

**KEENE VALLEY NEIGHBORHOOD SERVICES INC.**

**RESIDENCY AGREEMENT**

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## AGREEMENT

### I. HOUSING ACCOMMODATIONS AND SERVICES

Beginning on \_\_\_\_\_, 20\_\_\_\_, (insert beginning date of residency), 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 per the provisions of this agreement.

#### a. Housing Accommodations and Services

- 1) **Your Apartment/Room.** You may occupy and use a private (with a private bathroom), or a semi-private (with a shared bathroom) [apartment, room, unit, or other designation for a living space] or space identified in Exhibit 1.A, 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, activity areas, etc.
- 3) **Furnishings/Appliances Provided by the Operator.** Attached as Exhibit 1.B and made part of this agreement is an inventory of furnishings, appliances, and other items supplied by the operator in your apartment/room.
- 4) **Furnishings/Appliances Provided by You.** Attached as Exhibit 1.C and made part of this agreement is an inventory of furnishings, appliances, and other items supplied by you in your apartment/room. Such Exhibit also contains any limitations or conditions concerning what type of 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 Service Plan.

- 1) **Meals and Snacks.** Three (3) nutritionally, well-balanced meals per day plus two (2) snacks 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 Plan: \_\_\_\_\_
- 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. We will post a monthly schedule of activities in a readily visible common area of the residence.
- 3) **Housekeeping**
- 4) **Linen Service** – towels and washcloths; pillowcase, blanket, bed sheets, bedspread; all clean and in good condition.
- 5) **Laundrying of Your Personal, Washable Clothing.**
- 6) **Supervision on a 24-Hour Basis.** The operator provides appropriate staff onsite to provide supervision services in accordance with the law. Supervision will include monitoring (a response to urgent or emergency needs or request for assistance on a 24-hour day, 7 days a week basis) as well as the other components of supervision as specified by law.

- 7) **Case Management.** The operator will provide appropriate staff to provide case management services in accordance with the law. Such case management services will include identification and assessment of your needs and interests, information, referral, and coordination with available resources to best address your identification needs and interests.
- 8) **Personal Care.** Include some assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition and storage, and disposable assistance with self-administration of medication.
- 9) **Development of Individual Service Plan.** (Including ongoing review and revision as necessary).

**c. Additional Services**

Exhibit 1.D, attached to and made part of this agreement, describes in detail, 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 arrangement with the operator and a description of the licensure or certification status of each provider is set forth in Exhibit 1.E 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 11, which is attached to and made part of this agreement.

**III. FEES**

**a. Basic Rate**

- 1) Flat Fee Arrangements

The Resident, Resident’s Representative and Resident’s Legal Representative (add any other party to be charged under the agreement) will pay, and the operator agrees to accept, the following payment in full satisfaction of the basic services in Section I.b of this agreement. (The “Basic Rate”). The basic rate of the date of this agreement is \$\_\_\_\_\_ per month (\$\_\_\_\_\_ per day).

- 2) Tiered Fee Arrangements

- 3) (Insert if applicable) Any “Tiered” Fee arrangements, in which the amount of the basic rate depends upon the types of services and the fees for each “tier” of care, are set forth in detail in Exhibit 3.A and made a part of this agreement. Such exhibit describes the type of services provided, the number of hours of care provided per week for such services, the fees for each tier of care, and describes who will be providing care, if other than staff of the operator.

**b. Supplemental, Additional or Community Fees**

A supplemental or additional fee is a fee for services, care, or amenities that is in addition to those fees included in the basic rate. A supplemental fee must be at resident option.

In some cases, the law permits the operator to charge an additional fee without the express written approval of the resident (see Section III.e).

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 of what additional services, supplies, and amenities the community fee pays for and what the amount of the community fee will be, as informed of the terms of the community fee, may choose whether to accept the community fee and thereby reject residency at the residence.

Any changes 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.

