



Department  
of Health

## CONSUMER SUMMARY

### Facility Posting

|  |   |
|--|---|
| Facility Operating Certificate Name                  | <b>Hilltop Manor West</b>   |
| Full Address   | 286 Deyo Hill Road<br>Johnson City, NY 13790  |
| Website link Facility                                | <a href="http://www.unitedmethodisthomes.org">www.unitedmethodisthomes.org</a>  |
| Website link DOH                                     | <a href="#">NYS Health Profiles site</a>  |
| Starting rent for each license and certification     | <i>Hilltop Manor West ALR, EALR and SNALR starting rent per day private \$275 (no semi private available).</i><br><b>See below for full listing of rates.</b>   |
| Summary of Services (consistent language)            | <i>Hilltop Manor West offers: meals, some assistance with personal care, like bathing, dressing and grooming, medication assistance, supervision and monitoring, a program of activities, case management, housekeeping and laundry service.</i><br><i>Facility-provided transportation is available for residents during <b>pre-scheduled, limited hours</b>.</i><br><i>Please note that transportation services have certain restrictions and are offered based on availability.</i><br><i>Disclaimer: This list is a summary and not exhaustive. Additional Details can be found in the Link below for Approved Residency Agreement.</i> |
| Cost for Additional Services – Tier billing or other | <i>Cost for Additional Services</i><br><b>Hilltop Manor West uses Tier Billing for higher support needs.</b><br><i>Please see below for Residency Agreement that would provide additional details.</i>  |

## Staffing Ratios

SNALR unit staffing ratios (as outlined in the residency agreement and required by DOH):

- Days & evenings: 1:6–8
- Nights: 1:15

Non-SNALR unit staffing ratios:

- Days: 1:12, plus a medication-assisted HHA (4 staff : 36 residents total)
- Evenings: 3 staff : 36 residents
  - 2 HHAs assigned to the unit
  - 1 HHA primarily assigned to medication assistance (also supports resident care as needed)
- Nights: 2 HHAs : 36 residents

Licensed nursing support:

- RN Case Manager: 40 hours per week
- LPN Facility Charge Nurse: days, evenings, and most nights
- While a nurse is not required on nights, we have an RN assigned through on-call who is available to consult with staff 24/7

Additional support services available 7 days per week:

- Activities staff
- Housekeeping
- Maintenance
- Dining Services

# Assisted Living Rates & Floor Plan

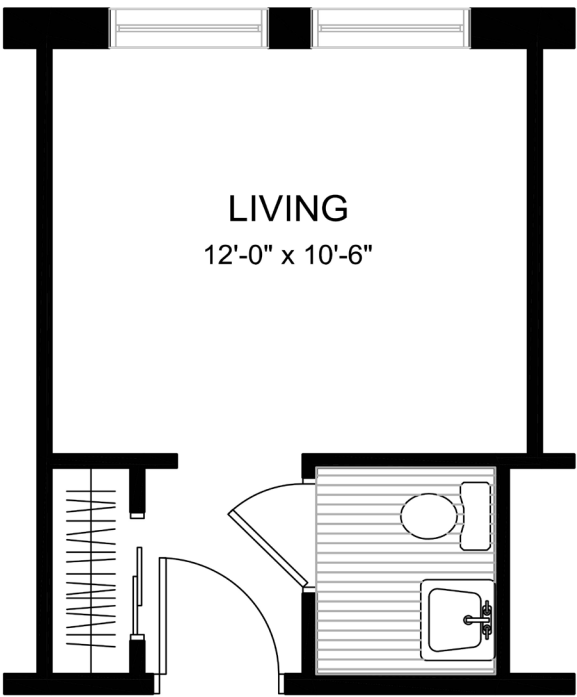
## Hilltop Campus

### Assisted Living Residence (ALR, SNALR, & Enhanced)

| Type of Accommodations                       | Daily Rate |
|--|------------|
| Private Room .....                           | \$275      |
| Private Room (Tier One Package) .....        | \$300      |
| Private Room (Tier Two Package) .....        | \$335      |
| Deluxe Private Room .....                    | \$285      |
| Deluxe Private Room (Tier One Package) ..... | \$310      |
| Deluxe Private Room (Tier Two Package) ..... | \$346      |

A one-time community fee of \$1500 is due at move-in. This fee supports the services and amenities that help make our community a comfortable and welcoming place to call home.

\*Rates effective January 1, 2026



Private Room



Private Room

\*Rooms may vary from floor plans

**Assisted Living Residence**

**MODEL RESIDENCY AGREEMENT**

**Approved  
March 20, 2009**

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## RESIDENCY AGREEMENT

**This Agreement** is made by and among UMH NY Corp., a New York not-for-profit corporation with a principal place of business at 10 Acre Place, Binghamton, New York 13904 [(607) 775-6400] (the “Operator”), \_\_\_\_\_, of \_\_\_\_\_ (the “Resident” of “You”), \_\_\_\_\_, of \_\_\_\_\_ (the “Resident’s Representative, if any) and \_\_\_\_\_, of \_\_\_\_\_ (the “Resident’s Legal Representative”, if any).

## RECITALS

**The Operator** is licensed by the New York State Department of Health to operate an Assisted Living Residence and an Adult Home at 286 Deyo Hill Road, Johnson City, New York 13790 known as **HILLTOP MANOR WEST**. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence.

You have requested to become a Resident at **HILLTOP MANOR WEST** (the “Residence”) and the Operator has accepted your request upon the terms and conditions set forth below.

## **AGREEMENTS**

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

Beginning on \_\_\_\_\_, \_\_\_\_\_, the Operator shall provide the following housing accommodations and services to You at the Residence, 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**

- 1. Your Room.** You may occupy and use a “Private” room or a “Deluxe Private” room in the Residence identified on Exhibit I.A.1. (the “Room”), subject to the terms and conditions of this Agreement.
  - (i) The Operator is not liable for loss, expense or damage to any person or property, unless due to the Operator’s negligence.
  - (ii) Resident shall advise the Operator of the Resident’s intention to temporarily leave the Residence by “signing out” on the “sign out” ledger maintained by the Operator.
  - (iii) The Resident hereby acknowledges that, for the health and safety of all residents, employees and guests of the Residence, all employees and guests of the Residence, and all residents of the Residence admitted after June 1, 1998, shall not be permitted to smoke any tobacco products in the Residence and shall be required



to comply with the Residence's "no smoking" policy. The Resident hereby agrees to fully comply with the Residence's "no smoking" policy as now promulgated and as it may be amended by the Operator from time to time.

- (iv) The Resident agrees to update the Resident's financial information during January of each year on forms provided to Resident by Operator, within thirty (30) days of receipt by Resident of such forms.
- (v) Resident agrees that Resident shall not bring any firearm(s) or any other weapon(s) of any kind into the Room or onto the premises of the facility which contains the Room, for any purpose whatsoever, and Resident shall not permit any guest or invitee of Resident to bring any firearm(s) or any other weapon(s) of any kind into the Room or onto the premises of the facility which contains the Room.
- (vi) The Resident understands that the Operator admits residents without regard to religion, race, color, class, creed, national origin, sex or sexual orientation, or sponsor.

- 2. **Common Areas.** You will be provided with the opportunity to use general purpose rooms at the Residence such as lounges, common rooms and the like.

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

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

**4. Furnishings Provided By You.**

Attached as Exhibit I.A.4. and made a part of this Agreement is an inventory of furnishings and other items supplied by You in the Room.

**B. Basic Services (Tier 1)**

The following services (“Basic Services”) will be provided to You, in accordance with your Individualized Service Plan (“ISP”) as described in paragraph 9 below.

**1. Meals and Snacks.** Three (3) nutritionally well-balanced meals per day (breakfast, dinner and supper) served in the dining room and any snacks You request each day, unless restricted by Your physician, are included in Your Basic Rate as defined in Section III.A. below and as shown in Exhibit 111.A.2. at page 50(a).

(i) The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan:

- No Added Salt (NAS)
- Consistent Carbohydrate Diet (CCD)
- Solid Altered Consistencies (Mechanical Soft, Pureed)
- Liquid Altered Consistencies (Nectar, Honey)

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.**
4. **Linen Service.** (Towels and wash cloths; pillow; pillowcase, blanket; bed sheets; bedspread; all clean and in good condition).
5. **Laundry of Your personal washable clothing.**
6. **Supervision.** See Section 8 in Exhibit III.A.2., pages 50(a), 50(b), and 50(c).
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 and referral, and coordination with available resources to best address Your identified needs and interests.
8. **Personal Care.** Some assistance with bathing, grooming, dressing, toileting, (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), feeding, medication acquisition, storage and disposal of medication, and assistance with self-administration of medication as more particularly set forth in Exhibit III.A.2., at pages 50(a), 50(b), and 50(c).

**9. Development of Individualized Service Plan.** An initial Individualized Service Plan (“ISP”) shall be developed for You upon admission to the Residence. Your ISP shall be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

**C. Additional Services/Tiered Fee Arrangements.**

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, certain additional services or amenities available for an additional or supplemental 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.

