THE RESIDENCE

As a resident of McHarrie Pointe, You are responsible to:

- A. Be respectful and considerate of McHarrie Pointe residents, visitors and staff.
- B. Provide accurate and complete information, to the best of Your knowledge, about Your present condition, past illnesses and hospitalizations, medications and other matters relating to Your health.
- C. Make it known whether You clearly understand a contemplated course of action and what is expected of You.
- D. Explore the limits of Your potential for personal growth in terms of interpersonal relationships, opportunities for service, and opportunities to revitalize old skills or develop new ones and channel them into creative uses.
- E. Obey all McHarrie Pointe rules and be responsible for following Your Individualized Service Plan.
- F. Be responsible for Your actions if You refuse treatment or if You do not follow Your doctor's instructions.
- G. Respect the property of McHarrie Pointe, its residents, staff and visitors.
- H. Assure that Your financial obligations are paid promptly and in full.
- I. Observe the McHarrie Pointe smoke-free facility:
 - 1. Smoking is prohibited in all areas of the building for staff, residents and visitors.

2. Smoking is allowed only in designated outdoor areas.
3. McHarrie Pointe staff will assess any resident who wishes to smoke for the ability to smoke and handle smoking materials safely. All residents' smoking materials must be secured in a locked fireproof box supervised by McHarrie Pointe staff.
4. For the safety of McHarrie Pointe residents, staff and visitors, no one may supply cigarettes, cigars, pipes, lighters, matches, tobacco or other smoking supplies to McHarrie Pointe residents.

J. Make fire safety a critical concern:

1. Pay attention to all fire drills. As a safety precaution, fire drills will be held regularly to familiarize You, other McHarrie Pointe residents, staff and visitors with fire safety procedures.
2. Stay in Your apartment when You hear a fire alarm. If You are not in Your apartment, stay where You are unless directed otherwise by staff.
3. Never sit or stand in doorways because fire doors are heavy and close automatically at the sound of the fire alarm.

K. Keep Your apartment clean. Pick up clothing, books, shoes and other items that might cause someone to trip and fall.

L. Advise McHarrie Pointe staff if anything in Your apartment needs to be repaired or moved.

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, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE.

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

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

EXHIBIT XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

A. Every McHarrie Pointe resident, Resident's Representative, Resident's Legal Representative and guest has the right to present complaints and recommendations for changes and improvements to McHarrie Pointe.

1. Complaints and recommendations may be given to the Program Director or any member of the McHarrie Pointe management team.
2. If a McHarrie Pointe resident, Resident's Representative, Resident's Legal Representative or guest wants to submit a compliant or recommendation anonymously, they should put it in writing and place it at the front desk or mail it to McHarrie Pointe.
3. McHarrie Pointe will endeavor to promptly investigate and evaluate each complaint and recommendation it receives.
4. McHarrie Pointe will endeavor to handle all complaints and recommendations in a confidential manner.
5. McHarrie Pointe will respond to each complaint and recommendation it receives within twenty-one days and initiate such actions as it deems appropriate.
6. McHarrie Pointe will inform the complaining party of the result of the investigation and any action taken in response.

7. Responses to anonymous complaints and recommendations will be posted in a readily-visible common area of the Residence.

B. McHarrie Pointe residents may organize and maintain councils or such other self-governing body as the residents may choose. McHarrie Pointe 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 its concerns.

C. The New York State Long Term Care Ombudsman Program is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise Your rights.

1. The toll-free telephone number to request an Ombudsman to advocate for You is 1-855-582-6769. The NYSLTCOP web site is www.ltcombudsman.ny.gov.
2. The telephone number of the local Long Term Care Ombudsman Program is 1-315-454-0168.

EXHIBIT D-1

DEPARTMENT OF HEALTH CONSUMER INFORMATION GUIDE



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

This is an addendum to a Residency Agreement made between:

McHARRIE POINTE (the "Operator")

7740 Meigs Road
Baldwinsville, New York 13027
Telephone: 315-638-2525
Fax: 315-303-1350

"THE RESIDENT" (or "You"):

Name: _____

Address: _____

Telephone: _____

THE "RESIDENT'S REPRESENTATIVE":

Name: _____

Address: _____

Telephone: _____

and

THE "RESIDENT'S LEGAL REPRESENTATIVE":

Name: _____

Address: _____

Telephone: _____

Such Residency Agreement is dated _____, 20 _____.

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 McHarrie Pointe located at 7740 Meigs Road, Baldwinsville, New York 13027.