[Detail here or in Exhibit 3.B and Supplemental, Additional, or Community Fees to be charged to the Resident]. **Community Fee:** \$ \_\_\_\_\_

**c. Rate of Fee Schedule**

Attached as Exhibit 3.C and made part of the 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**

(Include any specific billing and payment requirements, including late fees, if any). Payment is due by \_\_\_\_\_ and shall be delivered to \_\_\_\_\_.

In the event the resident, resident's representative or resident's legal representative is no longer available to pay for services provided in this agreement or additional services or care needed by the resident, residency may be terminated in accordance with the provisions regarding termination of this agreement set forth in Section XIII, Termination and Discharge.

**e. Adjustment to Basic Rate or Additional Supplemental Fees**

- 1) You have the right to a written notice of any proposed increase of the basic rate or additional or supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fees increase, subject to change 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, agrees 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 care physician, the operator may, through an amendment to this agreement, increase the basic rate or additional supplemental fee upon less than forty-five (45) days written notice.
- 5) In the event of an emergency which affects you, the operator may assess additional charges for your benefit as are reasonable and necessary for services, materials, equipment, and food supplied during such an 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 \_\_\_\_\_. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The {basic} length of time the space will be reserved is \_\_\_\_\_. A provision to reserve space does not supersede the requirement 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 the 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 (3) business days after you leave the residence, the operator must provide you, your resident or legal representative, or any person designated by you, the final written statement of your payment and personal allowance accounts at the residence. The operator must also return at the time of your discharge but in no case more than three (3) business days, any of your money or property which comes into the possession of proration any advance payment(s) which you have made.

If you pass away, the operator must turn over your property to the legal authorized representative of your estate.

If you pass away without a will and the whereabouts of your next-of-kin is unknown, the operator shall contact the Surrogate's Court of the County wherein the residence is located in order to determine what should be done with the property of your estate.

**V. Transfer of Funds or Property of 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 attached to this agreement a listing of the items given to be transferred. Such listings are attached in Exhibit 5 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 attached to this agreement a listing of such items, such listings is attached as Exhibit 5 of this agreement.

**VII. Fiduciary Responsibility**

If the operator assumes management responsibility over your funds, the operator shall maintain such funds in the fiduciary capacity to you. Any interest on money received and held for you by the operator shall be your property.

**VIII. Tipping**

No gratuities in any form may be given to or accepted by the staff.

**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 excluding a Statement Offering (DSS-2853) with 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.

- I receive SSI funds                       I have applied for SSI funds
- I receive SNA funds                       I have applied for SNA funds
- I do not receive SSI or SNA funds

If you have a signatory to this agreement besides yourself and the signatory does not choose to place your personal allowance funds in a residence-maintained account, then the signatory hereby agrees that he/she will comply with the Supplemental Security (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

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

- a. Under the law that governs Assisted Living Residences (Public Health Article 46-B), the operator shall not admit any resident if the operator is not able to meet the care and 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 Service Plan. The operator shall not admit any resident in need of 24-hour skilled nursing care.
- b. The operator shall conduct an initial pre-admission evaluation of a prospective resident to determine whether or not the individual is appropriate for admission. The operator has conducted such evaluation of yourself and has determined that you are appropriate for admission for this residence, and at that time 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 you Individualized Service Plans.
- c. If you are residing in a “Basic” Assisted Residence and your care needs subsequently change in the future to the point where you require either Enhanced Assisted Living Care or 24-hour skilled nursing care, you will no longer be appropriate for this residency in this “Basic” residence. If this occurs, the operator will take the appropriate action to terminate this agreement, pursuant to Section XIII of this agreement.

**XI. Rules of the Residence**

Attached as Exhibit 6 and made part of this agreement states the Rules of the Residence. By signing this agreement, you and your representatives agree to obey all reasonable Rules of the Residence.