Exhibit III.A.2., attached to and made a part of this Agreement describes in detail enhanced Basic Services for additional fees.

**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 reasonably 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. Flat Fee Arrangements**

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay when due, and the Operator agrees to accept \$\_\_\_\_\_ per day in full satisfaction of the Basic Services for a "Private" Room described in Section I.B. of this Agreement (*the "Private Basic Rate"*) or \$\_\_\_\_\_ per day in full satisfaction of the Basic Services for a "Deluxe Private" Room described in Section I.B. of this Agreement (*the "Deluxe Private Basic Rate"*). The amount of the "Private Basic Rate" and the "Deluxe Private Rate" is set forth in Exhibit III.A.2. at page 50(a).

- (i) The Operator may require the Resident to move from a "Deluxe Private" Room to a "Private" Room if (i) the Resident fails to pay the full daily "Deluxe Private" Basic Rate rent then in effect for private pay residents and (ii) the Resident is then occupying a "Deluxe Private" Room, provided that the Resident has agreed to the move in writing or has been given forty-five (45) days written notice as set forth in this Section III.E.1. of the change in daily "Deluxe Private" Basic Rate. Nothing herein shall (i)

require the Operator to accept less than the full daily “Deluxe Private” Basic Rate of the full daily “Private” Basic Rate, as the case may be, then in effect, or (ii) modify, change or waive any of Operator’s rights under Section XIII of this Agreement.

**2. The Resident shall also pay:**

- (i) All physician fees and other medical and pharmaceutical expenses of the Resident.
- (ii) All taxi, medivan, ambulance, and hospital charges or expenses incurred by Resident.
- (iii) All special equipment expenses needed by Resident as ordered by Resident’s physician.
- (iv) All personal telephone services used in the Room. Resident shall arrange for telephone services with the Resident’s telephone company.
- (v) Maintenance and service for all of Resident’s personal property located in the Room.

**B. Supplemental or Additional Fees/Tiered Fees.**

A supplemental or Additional Fee (including Tiered Fees) is a fee for service, care or amenities that is in addition to those fees included in the “Private” or “Deluxe Private” Basic Rate.

A Supplemental Fee, Additional Fee or Tiered Fee must be at Resident’s option.

As set forth in Section III.E. hereof (see page 12), in some cases, the law permits the Operator to charge an Additional Fee without the express written approval of the Resident.

Any charges by the Operator, whether a part of the “Private” or “Deluxe Private” Basic Rate, Supplemental, Additional Fees or Tiered Fees shall be made only for services and supplies that are actually supplied to the Resident.

**C. Rate or Fee Schedule.**

1. Attached as Exhibit I.C. and made a part of this Agreement, is a rate or fee schedule, covering any Additional or Supplemental 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.
2. Attached as Exhibit III.A.2. and made a part of this Agreement is a rate or fee schedule covering both the “Private” and “Deluxe Private” Basic Rate and the rates for the enhanced services covered under a Tier 1 and a Tier 2 Package of services.

**D. Billing and Payment Terms.**

1. Payment of the amount due hereunder is to be made one (1) month in advance and is due on or before the 10<sup>th</sup> day of the current month and shall be delivered to the Operator at 10 Acre Place, Binghamton, New York 13904. Payments must be paid in full with no amount subtracted from it. If

You fail to make any monthly payment by the 10<sup>th</sup> day of that month, You will be in default under this Agreement and the Operator may terminate this Agreement and Your right to possession of the Room as set forth in Section XIII. of this Agreement.

2. Except where the Resident's source of payment is Medicare, Medicaid, or other third party insurance, the Resident agrees to pay a late charge if any payment due to the Operator is more than fifteen (15) days late, to cover the costs of the delay. This charge shall be two percent (2%) of the overdue payment.

Notwithstanding anything herein to the contrary, this late charge shall not be due if prohibited by any applicable law, rule or regulations.

**E. Adjustments to “Private” or “Deluxe Private” Basic Rate or Additional or Supplemental or Tiered Fees.**

1. Except as set forth in paragraphs 2, 3 and 4 of this Section III.E., You have the right to written notice of any proposed increase of the “Private” or “Deluxe Private” Basic Rate or any Additional or Supplemental fees or Tiered Fees not less than forty-five (45) days prior to the effective date of the rate or fee increase.
2. 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.

3. If the Operator provides additional care, services or supplies upon the express written order of Your physician, the Operator may, through an amendment to this Agreement, increase the “Private” or “Deluxe Private” Basic Rate or an Additional or Supplementary or Tiered fee upon less than forty-five (45) days written notice.
4. In the event of any emergency which affects You, the Operator may assess (upon less than forty-five (45) days written notice) additional charges for Your benefit as are reasonable and necessary for all expenses including, but not limited to, services, material, medications, equipment and food supplied during such emergency.

**F. Bed Reservation.**

1. The Operator agrees to reserve Your Room as specified in Section I.A.1. above in the event of Your absence. The charge for this reservation is the then current full “Private” or “Deluxe Private” Basic Rate for Your Room as set forth in this Section III.A.(1) above. Your Room will be reserved as long as You pay the then current full daily “Private” or “Deluxe Private” Basic Rate for the Room. A provision to reserve a residential space does not supercede the requirements for termination as set forth in Section XIII. of this Agreement. You may choose to terminate this Agreement rather than

reserve such space, but You must provide the Operator with the required notice set forth in Section XIII.A.2. of this Agreement.

2. Notwithstanding the foregoing, during any period of time that the Resident is absent from the Room due to hospitalization or placement at another facility or other cause, Resident shall remain liable for all payments due under this Agreement until Resident terminates this Agreement or the Operator terminates this Agreement pursuant to the terms hereof, and the Room is cleared of all Resident's personal property.

#### **IV. Refund/Return of Resident Monies and Property.**

- A. **Accounting.** Upon termination of this Agreement or at any time of Your discharge, but in no case more than thirty (30) business days after You leave the Residence, the Operator must provide You, Your Resident Representative or Legal Representative or any person designated by You in this Agreement with a final written statement of Your payment record and personal allowance account, if any, at the Residence.
- B. **Refund/Return After Discharge.** The Operator must also return at the time of Your discharge, but in no case more than three (3) business days after Your discharge, any of Your money or property which comes into the possession of the Operator after Your discharge. Notwithstanding the foregoing, any refund of the "Private" or "Deluxe Private" Basic Room Rate charges or the Tier 1 or Tier 2 Package charges, if applicable, will be prorated after all charges have been

computed and paid based upon (a) the rate charged for the Room, actual days of residency, bed reservation, and (b) the rates charged and the services rendered for the Tier 1 or Tier 2 Package enhanced services, if applicable and the terms of the Notice as defined in Section XIII. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made.

- C. Refund/Return After Death.** If you die, the Operator must turn over Your property to the legally authorized representative of Your estate. If no person is appointed as such authorized representative of Your estate, the Operator shall deliver Your property to either the Resident's Representative or the Resident's Legal Representative or any other person You designate in this Agreement.

**V. Transfer of Funds or Property or Items of Value to Operator.**

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, and the Operator agrees to accept custody of such items, the Operator must enumerate the items transferred and attach such list to this Agreement. Such listing, if any, shall be attached as Exhibit V. and made a part of this Agreement. Such listing shall also include any money, property or things of value given to the Operator 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 listing is attached as Exhibit VI of this Agreement.

**VII. Fiduciary Responsibilities.**

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.**

1. The Operator agrees to offer to establish a personal allowance account for any Resident who received 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 by inserting your initials on one of the lines set forth below:**

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 SSI or SNA funds \_\_\_\_\_

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

2. The Resident and the Resident's Representative and Resident's Legal Representative hereby agree to apply any and all Social Security benefits and/or payments received by the Resident or to which the Resident is entitled, now or in the future, to the amounts due or payable by the Resident to the Operator pursuant to the terms of this Agreement.
3. Resident and the Resident's Representative and Resident's Legal Representative further agree to apply any and all Medicare, Medicaid, Veteran's Administration, public pension and/or private pension benefits and/or payments received by the Resident or to which the Resident is entitled, now or in the future, to the amounts due or payable by the Resident to the Operator pursuant to the terms of this Agreement. The Resident and the Resident's Representative and Resident's Legal Representative hereby assign all of such payments and benefits, now or in the future, to the Operator and hereby agree that in the event the Resident and/or the Resident's Representative and Resident's Legal Representative do not apply any

such payments and/or benefits in accordance with this paragraph, the Operator shall be entitled, in addition to all other legal remedies, to the equitable remedy of specific performance to enforce the agreements of the Resident, the Resident's Representative and the Resident's Legal Representative as set forth in this paragraph.

**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 to the Residence any resident in need of 24-hour skilled nursing care.
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 You and has determined that You are appropriate for admission to the 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. You have represented to the Operator that Your income and resources are sufficient to cover the cost of Your care needs in the Residence.