II. Physician Report

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

1. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence, and
2. 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 # 1 and made a part of this Agreement is a written description of:

- Specialized 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.

**MCCHARRIE POINTE
ENHANCED ADDENDUM TO THE RESIDENCY AGREEMENT**

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:

1. You hire appropriate nursing, medical, or hospice staff to care for Your increased needs; AND
2. 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
3. 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
4. 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: _____ 20 ____ _____
(Signature of Resident)

Dated: _____ 20 ____ _____
(Signature of Resident's Representative)

Dated: _____ 20 ____ _____
(Signature of Resident's Legal Representative)

Dated: _____ 20 ____ _____
(Signature of Operator or Operator's Representative)

**McHARRIE POINTE
ENHANCED ADDENDUM TO THE RESIDENCY AGREEMENT**

Exhibit EALR # 1

**McHarrie Pointe
Addendum to the Residency Agreement**

**Specialized Programs, Staff Qualifications and
Environmental Modifications**

Specialized Services:

The Operator will provide a comprehensive and coordinated program of specialized services to regularly observe and assess - in a professional, respectful, competent, and timely manner – Your need for these specialized services in the Residence.

Specialized services are defined as:

- the use of gait belts
- assistance with transfers or ambulation
- assistance with durable equipment such as commodes, enabler bars, walkers, and wheelchairs
- assistance with medical equipment such as: glucometers, nebulizers, oxygen and/or C-PAP (continuous positive airway pressure)
- assistance with unmanaged incontinence
- colostomy/urostomy care
- urinary catheter care

Specialized nursing services would include:

- skilled nursing assessment
- dressing changes
- administration of injections
- administration of PRN medications
- ear irrigation
- lung or bowel auscultation
- instillation of eye drops, ear drops, and/or nasal sprays
- application of topical medications
- administration of rectal suppositories or enemas
- medication administration with vital sign parameters
- skilled observations which need to be reported to a physician

1. Supervision:

- a. The Operator will maintain knowledge of Your general whereabouts.
- b. If You are absent from the Residence and Your whereabouts are unknown, the Operator will:

**McHARRIE POINTE
ENHANCED ADDENDUM TO THE RESIDENCY AGREEMENT**

- i. Undertake immediate efforts to locate You;
 - ii. Notify the Police and the Department of Health's regional office; and
 - iii. Notify Your family and representative, unless a different arrangement was agreed to in the Residency Agreement.
2. Case Management:
 - a. The Operator will assist You to maintain family ties by assisting Your family and representatives to:
 - i. adjust to and remain involved with Your initial placement and continued residence at the Residence;
 - ii. establish, operate, and maintain individual and collective methods or recommendations for change or improvement in Residence operations and programs regarding both individual and congregate Resident-related issues; and
 - iii. remain active in Your care planning and remain informed in a timely manner about significant issues regarding Your care, supervision needs and changes made to Your Individualized Service Plan.
 - b. Residence staff will note in Your Individualized Service Plan and case management records if You exhibit disruptive or aggressive behavior or resist the provision of personal care services by Residence staff and include a plan for addressing such behavior or services.
3. Activities:
 - a. The Operator will provide frequent individual and group activities which are geared toward individuals with Enhanced needs and which are meaningful to all the Enhanced Assisted Living Residents. This programming will be based upon initial and on-going historical and current interests, assessments, and observations.
 - b. The Operator will provide sufficient staff to ensure that activities programs are available throughout every day and evening.
 - c. Weather permitting, You will have the opportunity to, and be encouraged to, go outdoors each day with appropriate and sufficient supervision.
4. Food Service:
 - a. The Operator will offer food to You outside of usual meal times and in a manner that is acceptable to You and appropriate for Your functional abilities, preferences and needs. Your Individualized Service Plan will reflect these needs and preferences.

**McHARRIE POINTE
ENHANCED ADDENDUM TO THE RESIDENCY AGREEMENT**

5. Community-Based Individual and Agency Linkages:

- a. The Operator will undertake initial and on-going efforts to establish community-based individual and agency linkages and contacts, specific to Your needs.

Staffing Levels:

The Operator will employ sufficient staff on all shifts to supervise You and respond to Your needs. At a minimum, unless waived by the Department of Health, this will include:

1. Resident Care Aide (RCA) and/or Home Health Aide (HHA) staff to provide direct care and assistance with medications on all shifts as needed to meet the needs of the residents; and
2. A registered professional nurse on-call and available for consultation 24 hours per day, seven days a week, if not available on-site; and
3. Additional nursing coverage, as determined to be necessary and documented by Your medical evaluation, or otherwise by Your attending physician and/or Individualized Service Plan.