**XII. Responsibilities of the Resident, Resident’s Representative and Resident’s Legal Representative**

- a. You or your resident representative or legal representative to the extent specified in this agreement, are responsible for the following:
  - 1) Payment of the basic rate and any authorized additional and agreed to supplemental or community fees as detailed in this agreement.
  - 2) Supply of personal clothing and effects.
  - 3) Payment of all medical expenses including transportation for medical purposes, except when payments are 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 the regulations of the New York State Department of Health.
  - 5) Informing the operator promptly of any change in name, address and/or phone number.

- b. The resident’s representative shall be responsible for the following:

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- c. The resident’s legal representative, if any, shall be responsible for:

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**XIII. Termination and Discharge**

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

- a. By mutual agreement between you and the operator
- b. Upon thirty (30) days notice from you or your representative to the operator of your intention to terminate the agreement and leave the facility.
- c. Upon thirty (30) days written notice from the operator to you, your representative, your next-of-kin, the person designated in this agreement as the responsible party and any person designated by you. Involuntary termination of 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:

- a. You require continual medical or nursing care which the residency 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 for under this agreement. If your failure to make a timely payment resulted from an interruption in your receipt of any public benefit to which you are entitled, no involuntary termination of this agreement can take place unless the operator, during the thirty (30) day period of notice of termination, assists you in obtaining such public benefits or other available supplemental public benefits. You agree that you will cooperate with such efforts by the operator to obtain such benefits.
- d. 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 facility.
- e. The operator has had his/her operating certificate limited, revoked, temporarily suspended or the operator has voluntarily surrendered 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 care and safety.

If the operator decides to terminate this 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 the delivery notice, the reason for termination, and 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 by department regulations and 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 that is adequate, appropriate, and consistent with your wishes.

#### **XIV. Transfers**

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

- a. When you develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required.
- b. In the event that your behavior poses an imminent risk of death or serious physical injury to you or others.
- c. When a receiver has been appointed under the provisions of New York State Social Service 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 but 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 have given you any of the methods provided by law for personal services upon a natural person. If the basis for the transfer permitted under parts 1 and 2 above this section no longer exists, you are deemed appropriate for placement in the residence and if this Residency Agreement is still in effect, you must be readmitted.

**XV. Resident Rights and Responsibilities**

Attached as Exhibit 7 and made 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**

[Describe the complaint resolution process available to residents].

The operator's procedures for receiving and responding to grievances and recommendations for change or improvement in the residence's operations and programs are attached as Exhibit 8 and made 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 bodies 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**

- a. This agreement constitutes the entire agreement of the parties.
- b. This agreement may be amended upon a 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.
- c. 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.
- d. Waiver by the parties of any provision in this agreement which is required by statute or regulation shall be null and void.

**XVIII. Agreement Authorization**

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Resident's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of the Operator or Operator's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**(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, which are not covered by the basic rate.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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

If you have a signatory to the 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.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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**EXHIBIT 1.A**  
**IDENTIFICATION APARTMENT/ROOM**

**EXHIBIT 1.B**

**FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR**

- 1) Twin Bed
- 2) Multi Drawer Dresser
- 3) Night Stand
- 4) One (1) Chair
- 5) Two (2) Lamps
  - One (1) Floor Lamp
  - One (1) Table Lamp

**EXHIBIT 1.C**

**FURNISHINGS/APPLIANCES PROVIDED BY YOU**

**EXHIBIT 1.D**

**ADDITIONAL SERVICES, SUPPLIES OR AMENITIES**

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

| ITEM                               | ADDITIONAL CHARGE             | PROVIDED BY             |
|------------------------------------|-------------------------------|-------------------------|
| Dry Cleaning                       | N/A                           | N/A                     |
| Professional Hair Grooming         | \$10-48                       | Operator                |
| Personal Toilet Articles           | N/A                           | N/A                     |
| Commissary Goods                   | N/A                           | N/A                     |
| Medical Transportation             | \$15-85                       | Private Provider        |
| Cultural/Activities Transportation | N/A                           | N/A                     |
| Long Distance Telephone Service    | Varies                        | Phone Company           |
| Air Conditioning (if available)    | N/A                           | You/Self                |
| Cable TV (if available)            | N/A                           | KV Video & Internet Co. |
| Other (specify)                    | N/A                           |                         |
| Pets (if allowed)                  | \$100 / month + \$500 deposit |                         |
|                                    |                               |                         |
|                                    |                               |                         |
|                                    |                               |                         |
|                                    |                               |                         |