5. If You are being admitted to the Operator's duly certified Enhanced Assisted Living Residence ("EALR"), the additional terms of the "Enhanced Assisted Living Residence Addendum" attached hereto and made a part of this Agreement as Exhibit XVIII will apply.
6. If You are being admitted to the Operator's Special Needs Assisted Living Residence ("SNALR"), the "Special Needs Assisted Living Residence Addendum" attached hereto and made a part of this Agreement as Exhibit XIX will apply.
7. If You are being admitted to the Operator's "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that in the sole discretion of the Operator, You are no longer appropriate for residency in the Basic Assisted Living Residence even with the enhanced additional services provided under the Tier 1 or Tier 2 Package of services, the Operator and You will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator has a room available in either its EALR or its SNALR and is able and willing to meet Your needs in either its EALR or its SNALR, You may be eligible for residency in either the Operator's EALR or SNALR.
8. Under the New York State Health Department regulations, 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 chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically require the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.

9. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum (Exhibit XVIII).
10. Resident and Resident's Representative and Resident's Legal Representative hereby agree that the final decisions on admission to the Operator's EALR or SNALR in the Residence will be made by the Operator.

**XI. Rules of the Residence (if applicable).**

Attached as Exhibit XI and made a part of this Agreement are the "Rules of the Residence". By signing this Agreement, Resident, Resident's Representative and Resident's Legal Representative each agree to obey all the Rules of the Residence.

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



A. In addition to the other responsibilities of the Resident, Resident's Representative and Resident's Legal Representative set forth in this Agreement, You, or Your Resident or Legal Representative to the extent specified in this Agreement, are also responsible for the following:

1. Payment of the "Private" or "Deluxe Private" daily Basic Rate and any authorized and agreed-to Additional or Supplemental Fees including the charges for the enhanced services under the Tier 1 or Tier 2 Package of services, if applicable, as detailed in this Agreement.
2. Supply of personal clothing, effects, spending money and other personal needs.
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 as it occurs of any change in Your health status, change in Your physician, or change in Your medications.

6. Informing the Operator promptly as it occurs of any change of Your name, Your address and/or phone number or the name, address and phone number of Your Resident Representative or Your Resident Legal Representative.
7. Informing the Operator promptly as it occurs of any change in Your financial condition.

**B.** The Resident's Representative and the Resident's Legal Representative shall be responsible to perform any obligation of the Resident under this Agreement which the Resident fails, refuses or is unable to perform. Notwithstanding the foregoing, neither the Resident's Representative or the Resident's Legal Representative shall be obligated to pay from their own personal funds any of the payments due the Operator from the Resident under this Agreement unless You have failed to make such payments and the Resident's Representative or the Resident's Legal Representative have executed the Guaranty set forth on pages 32 through 36 of this Agreement and/or the Guaranty of Payment of Public Funds set forth on page 37 of this Agreement.

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

#### **A. Termination/Discharge – Generally.**

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

- (i) By mutual agreement between You and the Operator;

- (ii) Upon thirty (30) days notice from You or Your Representative or Legal Representative to the Operator of Your intention to terminate the Agreement and leave the Residence;
- (iii) Upon thirty (30) days written notice from the Operator to You, Your Representative, Your Legal Representative, or such other person designated in this Agreement as a responsible party and any other person designated by You in writing;
- (iv) By Your death.

**B. Involuntary Termination/Discharge.**

1. Involuntary termination of this Residency Agreement is permitted only for the reasons listed below. After termination of the Agreement, You can be required to leave the Room only if the Operator initiates a court proceeding and the court rules in favor of the Operator.
2. Any one or more of the following are grounds upon which involuntary termination may occur:
  - (i) You require medical, nursing or other care which the Residence is not permitted by law or regulation to provide or the Operator determines, in its sole discretion, the Operator is unable to provide to You; or
  - (ii) Your behavior, in the sole judgement of the Operator, poses imminent risk of Your death or imminent risk of physical harm to You or anyone else or is otherwise improper in the sole judgement of the Operator; or

- (iii) You fail to make timely payment for the daily “Private” Basic Rate or the daily “Deluxe Private” Basic Rate, as the case may be, and/or any other charges authorized or required under this Agreement including the charges for the enhanced services under the Tier 1 or Tier 2 Package of services, if applicable, and which You have agreed to pay under this Agreement; or
- (iv) You repeatedly behave in a manner that directly impairs Your well-being, care or safety or the well-being, care or safety of any other Resident, or which, substantially interferes with the orderly operation of the Residence; or
- (v) The Operator has had its operating certificate limited, revoked or temporarily suspended or the Operator has voluntarily surrendered the operation of the facility; or
- (vi) A Receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law or any amendments thereto and its providing for the orderly transfer of all residents in the Residence to other residences or its making provisions for the Residents’ continued safety and care; or
- (vii) The Resident fails to fully perform or breaks any term or provision of this Agreement; or
- (viii) Resident assigns property for the benefit of creditors; or
- (ix) Resident files a voluntary petition in bankruptcy; or
- (x) An involuntary petition in bankruptcy is filed against Resident; or

(xi) Resident in insolvent and a trustee or receiver of Resident's property is appointed.

2. If Your failure to make timely payment as set forth in this Section III.A.1., subparagraph (iii) above, resulted from an interruption in Your receipt of any public benefit to which You are entitled, and such interruption was not the result of Your action or inaction, no court proceeding may be commenced against You by the Operator unless the Operator, during the thirty (30) day period of notice of termination, under Section XIII.A.3. above, 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 within thirty (30) days from commencement of the efforts of the Operator to reinstate such public benefits, the Operator may commence a court proceeding to require that You vacate the Room.

**C. Notice.**

1. 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 (the "Notice"). The effective date of the Notice must be at least thirty (30) days after delivery of the Notice to You.
2. The Notice must include the reason for termination, a statement of Your right to object to the Notice and a list of free legal advocacy resources approved by the State Department of Health (the "Department").

3. You may object to the Notice by contacting the Operator. You may also be represented by an attorney or advocate. If You object to the Notice, the Operator must institute a special proceeding in court to require You to leave the Room. You will not be discharged against Your will unless the court rules in favor of the Operator.

**D. Operator's Duties During Termination Process.**

1. 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 nor fail to provide any of the care and services required by the New York State Department regulations and this Residency Agreement, or engage in any action to intimidate or harass You.
2. If the Operator terminates this Agreement and proposes to transfer or discharge You from the Room, the Operator shall provide You with a list of the names and addresses of other facilities within Broome County to assist You in locating a care setting which is adequate, appropriate and consistent with Your wishes.
3. Both You and the Operator are free to seek any other judicial relief to which You or the Operator may be entitled.

**E. Costs of Enforcement and/or Collection.**

1. In the event of the breach by Resident or Resident's Representative and/or Resident's Legal Representative of any one or more of the provisions of this

Agreement, including within limitation, the non-payment of any sum due to the Operator pursuant to this Agreement, the Resident, the Resident's Representative and/or the Resident's Legal Representative, as the case may be, agree to pay all of the Operator's costs and expenses of enforcement of this Agreement and/or collection, including but not limited to, reasonable attorneys' fees and disbursements.

2. The Resident shall pay all fees associated with returned checks.

#### **XIV. Transfer.**

A. Notwithstanding the above, the Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location (the "Transfer") prior to termination of this Residency Agreement and without providing You with the Notice or commencing a court action, for any one or more of the following reasons:

1. You develop a communicable disease, medical or mental condition, or sustain an injury such that skilled medical or nursing services are required;
2. Your behavior poses an imminent risk of death or serious physical injury to You or to others; or
3. A Receiver has been appointed under the provisions of Section 461-f of the New York State Social Services Law or any amendments thereto and is providing for the orderly transfer of all residents in the Residence to other

residences or is making other provisions for the Residents' continued safety and care.

- B.** After the Transfer, the Operator shall proceed to terminate this Residency Agreement in accordance with the provisions of Section XIII. of this Agreement, except that the Notice shall be hand delivered to You at the location to which You have been transferred. If such hand delivery is not possible for any reason, the Operator is authorized to deliver the Notice to You by any one of the other methods provided by law for personal service upon a natural person.
- C.** If this Residency Agreement has not been terminated by the Operator and if, in the sole discretion of the Operator, the basis for the Transfer effected under this Section XIV. No longer exists, then the Operator shall readmit You to the Residence provided:
1. There is a room in the Residence; and
  2. The Operator, in its sole discretion, deems You appropriate for re-admission to the Residence; and
  3. You have delivered to the Operator and the Operator has accepted Your application for re-admission.
- D.** Upon termination of this Residency Agreement for any reason, Resident agrees to pay the full daily "Private" Basic Rate or the full daily "Deluxe Private" Basic Rate until the Resident's personal property is removed from the Room. After termination and removal of the Resident's personal property, the Operator will pro-



rate the daily “Private” Basic Rate or the daily “Deluxe Private” Basic Rate charges and refund any balance owed to the Resident within thirty (30) days of the removal of the Resident’s personal property from the Room. Any personal effects left by the Resident at the time of discharge and not picked up at the time of discharge by the Resident, the Resident’s Representative or the Resident’s Legal Representative may be disposed of by the Operator in any manner it deems appropriate in its sole judgement.