Training:

The Operator will employ individuals who are appropriately trained, experienced, licensed and/or certified, if applicable, to care for You.

1. All staff will receive an initial orientation to their respective position, duties, responsibilities, and McHarrie Pointe policies, procedures, and standards.
2. Resident Care Aides (RCA's) will receive a minimum of 40 hours of training to include general facility orientation, personal care duties, and, if applicable, medication assistance.
3. Currently certified Home Health Aides (HHA's) will receive a general facility orientation plus and additional facility specific training required to supplement their HHA training.
4. In addition to the training required by the Department of Health, some home health aides and nurses may receive training in first aid and medication assistance, and all will be thoroughly oriented to procedures to be followed in emergency situations, as approved by the Department.

**McHARRIE POINTE
ENHANCED ADDENDUM TO THE RESIDENCY AGREEMENT**

Environmental Modifications:

The Operator will provide the following design features to protect Your health, safety and welfare:

1. An automatic sprinkler system throughout the building;
2. A supervised smoke-detection system throughout the building, including all bedrooms;
3. A fire protection system directly connected to the local fire department, or to a 24-hour attended central station;
4. Handrails on both sides of all Resident-use corridors and stairways;
5. A centralized emergency call system in all bedrooms, easily reachable from bedside, and in all Resident-use toilet and bathing areas, easily reachable from each fixture;
6. Smoke barriers to divide each floor into at least two smoke compartments; neither of which shall have corridors exceeding 100 feet in length;
7. Bedrooms limited to single or double occupancy;
8. Minimum corridor widths of 60 inches; and
9. Minimum door widths of 32 inches to assure wheelchair accessibility.

MCHARRIE POINTE
SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Syracuse Home Association, doing business as McHarrie Pointe (the "Operator"), _____, (the "Resident" or "You"), _____, (the "Resident's Representative"), _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. SPECIAL NEEDS ASSISTED LIVING CERTIFICATION

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at McHarrie Pointe, located at 7740 Meigs Road, Baldwinsville, New York 13027.

II. REQUEST FOR AND ACCEPTANCE OF ADMISSION

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

III. SPECIALIZED PROGRAMS, STAFF QUALIFICATIONS AND ENVIRONMENTAL MODIFICATIONS

Attached as Exhibit S.N. #1 and made a part of this Agreement is a written description of:

- Specialized services to be provided in the Special Needs Residence;
- Staffing levels;

- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs;
- Any environmental modifications that have been made to protect the health, safety and welfare of residents.

IV. ADDENDUM AGREEMENT AUTHORIZATION

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

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator or Operator's Representative)

EXHIBIT S.N. #1

SPECIALIZED PROGRAMS, STAFF QUALIFICATIONS AND ENVIRONMENTAL MODIFICATIONS

Listed below are the specialized programs, staff qualifications and environmental modifications provided to residents in the McHarrie Pointe Special Needs Assisted Living Residence:

A. SPECIALIZED PROGRAMS

In addition to the services provided pursuant to the Agreement, a resident of the Special Needs Assisted Living Residence is entitled to receive the services approved to be offered by the Operator and consistent with the Resident's Individualized Service Plan.

The Operator will provide a comprehensive and coordinated program to regularly observe and assess in a professional, respectful, competent, and timely manner the Resident's need for services.

1. SUPERVISION

- a. The Operator will maintain knowledge of the general whereabouts of each resident.
- b. In the event a resident is absent from the Residence and the resident's whereabouts are unknown, immediate efforts shall be undertaken to:
 - i. Locate the resident;
 - ii. Notify the Village of Baldwinsville Police Department and the Department's regional office; and

- iii. Notify the resident's family and representative, unless a different time frame has been agreed upon pursuant to the Agreement.
- c. Sufficient staff to supervise residents and respond to their needs will be available on all shifts.

2. MEDICATION

When disruptive or aggressive behaviors are exhibited, the Operator will evaluate the Special Needs Assisted Living resident, determine precipitating factors, make staff aware of precipitating factors that need to be avoided, and develop a plan to include successful interventions and to promote the highest level of resident function.