**EXHIBIT 1.E**

**LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

Not Applicable:

**EXHIBIT 2**

**DISCLOSURE STATEMENT**

Keene Valley Neighborhood Services, Inc. (The Operator), as Operator of the Keene Valley Neighborhood House (The Residence), hereby discloses the following, as required by Public Health Law Section 4653 (3):

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached to this agreement.
2. The Operator is licensed by the New York State Department of Health to operate at 1782 Route 73, Keene Valley, NY 12943 an Assisted Living Residence as well as an Adult Home.

The Operator is also certified to operate at this location. As of today's date, there is a bed currently available for you under the (list any other health related licensure or certification status of the operator or others providing services at the residence).

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- 
3. The owner of the real property upon which the resident is locked is Keene Valley Neighborhood House Services, Inc. The mailing address of such real property owner is PO Box 46, Keene Valley, NY 12943. The following individual is authorized to accept personal services on behalf of such real property owner (insert name and address):

- 
- 
4. The operator of the residence is Keene Valley Neighborhood House Services, Inc. The mailing address of the operator is PO Box 46, Keene Valley, NY 12943. The following individual is authorized to accept personal services on behalf of the operator (insert name and address):

- 
- 
5. List any ownership interest in excess of 10% (whether legal or beneficial interest), on the part of any entity which provides care, materials, equipment or other services to residents of the Residence.

N/A

- 
- 
6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, materials, equipment or other services to the residents on the residence, in the operator.



**EXHIBIT 3.A**

**TIERED FEE ARRANGEMENTS “NOT APPLICABLE”**

**EXHIBIT 3.B**

**SUPPLEMENTAL, ADDITIONAL, OR COMMUNITY FEES**

Community Fees:       \$ \_\_\_\_\_

This is a one-time charge used to cover room preparation, administrative work associated with pre-admission evaluation, actual admission and future discharge, clinical review and initial prescription drug set-up, and any paid off-site pre-evaluation visits. **Admission fees are non-refundable.**

Community fees go into the general operation fund and are not tracked separately. The fee amount represents KVNH's best estimate of the average cost associated with the services outlined.

**EXHIBIT 3.C**

**RATES 2026**

**ADMISSION FEE**

**\$3,900**

| <b>ROOM TYPE</b> | <b>OCCUPANCY</b> | <b>BATH</b> | <b>STANDARD RATE</b>        | <b>DESCRIPTION</b>                     |
|------------------|------------------|-------------|-----------------------------|--|
|                  |                  |             | <i>PER<br/>PERSON/MONTH</i> |  |
| SHARED/SHARED-A  | 2                | 4           | \$3,750                     | Shared room/shared bath (4 people)     |
| SHARED/SHARED-B  | 2                | 2           | \$3,850                     | Shared room/shared bath (2 people)     |
|                  |                  |             |                             |  |
| PRIVATE/SHARED   | 1                | 2           | \$5,900                     | Private room/connecting shared bath    |
| PRIVATE/PRIVATE  | 1                | 1           | \$6,375                     | Private room/private bath              |
|                  |                  |             |                             |  |
| DELUXE PRIVATE   | 1                | 1           | \$6,950                     | Large private room/private bath        |
|                  |                  |             |                             |  |
| SUITE            | 1-2              | 1-2         | \$11,800                    | Private unit, 2 rooms, connecting bath |