**XV. Resident Rights and Responsibilities.**

Attached hereto 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 available common area in the Residence. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

**XVI. Complaint Resolution.**

1. The Operator’s procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Resident’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 on the Residence.
2. 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 “Resident’s Organization”). The Operator agrees to address any complaints, problems,

issues or suggestions reported in writing by the Resident's Organization and to provide a written report to the Resident's Organization that addresses the same.

3. Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman Program 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 and is intended to supercede all prior agreements and undertakings with respect to the Resident's admission to the Residence.
2. This Agreement may be amended upon the written agreement of the parties, except for increases in charges or changes in services set forth in this Agreement and amendments required by changes in the law. Notwithstanding the foregoing, any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
3. This Agreement shall be governed by New York law.
4. The parties agree that this Agreement and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that this Agreement and related documents shall be made available

for inspection by the New York State Department of Health upon request at any time.

5. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.
6. The failure of any party to enforce any provision of this Agreement or the waiver by any party of a breach of this Agreement will not prevent a later enforcement of such provision and no party will be deemed to have waived future enforcement of such provision of this Agreement.
7. The Operator has made no promises to Resident other than those contained in this Agreement.
8. If a term or provision of this Agreement is found to be illegal or invalid, the remainder of this Agreement remains in full force.
9. This Agreement is binding upon the Operator, Resident, Resident's Representative, Resident's Legal Representative and those that lawfully succeed to their respective rights or take their place.
10. The captions in this Agreement are for convenience only and are not to be used to interpret any of the provisions of this Agreement.
11. All notices required to be given to the Operator shall be delivered personally to the Administrator of the Residence at 286 Deyo Hill Road, Johnson City, New York 13790.

**XVIII. Agreement Authorization.**

We, the undersigned, have read this Agreement, have been advised of and understand the provisions set forth herein, have received a duplicate copy thereof, and agree to abide by the terms and conditions herein and be legally bound by the terms of this Agreement.

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

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

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

Dated: \_\_\_\_\_ UMH NY CORP.

By: \_\_\_\_\_  
(Signature of Operator or the Operator's Representative)

**Notes:**

- 1. Additional Signatures or Initials are required of the Resident, the Resident's Representative or the Resident's Legal Representative on page 16 of this Agreement.**
- 2. Operator's disclosure of bed availability in its *EALR* or *SNALR* is required on Exhibit II, Disclosure Statement, on page 45 of this Agreement.**
- 3. The name and current residence address of the Resident may be required on page 32 of this Agreement.**
- 4. The signatures of Guarantor(s) may be required on pages 36 and 37 of this Agreement.**

**XIX. The signatures of Guarantor(s) may be required on pages 36 and 37 of this Agreement.**

## **XIX. Guaranty.**

### **NOTICE.**

The Operator cannot mandate that a resident or prospective resident agree to a guaranty of payment as a condition of admission unless the Operator has reasonably determined, on a case by case basis, that the prospective resident would either lack the current capacity to manage financial affairs and/or the financial means to assure payment to the Operator as due under this Agreement.

If the Operator determines that a guarantor of payment is required in any case, the form of Guaranty is as follows:

UMH NY Corp., a New York not-for-profit corporation, having an office at 10 Acre Place, Binghamton, New York 13904 (“the Operator”) is the owner and operator of an Assisted Living Residence building known as Hilltop Manor West (the “Residence”), located at 286 Deyo Hill Road, Johnson City, New York 13790.

\_\_\_\_\_, now residing at \_\_\_\_\_

(the “Resident”) has applied for admission to Hilltop Manor West. The undersigned understand that the Operator would not accept such application and provide the Room in Hilltop Manor West to the Resident unless the undersigned guarantees the Resident’s performance of the terms of the Residency Agreement of which this Guaranty is a part. The undersigned hereby acknowledge that the Residency Agreement may provide for admission of the Resident to the Operator’s Enhanced Living Assistance Residence

("EALR") or Special Needs Assisted Living Residence ("SNALR"). The Resident's admission to the Residence pursuant to the Residency Agreement may therefore include an Enhanced Assisted Living Residence Addendum (the "EALR Addendum") for admission to the EALP or a Special Needs Assisted Living Residence Addendum (the "SNALR Addendum"). The Residency Agreement and the EALR Addendum or the SNALR Addendum, as the case may be, shall hereafter be collectively referred to as the "Residency Agreement". The undersigned have requested that the Operator enter into the Residency Agreement with the Resident and the undersigned have a substantial interest in making sure that the Operator enters into the Residency Agreement with the Resident.

Therefore, in order to induce the Operator to accept and enter into the Residency Agreement, the undersigned hereby guarantees jointly and severally, absolutely and unconditionally, to the Operator, its successors and assigns, the full and prompt payment to the Operator of every indebtedness, liability and obligation of the Resident to the Operator under the Residency Agreement, and all reasonable attorneys' fees, costs and expenses of collection incurred by the Operator in connection herewith and in connection with the enforcement of this Guaranty. The undersigned understand that the Operator's charges under the Residency Agreement may change from time to time.

The undersigned further understand and agree that the Resident is not assured of Residency to any facility or program owned or operated by the Operator or its affiliates.

Notwithstanding anything in this Guaranty to the contrary, this Guaranty shall not apply to any obligations of the Resident (i) which applicable to Federal or State law, rule or regulation does not permit the undersigned to guaranty or (ii) for which the Operator is prohibited by Federal or State law, rule or regulation from seeking or accepting a guaranty of payment.

This is a guaranty of payment and the undersigned waives any right to require that any action be brought against the Resident or any other person. The Operator may, at its own option, proceed against the undersigned in the first instance to collect any monies, the payment of which is guaranteed hereby, without first proceeding against the Resident or any other person, and the liability of the undersigned hereunder shall be in no way affected or impaired by any acceptance by the Operator of any security for, or other guarantors upon, any indebtedness, liability or obligation of the Resident to the Operator.

In the event of nonpayment of all or any portion of the amounts due pursuant to the Residency Agreement, the Operator shall have the right to sue for and collect the balance due it by a suit at law under this Guaranty to recover such unpaid balance. In such suit to recover aforesaid, the undersigned hereby acknowledges that the only issue to be determined is the amount of the balance then remaining due, owing and unpaid by virtue of any default and failure on the part of the Resident to pay the same in accordance with the terms of the Residency Agreement, and in such litigation no defense shall be

available or shall be raised by the undersigned herein as to the validity of this Guaranty or as to the effectiveness and legal sufficiency thereof.

The undersigned hereby agrees that this instrument contains the entire agreement between the parties and that there is and can be no other oral or written agreement or understanding whereby the provisions of this instrument have been or can be affected, varied, waived or modified in any manner, unless the same be set forth in writing and signed by the Operator.

Each reference herein to the Operator shall be deemed to include its successors and assigns, in whose favor the provisions of this Guaranty shall also inure. This Guaranty shall, without further consent of or notice to the undersigned, pass to, and may be relied upon and enforced by, any successor or assignee of the Operator.

This Guaranty is, and shall be deemed to be, a contract entered into, under and pursuant to the laws of the State of New York, and shall be binding upon the undersigned and their heirs, executors, administrators, legal representatives, successors and assigns. This Guaranty shall continue in full force notwithstanding the death of the undersigned or any of the undersigned or of any other person liable upon or in respect of any indebtedness, liability and obligation guaranteed hereunder.



The undersigned shall not by reason of the performance of the terms and provisions of this Guaranty succeed to or be subrogated to the rights and privileges of the Operator against the Resident or be deemed to be a successor or assign of the Operator unless and until each and every indebtedness, liability and obligation of the Resident guaranteed hereunder shall have been fully paid and discharged.

No delay on the part of the Operator in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights or of the right of the Operator to take further action without notice or demand as provided herein.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Guarantor

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Guarantor

Address: \_\_\_\_\_  
\_\_\_\_\_

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

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, 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 “Private” or “Deluxe Private” Basic Rate and the charges for the enhanced services under either Tier 1 or Tier 2 Package of services, if applicable, and any agreed upon charges above and beyond the “Private” or “Deluxe Private” Basic Rate and the charges for enhanced services under either the Tier 1 or Tier 2 Package of services, if applicable, 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)

Address: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT I.A.1.**

**IDENTIFICATION OF ROOM (PRIVATE OR DELUXE PRIVATE)**

### **EXHIBIT I.A.3.**

#### **FURNISHINGS PROVIDED BY OPERATOR**

Standard single bed with box springs and mattress and bed linen

Pillow

Chair

Table

Lamp

Dresser

Lockable storage facility

Window curtains and shades

**EXHIBIT I.A.4**

**FURNISHINGS PROVIDED BY YOU**

## **EXHIBIT I.C.**

### **ADDITIONAL SERVICES, SUPPLIES OR AMENITIES**

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

#### **At no charge:**

Basic cable TV or basic TV service via a satellite system, at the Operator's sole discretion.