3. CASE MANAGEMENT

- a. The Operator will assist the Special Needs Assisted Living resident to maintain family ties by assisting residents' family members and representatives to:
 - i. Adjust to and remain involved with the resident's initial placement and continued residence in the Special Needs Assisted Living Residence;
 - ii. Establish, operate and maintain individual and collective methods or recommendations for change or improvement in Residence operations and programs, regarding both individual and congregate resident-related issues;
 - iii. Remain active in the care planning process for the resident; and

- iv. Remain informed in a timely manner about significant issues regarding the resident's care and supervision needs and changes made to the care plan.

- b. Individualized Service Plans and case management records will identify when a resident is periodically resistant to the provision of personal care services by staff of the Special Needs Assisted Living Residence and include a plan for addressing such services.

4. ACTIVITIES

- a. The Operator will provide frequent individual and group activities which are geared toward individuals with special needs and which are meaningful to the residents. This programming will be based on initial and on-going, historical and current, interests, assessments and observations.

- b. There will be sufficient staff to ensure that activities programs are available throughout every day and evening.

- c. Weather permitting, residents of Special Needs Assisted Living Residences will have the opportunity and be encouraged to be outdoors, each day, with appropriate and sufficient supervision.

5. FOOD SERVICE

- a. Food will be offered outside of the usual mealtimes in a manner acceptable to the Special Needs Assisted Living resident and mindful of the resident's functional abilities, preferences and needs. The resident's care plan will reflect these needs and preferences.

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- b. To ensure optimal intake at mealtimes, unless contrary to the physician's orders, prescribed nutritional supplements will be provided between and not at the same time as scheduled meals.

B. STAFFING LEVELS

The Operator will provide, either directly or through contract, sufficient nursing staff to meet the health care needs of the residents. Nursing coverage, at a minimum, will include:

1. A registered professional nurse on duty and on-site at the Residence, for eight hours per day, five days a week, and a licensed practical nurse on duty and onsite at the Residence for eight hours per day for the remainder of such week;
2. A registered professional nurse on call and available for consultation 24 hours a day, seven days a week, if not available onsite; and
3. Additional nursing coverage, as determined necessary and documented by the Resident's medical evaluation or otherwise by the Resident's attending physician and/or the ISP.
4. Direct care staffing to be provided in a ratio of one staff for every 6-8 residents during the day and evening, and one staff for every 12-15 residents at night.

At any time in which a registered professional nurse is not on duty and on-site at the Special Needs Assisted Living Residence, the Operator will provide at a minimum, directly or through contract, sufficient home health aide staff to meet the care needs of the residents. In addition to the training required by law, such home health aides will receive training in first aid and medication assistance as specified by the Department of Health and will be thoroughly oriented to procedures to be followed in emergency

situations, as approved by the Department of Health.

C. STAFF QUALIFICATIONS

Services provided to a resident of the Special Needs Assisted Living Residence will be provided by individuals appropriately trained, experienced and licensed or certified, if applicable.

The Special Needs Assisted Living Residence will employ or contract for appropriately trained personnel with professional licenses and registrations, as applicable, to provide health care services directly.

Home health aides in the Special Needs Assisted Living Residence will be trained as required by law and receive 12 hours of in-service education annually in topics relevant to their responsibilities.

D. ENVIRONMENTAL MODIFICATIONS

The Operator will include the following design features in the Special Needs Assisted Living Residence to create a protective environment for Special Needs residents:

1. An NFPA13 automatic sprinkler system throughout the building;
2. A supervised smoke-detection system throughout the building, including all bedrooms;
3. Fire protection systems directly connected to the local fire department or to a 24-hour attended central station;
4. Handrails on both sides of all resident-use corridors and stairways;

5. A centralized emergency call-system in all bedrooms easily reachable from bedside and in all resident-use toilet and bathing areas, easily reachable from each fixture;
6. Smoke barriers to divide each floor into at least two smoke compartments, neither of which shall have corridors exceeding 100 feet in length;
7. Bedrooms limited to single or double occupancy;
8. Minimum corridor widths of 60 inches; and
9. Minimum door widths of 32 inches to assure wheelchair accessibility.
10. If possible, a secure outdoor space and walkways should be provided that will allow resident to ambulate, with or without assistive devices such as wheelchairs or walkers. Such outdoor space shall have fencing or barriers that prevent injury and elopement.
11. All windows shall be equipped with mechanisms to limit window openings to a maximum of 4" and in such a way that meets emergency egress requirements to prevent elopement and prevent accidental falls.
12. Delayed egress system on all exit doors to the outside, or roof areas, as well as leading to other areas of the facility.

(Revised March 2019)