*per suite*

|                 | <b>DAILY</b> | <b>WEEKLY</b> | <b>MONTHLY</b> | <b>YEARLY</b> |
|-----------------|--------------|---------------|----------------|---------------|
| SHARED/SHARED-A | \$123.29     | \$863.03      | \$3,750        | \$45,000      |
| SHARED/SHARED-B | \$126.58     | \$886.06      | \$3,850        | \$46,200      |
| PRIVATE/SHARED  | \$193.97     | \$1,361.54    | \$5,900        | \$70,800      |
| PRIVATE/PRIVATE | \$209.59     | \$1,471.15    | \$6,375        | \$76,500      |
| DELUXE PRIVATE  | \$228.49     | \$1,603.85    | \$6,950        | \$83,400      |
| SUITE           | \$387.95     | \$2,723.08    | \$11,800       | \$141,600     |

***Negotiated rates at the discretion of the CEO/Administrator***

**EXHIBIT 4**

**TRANSFER OF FUNDS OR PROPERTY TO OPERATOR**

**EXHIBIT 5**

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

## **EXHIBIT 6**

### **RULES OF THE RESIDENCE**

#### **SMOKING**

Smoking is not allowed in any areas of the building.

#### **FIRE DRILLS**

If you discover a fire, leave it. Close the door to the room and proceed to the nearest fire alarm box and pull the handle. Call for staff assistance. If the fire alarm sounds, stay in your room, close the windows and doors, and be prepared to evacuate the building, if required. If told to leave your room, do so and proceed to the nearest exit.

#### **FOOD**

Storing food of a perishable nature will not be allowed in your room. Facilities are available in the kitchen for these items.

#### **FURNITURE AND PERSONAL PROPERTY**

You may bring favorite pieces of furniture, provided there is room for them. You should bring washable clothing, enough for several changes. The Keene Valley Neighborhood House cannot be held responsible for any maintenance department before they are placed in your room. You may bring your own TV, VCR, DVD player, radio, and telephone.

#### **MONEY**

You are encouraged NOT to have large amounts of cash with you at the Keene Valley Neighborhood House. You can, however, open a personal account where money can be deposited and withdrawn as needed.

#### **ALCOHOL**

Excessive consumption of alcohol will NOT be permitted!

#### **ACCIDENTS**

If an accident should occur, we want you to report it immediately to the attendant on duty. She/he will take whatever action is necessary to assist you. She/he will also file a written report that you will have the opportunity to include your version of the accident/incident, and you will be provided with an opportunity to sign the report.

#### **LEAVING THE BUILDING**

You may leave the building at any time, but we ask that you notify the attendant on duty before you go out, advise where you are going and when you will be returning. You may go overnight, but please see that we are notified ahead of time so we can obtain the necessary medication for you.

#### **TIPPING**

No gratuities in any form may be given to or accepted by the staff.

## **EXHIBIT 7**

### **RIGHTS 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 LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE THE 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.

5/9/05

## EXHIBIT 8

### OPERATORS PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

#### Policy:

It is the policy of The Neighborhood House to receive and respond to all grievances and recommendations in a timely manner. Complaints that cannot be resolved by the Director of the Keene Valley Neighborhood House should be forwarded to the Quality Assurance Chairman for review by the Board of Directors.

#### Procedure:

- A. The Director of the Keene Valley Neighborhood House is the designated staff person to receive all grievances or recommendations.
- B. Individuals may see the director in the office upon request or they may call the director at (518) 576-4474 during routine business hours, Monday-Friday, 8:00 AM - 4:00 PM.
- C. Those individuals wishing to put forward a complaint in confidence may use the mail box located in the living room of the Adult Home and should address the grievance to the administrator.
- D. All complaints/grievances will be documented on the complaint form. Those grievances which are written will be given response when requested. Response to oral grievances of residents of the Adult Home will be addressed at the Resident Advisory Council Meeting, held monthly and announced on the activities calendar.
- E. Any person not satisfied with the director's response may forward their grievances to the Chairman of Q/A Committee.