Ordinary activities supplies.

#### **Transportation:**

Medical – if the Resident is able to travel in the Residence's vehicle and such travel is available.

Recreational – when using the Residence's vehicle under the activity program.

#### **For an additional fee:**

##### **Professional Hair Grooming:**

Various hair grooming services are available. Prices for services are posted in the beauty shop and available upon request from facility charge personnel (e.g., the administrator, case manager, unit coordinators, evening charge) or the social worker.

##### **Personal Toilet Articles:**

Various related items are available. An itemized list with current prices is available upon request from facility charge personnel or the social worker.

##### **Commissary Goods:**

Various related items are available. Prices for goods offered through the café are posted.

## **EXHIBIT I.C. - Continued**

An itemized list of other available commissary goods, along with current pricing, is available upon request from facility charge personnel or the social worker.

Other:

Companion services are available on a per hour basis. Details regarding these services and current prices for services are available from the social worker.

Wellness Center membership is available on a per month basis. Details regarding this membership and current membership fee information are available at the Wellness Center or from the social worker.

Professional massage therapist services are available on a per ½ hour and per hour basis. Details regarding these services and current prices for services are available at the Wellness Center or from the social worker.

Through arrangement with outside vendor on fee-for-service basis:

Dry Cleaning

Additional Personal toilet supplies

Additional Commissary goods

Extraordinary activities supplies

Special cultural events

## **EXHIBIT I.C. - Continued**

Transportation:

Medical- except when payment is available under Medicare, Medicaid or third party coverage

Recreational – if there is chartered bus or cab service

Local and long distance telephone service

Barber services

Banking services



**EXHIBIT I.D.**

**LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

The Operator is a New York State Licensed Assisted Living Residence Provider with New York State Certificates to operate both an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence.

At this time, there are no other providers offering home care or personal care services under a financial arrangement with the Operator.

## **EXHIBIT II**

### **DISCLOSURE STATEMENT**

UMH NY Corp. (the “Operator”) as operator of Hilltop Manor West (the “Residence”), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide – see Exhibit XVII.
2. The Operator is licensed by the New York State Department of Health to operate at 286 Deyo Hill Road, Johnson City, New York, 13790, an Assisted Living Residence and an Adult Home.

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

- a. Enhanced Assisted Living services for up to a maximum of 72 persons.
- b. Special Needs Assisted Living services for up to a maximum of 36 persons.

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

Chronically chairfast and unable to transfer or chronically require the physical assistance of one or more persons to transfer; chronically require the physical assistance of one or more persons to walk; chronically require the physical assistance of one or more persons to climb or descend stairs; dependency on medical equipment and require more than intermittent or occasional assistance from medical personnel;

And chronic unmanaged urinary or bowel incontinence.

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

Elopement or unsafe wandering risk; guidance and cueing to perform ADL's appropriately and successfully; dementia and/or Alzheimer's disease requiring structured and therapeutic activities.

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

It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted

Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living unit (or program). If, however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representative to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If You become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence, it may be necessary for you to change Your room within the Residence.

3. The owner of the real property upon which the Residence is located is UMH NY Corp. The mailing address of such real property owner is 10 Acre Place, Binghamton, New York, 13904. The following individual is authorized to accept personal service on behalf of such real property owner:  
  
Ms. Kate McHugh, (or the then current) Administrator of Hilltop Manor West, 286 Deyo Hill Road, Johnson City, New York 13790.
4. The Operator of the Residence is UMH NY Corp. The mailing address of the Operator is 10 Acre Place, Binghamton, New York 13904. The following individual is authorized to accept personal service on behalf of the Operator: Ms. Kate McHugh, (or the then current) Administrator of Hilltop Manor West, 286 Deyo Hill Road, Johnson City, New York 13790.

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

NONE.

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

NONE.

7. *(Provide a statement regarding the ability of residents to receive services from service providers with whom the Operator does not have an arrangement.)*

The Resident is authorized to arrange services from any provider with whom the Operator does not have an arrangement as set forth on Exhibit I.C. of this Residency Agreement.

8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. *(Provide a statement regarding the availability of public funds for payment for residential, supportive or home health services, including but not limited to availability of Medicare coverage of home health services.)*

(i) When Resident's income and/or resources are depleted, Supplemental Social Security income (SSI) or Safety Net Assistance (SNA) may be available to a Resident. However, the Operator is under no obligation to Resident to

accept SSI or SNA as payment in full of the daily “Private” Basic Rate or the daily “Deluxe Private” Basic Rate and/or all other charges due from Resident under this Agreement, including the enhanced services under the Tier 1 and Tier 2 Package of services.

(ii) If the Resident is qualified for Medicare and is in need of home health services, the Operator will arrange for such home health services to be provided to the Resident by a certified agency.

10. The New York State Department of Health’s toll free telephone number for reporting of complaints regarding the services provided by the Assisted Living Operator or regarding Home Care Services is 1-800-628-5972.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free numbers 1-800-324-9871 to request an Ombudsman to advocate for the resident. (607) 222-1251 is the local LTCOP telephone number. The NYSLTCOP website is [www.ombudsman.state.ny.us](http://www.ombudsman.state.ny.us)

### **Exhibit III.A.2. - Tiered Fee Arrangements**

| Room Floor Plan  | Basic Rate  | Tier 1 Package  | Tier 2 Package |
|--|-------------|---|----------------|
| Private  | \$275 daily | \$300 daily   | \$335 daily    |
| Deluxe Private   | \$285 daily | \$310 daily   | \$346 daily    |
| <b><u>Basic Rate Services</u></b>  |             |   |                |
| 1. <b>Three meals and snacks daily</b> (see page 6 of this Agreement)                                  |             |   |                |
| 2. <b>Laundry/Linen</b> (see page 7 of this Agreement)   |             |   |                |
| 3. <b>Housekeeping</b> (see page 7 of this Agreement)  |             |   |                |
| 4. <b>Activity programming</b> (see page 7 of this Agreement)  |             |   |                |
| 5. <b>Case Management, including Individualized Service Plan</b> (see pages 7 and 8 of this Agreement) |             |   |                |
| 6. <b>Personal Care Assistance</b> (staffing will provide a minimum of 4.0 hours weekly)               |             |   |                |
| Showers/Bathing  |             | Assistance by staff 1-2 times per week  |                |
| Dressing and Grooming  |             | Reminders and/or prompting for shaving, oral care, hair care, layout/selection of clothing, and assistance as needed with socks, shoes and compression hose |                |
| Toileting/Incontinence Care  |             | Periodic reminders and/or prompting up to 4 times per day   |                |
| 7. <b>Medication Assistance</b>  |             |   |                |
| Self-Medication  |             | Case Management and periodic assessments  |                |
| Assistance with Routine Oral Medications   |             | Assistance by staff up to 3 prescribed times per day  |                |
| Self-managed Eye Drops, Ear Drops, Nasal Sprays, Inhalers, Glucose Finger Stick Testing, etc.          |             | Supervision, Case Management and periodic assessments of self-managed medications or assistance by staff up to 2 times per day                              |                |
| Injections   |             | Assistance by a Nurse up to 2 times per day   |                |
| 8. <b>Supervision</b>  |             |   |                |
| Safety/Supervision Checks by Staff   |             | Once between 7 am – 3 pm.; once between 3 pm. – 11 pm, every 2 hours between 11 pm – 7 am   |                |
| 9. <b>Medical Equipment</b>  |             |   |                |
| Urinary Catheter Care  |             | Self-managed supervision and/or reminders   |                |
| Colostomy Care   |             | Self-managed supervision and/or reminders   |                |
| Oxygen, BiPAP/CPAP   |             | Self-managed supervision and/or reminders   |                |
| Nebulizers   |             | Periodic assistance by staff with set-up and cleaning up to 2 times per day (less than continuous standby throughout treatment) for less than 2 weeks       |                |
| 10. <b>Meal Assistance</b>   |             |   |                |
| Assistance at Meals  |             | Self-managed supervision and encouragement, Reminders for meals, set-up, cut meats  |                |
| 11. <b>Skilled Nursing (EALR Only)</b>   |             |   |                |
| Dressing Changes   |             | Non-complicated treatments to a maximum of one daily, for a duration of less than 2 weeks.  |                |

## **Tier 1 Package Services**

### **1. Basic Rate Services as Listed on pages 6, 7 and 8 of this Agreement**

### **6. Personal Care Assistance (staffing will provide a minimum of 4.0 hours weekly)**

|                             |  |
|-----------------------------|--|
| Showers/Bathing             | Assistance by staff 3-4 times per week   |
| Dressing and Grooming       | Minimal assistance by staff required (less than 15 minutes per episode) with shaving, oral care, hair care, layout/selection of clothing, socks, shoes and compression hose. |
| Toileting/Incontinence Care | Assistance with changing incontinence products and/or a routine toileting schedule more than 4 times per day but less than every 2 hours                                     |

### **7. Medication Assistance**

|  |  |
|--|--|
| Assistance with Routine Oral Medications   | Assistance by staff more than 3 times per day                                  |
| Assistance with Eye Drops, Ear Drops, Nasal Sprays, Inhalers, Glucose Finger Stick Testing, etc. (EALR Only) | Assistance by staff 3 times per day  |
| Injections   | Assistance by a Nurse 3 times per day  |
| Suppositories/Enemas (EALR Only)   | Periodic assistance by nursing staff as needed                                 |
| RN Direction for PRN Medications (EALR Only)   | Periodic need (no more than once per week) for RN direction of PRN medications |

### **8. Supervision**

|                                    |   |
|------------------------------------|---|
| Safety/Supervision Checks by Staff | More than once (up to every two hours) between 7 am – 3 pm;<br>more than once (up to every two hours) between 3 pm – 11 pm;<br>every two hours between 11 pm – 7 am |
| One-to-one Attention by Staff      | Up to 1 hour per day  |

### **9. Medical Equipment**

|                       |   |
|-----------------------|---|
| Urinary Catheter Care | Assistance with emptying, cleaning, and changing drainage bag   |
| Colostomy Care        | Assistance with emptying, cleaning, and changing drainage bag   |
| Oxygen, BiPAP/CPAP    | Less than continuous use or at bedtime only   |
| Nebulizers            | Periodic assistance by staff with set-up and cleaning up to 2 times per day (less than continuous standby throughout treatment) for more than 2 Weeks |

### **10. Meal Assistance**

|                        |  |
|------------------------|--|
| Assistance with Eating | Individualized cueing, guidance, direction, and/or initial jump starting |
|------------------------|--|

### **11. Skilled Nursing (EALR Only)**

|                                    |   |
|------------------------------------|---|
| On-going RN Assessment (EALR Only) | Periodic assistance by RN staff as needed (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.) |
| Dressing Changes                   | Non-complicated treatments to a maximum of one per day for more than 2 weeks  |

### **12. Assistance with Transfers and/or Ambulation**

Standby assistance of staff for safety, requires intermittent cueing/supervision and/or physical assist of one



## **Tier 2 Package Services**

### **1. Basic Rate Services listed on pages 6, 7 and 8 of this Agreement**

### **6. Personal Care Assistance (staffing will provide a minimum of 4.0 hours weekly)**

|                             |  |
|-----------------------------|--|
| Showers/Bathing             | Assistance by staff more than 4 times per week   |
| Dressing and Grooming       | Prolonged assistance by staff required (more than 15 minutes per episode) with shaving, oral care, hair care, layout/selection of clothing, socks, shoes and compression hose. |
| Toileting/Incontinence Care | Assistance for unmanaged incontinence or routine toileting schedule every 2 hours  |

### **7. Medication Assistance**

|  |  |
|--|--|
| Assistance with Routine Oral Medications | Assistance by staff as needed throughout the day 4 or more times per day |
|--|--|

|  |  |
|--|--|
| Assistance with Eye Drops, Ear Drops, Nasal Sprays, Inhalers, Glucose Finger Stick Testing, etc. (EALR Only) | Assistance by staff four or more times per day |
|--|--|

|            |  |
|------------|--|
| Injections | Assistance by a Nurse four or more times per day |
|------------|--|

|                                  |   |
|----------------------------------|---|
| Suppositories/Enemas (EALR Only) | Routine assistance by nursing staff as needed |
|----------------------------------|---|

|  |   |
|--|---|
| RN Direction for PRN Medications (EALR Only) | Frequent need (more than once per week) for RN direction of PRN medications |
|--|---|

### **8. Supervision**

|                                    |   |
|------------------------------------|---|
| Safety/Supervision Checks by Staff | More than every two hours at any time of day or night |
|------------------------------------|---|

|                               |  |
|-------------------------------|--|
| One-to-one Attention by Staff | More than 1 hour per day up to 3 hours per day maximum |
|-------------------------------|--|

### **9. Medical Equipment**

|                       |   |
|-----------------------|---|
| Urinary Catheter Care | Assistance with emptying, cleaning, and changing drainage bag   |
| Colostomy Care        | Assistance with emptying, cleaning, and changing drainage bag   |
| Oxygen, BiPAP,/CPAP   | Continuous Use and Required Assistance by Staff   |
| Nebulizers            | Routine assistance by staff with set-up and cleaning more than 2 times per day <u>or</u> continuous assistance/standby throughout treatment |

### **10. Meal Assistance**

|                        |   |
|------------------------|---|
| Assistance with Eating | Continual Jump Starting or Full Physical Assistance |
|------------------------|---|

### **11. Skilled Nursing (EALR Only)**

|                                    |  |
|------------------------------------|--|
| On-going RN Assessment (EALR Only) | Routine assistance by RN staff weekly or more frequently (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.) |
| Dressing Changes                   | Twice Daily or more frequently, for a duration more than 2 weeks   |

|  |   |
|--|---|
| <b>12. Assistance with Transfers and/or Ambulation</b> | Physical Assistance of 2 Staff up to and Including the Use of a Mechanical Lift |
|--|---|

**EXHIBIT III.A.2.**

**TIERED FEE ARRANGEMENTS**

See pages 50(a), 50(b), 50 (c)

Name: \_\_\_\_\_ Room: \_\_\_\_\_

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

**Tier 1 Daily Rate** \_\_\_\_\_

**Tier 2 Daily Rate** \_\_\_\_\_

We, the undersigned, have received the Tiered Fee Arrangements and have been advised and understand the effective date of the new daily rate.

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

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

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

Dated: \_\_\_\_\_  
UMH NY CORP.

By: \_\_\_\_\_  
(Signature of Operator or the Operator's Representative)

**EXHIBIT III.B.**

**SUPPLEMENTAL OR ADDITIONAL FEES**

None

**EXHIBIT III.C.**

**RATE OR FEE SCHEDULE**

(See page 50(a) of this Agreement for the Basic Rates)

**EXHIBIT V**

**TRANSFER OF FUNDS OR PROPERTY OR ITEMS**

**OF VALUE TO OPERATOR**

**EXHIBIT VI.**

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

## **EXHIBIT XI.**

### **RULES OF THE RESIDENCE**

#### **Clothing**

Be certain that your name is written on the label inside each item of clothing. The Residence cannot be held responsible for lost, unmarked clothing. Marking pens are available at your Personal Care station.

#### **Clutter**

Clutter: The Resident's Room shall be deemed cluttered when the furnishings and the Resident's personal belongings, either by placement, amount, or misuse, constitute either a fire or safety hazard. Clutter endangers the safety of residents, visitors, and staff and can impede the safe removal of said persons in times of personal emergency and general evacuation.

#### **Guidelines used in determining clutter in the Resident's Room:**

1. Windows: Nothing shall be placed in front of windows as to fully block passageways.
2. Furniture: No furniture shall be situated in a room as to block passageways.
3. Boxes and bags: (of extra belongings) shall be placed in either closet area or in general storage.
4. Furniture tops: Shall not be piled with burnable items.
5. Entrances: Nothing shall be situated as to hinder opening of entrances.
6. Bathrooms: Are not to be used for storage areas. Glass bottles should not be stored on toilet tanks. Very small floor storage shelves may be used. Food or other items should not be stored in bathrooms.
7. Electrical cords: Shall be placed against the walls as not to hinder passage.
8. Piles of shoes, etc.: Must be placed in closet or storage area.
9. Beds: Kept clear and not used as storage areas underneath. Standard storage boxes or suitcases with items in them may be stored under beds.

10. Hallways: Should have a clear passage at all times.
11. Passageway: A 20 square foot space is to be used for passageway in the Resident's Room. This will leave approximately 100 square feet for personal possessions in the Room.

### **Dining Services**

Residents are expected to attend meals in the dining room.

### **Dry Cleaning**

A dry cleaning service visits the Residence twice weekly. If you leave dry cleaning, be sure your name is on the clothing and it is left on the designated rack in the Auditorium. The cleaner comes on Tuesday and Friday, and will return your clothing to the rack. After picking up your item(s), you may pay the receptionist at the front desk, or pay by voucher.

### **Fire Safety**

Smoke detectors are installed in each room of the Residence. The Residence has a sprinkler system throughout the building, along with heat detectors and automatic fire doors. If a fire were to occur, staff would direct you out of danger. New York State regulations require that fire drills be held throughout the year at different times of the day. Please respond in a calm manner and follow staff directions when the drills are held. (Directions for residents to follow in a fire are posted in each room.)

### **Guest Meals**

Guests wishing to share a meal with you in our dining room may purchase a meal ticket from the receptionist at the Main Desk in the Residence. The cost is available at the Business Office or at the desk. Your name should be filled in on the front of the ticket and given to the food server in the dining room. Arrangements must be made with our Personal Care Department in the Residence.

### **Hearing Aids**

Since hearing aids are very small, and because they are also very expensive, staff urges YOU to take precautions not to lose them. If You are not wearing Your aid, please be sure it is in its box and safely in a drawer. The Operator is not responsible for replacing lost hearing aids.