**EXHIBIT 9**  
**KEENE VALLEY NEIGHBORHOOD HOUSE**  
**ADMISSIONS REGULATION-NYDOG**  
**ADULT HOME**  
**REVISED 7/05**

**ADMISSION, RETENTION, AND DISCHARGE POLICY**

The Keene Valley Neighborhood House shall admit, retain, and care for only those individuals who do not require services beyond those the operator is permitted by law and regulation to provide.

The Neighborhood House does not discriminate in regards to admission, retention, and discharge based on ethnicity, religion, organizational membership, sex, veteran status, and age for anyone over 18 years of age. Income is not a factor for admission, retention, and discharge in so far as insurance, private and/or government sources are sufficient to cover specific residency costs. Health, care needs, psychiatric diagnoses, and disability are also not factors in admission, retention, and discharge in so far as they do not conflict with the specific items below:

The Neighborhood House shall not accept nor retain any person who:

1. Is in need of continual medical or nursing care supervision as provided by facilities licensed pursuant to Article 28 of the Public Health Law, or licensed or operated pursuant to Articles 19, 23, 29, and 31 of the Mental Hygiene Law;
2. Suffers from serious and persistent mental disability sufficient to warrant placement in a residential facility licensed to Articles 19, 23, 29 and 31 of the Mental Hygiene Law;
3. Requires health or mental health services that are not available or cannot be provided safely and effectively by local service agencies or providers;
4. Causes, or is likely to cause, danger to themselves or to others;
5. Repeatedly behaves in a manner that impairs the well-being, care, or safety of the resident or other residents, or directly impairs the well-being, care, or safety of the resident or other residents, or substantially interferes with the orderly operations of the facility.
6. 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 purpose of reporting to the resident's physicians;
7. Refuses or is unable to comply with prescribed treatment programs, including but not limited to a prescribed medications regimen when such failure causes, or is likely to cause, in the judgment of a physician, life threatening danger to the resident or others;
8. Is chronically bedfast.

Any situation that results in the involuntary termination of a residency agreement will be managed consistent with applicable regulation and law.

**EXHIBIT 10**

**LONG-TERM CARE OMBUDSMAN PROGRAM**

**ADVOCATES FOR LONG-TERM CARE RESIDENTS BY HELPING TO  
RESOLVE MATTER INCLUDING:**

OMBUDSMAN

Resident's Rights

Quality of Life

Quality of Care

Call (518) 562-1732

Toll Free (800) 342-9871

ESSEX COUNTY OFFICE FOR THE AGING

Call Toll Free: 1-877-464-1637

Or

(518) 873-3695

Contact: Krissy Leerkes, Director

Website: <https://essexcountyny.gov/office-for-the-aging/>

NYS Office for the Aging

Two Empire State Plaza, Albany, NY 12223-1251

Toll Free: 1-800-342-9871

Email: [NYSOFA@aging.ny.gov](mailto:NYSOFA@aging.ny.gov)

Website: <https://aging.ny.gov/>

- offer each SSI or SN recipient the opportunity to keep personal allowance funds in an account maintained by the facility.
- maintain complete records on your personal allowance account and upon request or at least quarterly, show or give you a statement that has all deposits, withdrawals, and the current balance in the account.
- allow you to review upon request Department-issued inspection reports, excluding any confidential attachments, for the most recent two-year period.
- encourage and assist residents in organizing and maintaining committees, councils or such other self-governing body as the residents may choose.
- maintain a system for accepting and responding to grievances and recommendations for changes or improvements in facility operations.
- allow you privacy in your room, subject to reasonable access by facility staff.
- allow you privacy in caring for your personal needs.
- neither physically restrain you nor lock you in a room at any time.
- allow you to leave and return to the facility and grounds at reasonable hours.
- neither require from you nor accept from you any gratuity (i.e. tip or gift) in any form for services provided or arranged for in accordance with law or regulations.