## **Laundry**

Laundry service is provided by the Operator. Please be certain your clothing is properly marked with your name. Laundry pens are available at Personal Care stations. The Operator is not responsible for lost clothing or for shrinkage or damage. Clothing needing special attention should be done elsewhere. Your family may decide to handle your laundry. If so, please notify the Personal Care staff in the residence.

## **Liability**

The Operator's liability insurance does not protect the Resident against loss of valuables or damage to personal property. Many residents have protected themselves by purchasing tenant homeowner's (renter's) policies. You are urged to contact your present insurance agent if you are interested in obtaining this type of protection. Items that you might be especially concerned about, such as jewelry, antiques, furs, etc., may need to be specifically insured.

## **Medications**

Medications for all residents are obtained from a pharmacy. Medications are dispensed in unit doses. This not only is a significant safety factor, but is also a financial advantage as most unused portions of unit dosage medication can be returned for refund. Personal Care staff of the Residence will coordinate Physician medication orders and services. Upon admission, however, we ask you to contact our pharmacy to establish billing procedures with them. They will bill you directly once a month for medications. (Be sure to ask the Case manager about the New York State EPIC program. You may be eligible for medication subsidy.) State regulations do not permit Personal Care Aids to dispense medication to you for use during periods of absence from the unit. Therefore, please notify Personal Care staff of intended absences at least 24 hours in advance. This will allow Personal Care staff enough time to request the pharmacy to supply you with medication to use during your leave of absence from the Residence.

## **Newspaper**

You or your family may arrange for delivery of the Press and Sun Bulletin by calling the circulation department at 798-1161. The Resident must pay the carrier directly or arrange to be billed.

## **Payment**

Monthly payment of your bill can be either mailed to:

**UMH NY Corp.  
Corporate Accounting Office  
10 Acre Place  
Binghamton, NY 13904**

**OR**

For your convenience, payments may be received in the Main lobby of the Residence.

## **Physician Services**

To see your Physician, you must go to his/her office. If you are not feeling well, Personal Care staff will call your Physician. If your Physician feels that he/she needs to see you, he/she will make an appointment for your visit. Otherwise, your Physician may order medication by phone or he/she may request that you be sent to the emergency room of a local hospital for evaluation or treatment. If you have scheduled an appointment with your Physician, please notify Personal Care staff. They can assist you in setting up appointments and in arranging for transportation. Personal Care staff will give you paperwork for your Physician to complete and return to them. You are required to have a yearly physical by the Physician of your choice. Payment of Physician services are not included in your daily "Private" or "Deluxe Private" Basic Rate.

## **Podiatric Services**

Podiatric services are available to the Resident. If you wish to make an appointment with a Podiatrist, Personal Care staff will assist you in doing so. You may retain your own Podiatrist in the community. Payment of Podiatric services are not included in the daily "Private" or "Deluxe Private" Basic Rate.

## **Religious Services**

Protestant services are held every Sunday evening and are conducted by our Chaplain. Catholic Mass is celebrated every week. Time, day and date of services is noted on the monthly activity calendar, which is located on the back of the weekly menu. Your own clergyman is, of course, welcome to visit at any time.

## **Signing Out**

The Operator requests that, at any time you are leaving the Residence, you or your family member sign out at the Personal Care station on your floor.

## **Smoking**

Smoking cannot be allowed in your room by you or your visitors, as our facility is a non-smoking facility. There is, however, an outdoor designated resident smoking area outside the first floor of the Residence that can be used by both residents and visitors.

## **Storage**

Storage space is very limited in the Residence and what we do have available may be used on a temporary basis only. For anyone using temporary storage, there is a thirty (30) day limit, after which time the items will be given to charity or donated to the facility for use or sale. This storage policy is strictly enforced. We appreciate your understanding. Please contact the Housekeeping Department if you have any questions.

## **Supplemental Social Security/Medicaid**

SSI is a program designed to supplement your monthly income in order to help you pay expenses. If your private resources have been exhausted to a level of \$3,000 to \$4,000, contact the Case Manager for information and guidance in contacting the Social Security Office and the Department of Social Services. During this process, you may also become eligible for Medicaid. SSI will help cover your monthly rent and Medicaid will pay your medical expenses. Please notify the Case Manager six months in advance when your monies are being exhausted.

## **Telephone**

You or your family may obtain a personal telephone for your use by calling for this service at 1-800-837-4966. It usually takes a week from the time of the order to have the telephone jack activated. There is a telephone jack in each room. You must provide your own phone.

## **Tipping, Gratuities, Solicitation**

No tips, gifts, loans or gratuities may be accepted individually for services rendered. Occasionally a resident, in appreciation of services and care given, may wish to present a department with a non-monetary gift such as candy or fruit. This is not a violation of policy. However, employees are absolutely prohibited from soliciting from residents. Any violation of policy would result in disciplinary proceeding, which may lead to termination of employment.

## **Transportation**

The Operator provides transportation for residents for regularly scheduled outings to the grocery store, the mall, etc. Transportation is also available for group outings planned through the Recreational Therapy Department. Transportation can also be used for personal appointments with physicians, lawyers, etc. on space available basis. If you wish to use the house transportation for personal appointments, please schedule this through the Personal Care staff on your floor. Priority is given to medical and legal appointments before consideration to persons using the bus for recreational outings. The Operator cannot provide transportation for residents who cannot travel independently. If you are not able to use our bus, Personal Care staff will assist you in obtaining transport for medical appointments by medi-van or with the BC Lift. Family assistance with transportation is encouraged and appreciated since we do not have a staff available to accompany residents to and from appointments.

## **Valuables**

The Operator is not responsible for money or belongings which may be lost, stolen or damaged. Consequently, large sums of money or other very valuable items should be retained by family members or locked in the safe in the Administrator's office adjacent to the Main Lobby in the Residence.

## **Visitors**

Visiting hours are from 8:00 a.m. to 9:00 p.m. After these hours, or in special circumstances, go to the ambulance entrance of the Residence and ring the buzzer located on the right side of the door.

## **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 OTHERWISE, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMAN 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 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 OF 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 INVOLVING SUCH RESIDENT.

(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) EXCEPT AS OTHERWISE PROVIDED IN THE RESIDENCY AGREEMENT, 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.

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 FOR ANY OTHER MEANS.

## EXHIBIT XVI

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

- I. Any Resident or family member may submit problems/grievances to:
  - A. The Resident Council
    - 1. Residents may voice concerns during Resident Council Meetings. All concerns voiced will be addressed by Administration.
  - B. The Social Worker directly
    - 1. Will bring the problem directly to the attention of the Department Director, the Administrator if appropriate, or at the general Department Director general staff meeting.
      - the problem and resolution must be documented in the complaint log book within 15 days.
  - C. The Administrator or designee in writing, signed and dated
    - The Administrator or designee must respond in writing within 15 days
- II. To submit problems/grievances anonymously:
  - A. A suggestion box is located in the Trumble Dining Room.
    - the responses to any anonymous grievance will be given at Resident Council Meetings
  - B. The Resident or family member can submit a problem or grievance anonymously by directing it to the New York State Long Term Care Ombudsman Program ('NYS LTCOP'). The toll free number 1-800-324-9871 or the NYS LTCOP website ([www.ombudsman.state.ny.us](http://www.ombudsman.state.ny.us)) can be used to request an ombudsman for the Resident. The local LTCOP telephone number is (607) 722-1251.
- III. Any decision may be appealed by:
  - written request for review by the Administrator or governing authority within 15 days of the decision.
  - the Administrator or governing authority will respond within 30 days of receipt of the request.



**EXHIBIT XVII**

**CONSUMER INFORMATION GUIDE:  
ASSISTED LIVING RESIDENCE**

## EXHIBIT XVIII

### ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum (the “Addendum”) to the Residency Agreement dated \_\_\_\_\_, (the “Residency Agreement”) made by and among UMH NY Corp. d/b/a Hilltop Manor West (the “Operator”), \_\_\_\_\_, (the “Resident” or “You”), \_\_\_\_\_ (the “Resident’s Representative”), \_\_\_\_\_, (the “Resident’s Legal Representative”).

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 Addendum. This Addendum must be attached to the Residency Agreement between the parties.

#### I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide an Assisted Living Residence at Hilltop Manor West (the “Residence”) located at 286 Deyo Hill Road, Johnson City, New York 13790.  
(Name of Residence)  
(Address)

#### II. Physician Report

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

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

### III. Request for and Acceptance of Admission

You have requested to become a Resident in the Enhanced Assisted Living Program in the Residence and the Operator has accepted Your request.

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

Attached hereto as EALR Schedule #1 and made a part of this Addendum is a written description of:

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

### V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, a point may be 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. Final decisions on transfers and appropriate placement of the Resident will be made by the Operator.

## 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 the Residence, UNLESS, each of the following conditions are met:

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

## VII. Amended Basic Rate

In the EALR, the current daily “Private” Basic Rate is \$ \_\_\_\_\_ and the current daily “Private Deluxe” Basic Rate is \$ \_\_\_\_\_.