## If you feel that any of these rights and protections are being violated

you may file a complaint with the NYSDOH Division of Adult Care Facilities/Assisted Living Surveillance at:

**1-866-893-6772**

(toll-free) or at  
email: [ACFinfo@health.ny.gov](mailto:ACFinfo@health.ny.gov)

### Capital District Regional Office

875 Central Avenue  
Albany, NY 12206

### Central New York Regional Office

217 South Salina Street  
Syracuse, NY 13202

### Western Regional Office

335 E. Main Street, 1st Floor  
Rochester, NY 14604

### Metropolitan Area Regional Office

90 Church Street  
New York, NY 10007



Department  
of Health



# Resident Rights, Protections & Responsibilities

in Certified Adult Care Facilities



Department  
of Health

## **The Social Services Law gives you certain rights as a resident in an adult care facility.**

### **You have the right:**

- to receive courteous, fair and respectful care and treatment at all times, and not be physically, mentally or emotionally abused or neglected in any manner.
- to exercise your civil rights and religious liberties and to make personal decisions, including your choice of physician, and to have the assistance and encouragement of the operator in exercising these rights and liberties.
- to have private, written and verbal communications or visits with anyone of your choice, or to deny or end such communications or visits.
- to receive and send mail or any other correspondence unopened and without interception or interference.
- to present grievances or recommendations on your own behalf, or on the behalf of other residents, to the administrator or facility staff, the State Department of Health, other government officials or any other parties without fear of reprisal or punishment.
- to join with other residents or individuals inside or outside the facility to work for improvements in resident care.
- to confidential treatment of personal, social, financial and health records.

- to have privacy in treatment and in caring for personal needs.
- to receive a written statement (admission agreement) of the services regularly provided by the operator, those additional services which will be provided if needed or requested and the charges (if any) of these additional services.
- to manage your own financial affairs.
- to not be coerced or required to perform work; and if you choose work, to receive fair compensation from the operator of the facility.
- to have security for any personal possessions if stored by the operator.
- to have recorded on the facility's accident or incident report your version of the events leading to the accident or incident.
- to object if the operator terminates your admission agreement against your will.

### **In addition, law and regulations provide other protections.**

#### **These important protections include requirements that the operator, administrator, staff or other agents of the operator:**

- provide to you, before or at the time of the admission interview, a copy of the admission agreement, a copy and explanation of resident rights and protections, the listing of legal services

and advocacy agencies made available by the Department, and a copy of any facility rules relating to resident activities, and tell you of your obligation to comply with these rules.

- provide to you at least 30 days advanced notice of any change in the facility's rate or charges for supplemental services.
- provide to you, your next of kin or representative of your choice at least 30 days advanced notice of the facility's intention to terminate your admission agreement. The notice must indicate: the reason for termination; the date of termination; that you have a right to object to the termination of the admission agreement and discharge; that if you object, you may remain in the facility and the operator, in order to terminate, must begin a court proceeding; that you will not be discharged against your will unless the court rules in favor of the operator. At the time of notice, the operator must give you a list of agencies providing free legal and advocacy services within the local area of the facility.
- allow you to end your admission agreement, subject to the conditions for notice established in your Admission Agreement.
- guarantee that you keep from Supplemental Security Income (SSI) or Safety Net Assistance (SN) payments you receive, a personal needs allowance to buy any items the operator is not required to provide to you.

**EXHIBIT 12**  
**KEENE VALLEY NEIGHBORHOOD HOUSE**  
**COMPLAINT FORM**

DATE: \_\_\_\_\_

COMPLAINT: \_\_\_\_\_

CONCERN:

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FINDINGS:

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DECISION:

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Executive Director: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 13**  
**KEENE VALLEY NEIGHBORHOOD HOUSE**  
**COMPLAINT LOG**

| <b>DATE</b> | <b>COMPLAINT</b> | <b>DESCRIPTION</b> | <b>RESPONSE DATE</b> |
|-------------|------------------|--------------------|----------------------|
|-------------|------------------|--------------------|----------------------|