See Exhibit III.A.2. for the Tiered Fee Arrangements.

### VIII. Addendum to the Residency Agreement Authorization

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

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)*

## **EALR SCHEDULE #1**

### **SERVICES TO BE PROVIDED**

The services to be provided in the Enhanced Assisted Living Residence are as follows:

- Assistance of 1-2 staff to transfer (including the use of a mechanical lift where a resident is able to minimally bear weight)
- Assistance of 1-2 staff to ambulate and/or climb or descend stairs
- Assistance with medical equipment
- Assistance with management of incontinence
- Skilled nursing services including assistance with:
  - eating
  - eye drops
  - injections
  - PRN medication administration
  - skilled nursing assessments
  - dressing changes
  - routine suppositories/enemas

## **STAFFING LEVELS**

Staffing levels – by discipline are set forth on the Proposed Final Staffing scheduled attached hereto and made a part of this Addendum as EALR Schedule #2.

This Staffing is based on a maximum census of thirty-six (36) ALR/EALR coverage as required by each resident's physician's medical evaluation and Individualized Service Plan (ISP). Personal Care Staffing will be modified as needed to meet the needs of the residents.

Note: The license of a Residence is for a seventy-two (72) bed ALR. The certification for EALR is also for a seventy-two (72) bed Residence.

**STAFFING EDUCATION, TRAINING, WORK EXPERIENCE, PROFESSIONAL AFFILIATIONS OR SPECIAL CHARACTERISTICS** – will be provided to you upon request.

Staff may include:

- a) Administrator
- b) Director of Social Work
- c) RN
- d) LPN
- e) HHA – each with seventy-five (75) hours training, twelve (12) hours inservice training annually
- f) RCA – each with forty (40) hours training, twelve (12) hours inservice training annually
- g) Executive Director/Director of Food Service
- h) Consulting Dietician
- i) Director of Recreational Therapy

The New York State Department of Health approves the qualifications and experience for all administrators and case managers.

## **ENVIRONMENTAL MODIFICATIONS:**

- a) A NFPA 13 automatic sprinkler system has been installed in the Residence and has been inspected. It meets all DOH requirements as set forth in the June 2, 2005 DOH letter regarding compliance with the Assisted Living Reform Act.
- b) A supervised smoke-detection system throughout the Residence, including all bedrooms.
- c) Fire protection systems are directly connected to the local fire department or to a 24 hour attended central station.
- d) Handrails are installed on both sides of all resident-used corridors and stairways.
- e) A centralized emergency call-system exists in all bedrooms which are easily reachable from bedside and in all resident-use toilet and bathing areas, easily reachable from each fixture.
- f) Smoke barriers are installed in the residence which divide each floor into at least two (2) smoke compartments, neither of which has corridors exceeding one hundred (100) feet in length.



**EALR SCHEDULE #2**  
**PROPOSED FINAL STAFF SCHEDULE FOR**  
**EALR 36 BED UNIT**

8:00 a.m. – 4:30 p.m. Monday – Friday

|                          |               |
|--------------------------|---------------|
| Adult Home Administrator | 40 hours/week |
| RN Director              | 40 hours/week |
| Case Manager             | 40 hours/week |

Day Shift

|                       |   |                 |
|-----------------------|---|-----------------|
| 6:30 a.m. – 3:00 p.m. | LPN Facility Charge or Unit Coordinator | 7 days/week     |
| 6:30 a.m. – 3:00 p.m. | 4 Resident Care Aides                   | 5 days/week     |
| 6:30 a.m. – 3:00 p.m. | 3 Resident Care Aides                   | Saturday/Sunday |

Evening Shift

|                        |                       |             |
|------------------------|-----------------------|-------------|
| 2:45 p.m. – 11:15 p.m. | 1 LPN Facility Charge | 7 days/week |
| 2:45 p.m. – 11:15 p.m. | 2 Resident Care Aides | 7 days/week |
| 4:30 p.m. – 9:00 p.m.  | 1 Resident Care Aide  | 7 days/week |

Night Shift

|                        |                       |             |
|------------------------|-----------------------|-------------|
| 11:00 p.m. – 7:30 a.m. | 1 LPN Facility Charge | 7 days/week |
| 11:00 p.m. – 7:30 a.m. | 1 Resident Care Aide  | 7 days/week |

RN on call available for consultation 24 hours per day, 7 days per week, when not available onsite.

\*Staff will be added to current staffing incrementally according to individual EALR resident needs. Additional nursing and resident care aide or home health aide coverage, as determined necessary and documented by the resident's medical evaluation or otherwise by the resident's attending physician and/or the ISP.

## EXHIBIT XIX

### SPECIAL NEEDS ASSISTED LIVING RESIDENT

#### ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum (the “Addendum”) to the Residency Agreement dated \_\_\_\_\_, the (“Residency Agreement”) made by and among UMH NY Corp. d/b/a Hilltop Manor West (The “Operator”), \_\_\_\_\_, (the “Resident” or “You”), \_\_\_\_\_, (the “Resident’s Representative”), \_\_\_\_\_, (the “Resident’s Legal Representative”).

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 Addendum. 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 a Special Needs Assisted Living Residence at Hilltop Manor West

(the “Residence”) located at 286 Deyo Hill Road, Johnson City, New York, 13790.  
(Name of Residence) (Address)

## II. Request for and Acceptance of Admission

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

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

Attached hereto as SNALR Schedule #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. Amended Basic Rate

In the SNALR, the daily “Private” Basic Rate is \$\_\_\_\_\_ and the daily “Deluxe Private” Basic Rate is \$\_\_\_\_\_.

V. Addendum to the Residency Agreement Authorization

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

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)

## **SNALR SCHEDULE #1**

### **SPECIALIZED SERVICES:**

The specialized services include the following:

- a) A supportive environment staff twenty-four (24) hours a day be specially trained personal care staff who provide assistance with medication management and activities of daily living.
- b) Recreational and social activities on and off the unit, specially geared toward residents with cognitive impairment.
- c) Small, intimate dining areas with individual staff attention.
- d) Cognitive and behavioral assessments and modification to Individualized Service Plans.

### **STAFFING LEVELS**

Staffing levels by discipline are set forth on the Proposed Final Staffing Schedule attached hereto as part of this Addendum as SNALR Schedule #2. This staffing is based on a maximum census of 36 SNALR/EALR residents. The staffing pattern for skilled nursing will be modified as needed to ensure sufficient nursing coverage as required by each resident's physician, medical evaluation, and Individualized Service Plan (ISP). Likewise, personal care staffing will be modified as needed to meet the needs of the residents. SNALR direct care staffing shall be provided in a ratio of one (1) staff member for every 6-8 residents, or part thereof during the day and evening, and one (1) staff member for every 12-15 residents, or part thereof, at night.

**SNALR SCHEDULE #2**  
**PROPOSED FINAL STAFFING SCHEDULE FOR**  
**SNALR 36 BED DEMENTIA UNIT**

8:00 a.m. – 4:30 p.m. Monday – Friday

|                          |               |
|--------------------------|---------------|
| Adult Home Administrator | 40 hours/week |
| RN Director              | 40 hours/week |
| Case Manager             | 40 hours/week |
| LPN/RN Unit Coordinator  | 40 hours/week |

Day Shift

|                       |                       |                 |
|-----------------------|-----------------------|-----------------|
| 6:30 a.m. – 3:00 p.m. | LPN Facility Charge   | Saturday/Sunday |
| 6:30 a.m. – 3:00 p.m. | 4 Resident Care Aides | 7 days/week     |

Evening Shift

|                        |                       |             |
|------------------------|-----------------------|-------------|
| 2:45 p.m. – 11:15 p.m. | 1 LPN Facility Charge | 7 days/week |
| 2:45 p.m. – 11:15 p.m. | 3 Resident Care Aides | 7 days/week |
| 5:00 p.m. – 10:00 p.m. | 1 Resident Care Aide  | 7 days/week |

Night Shift

|                        |                       |             |
|------------------------|-----------------------|-------------|
| 11:00 p.m. – 7:30 a.m. | 1 LPN Facility Charge | 7 days/week |
| 11:00 p.m. – 7:30 a.m. | 3 Resident Care Aides | 7 days/week |

RN on call available for consultation 24 hours per day, 7 days per week, when not available onsite.

**STAFFING EDUCATION, TRAINING, WORK EXPERIENCE, PROFESSIONAL AFFILIATIONS OR SPECIAL CHARACTERISTICS** – will be provided to you upon request.

Staff may include:

- a) Administrator
- b) Director of Social Work
- c) RN
- d) LPN
- e) HHA – each with seventy-five (75) hours training, twelve (12) hours inservice training annually
- f) RCA – each with forty (40) hours training, twelve (12) hours inservice training annually
- g) Executive Director/Director of Food Service
- h) Consulting Dietician
- i) Director of Recreational Therapy

The New York State Department of Health approves the qualifications and experience for all Administrators and Case Managers.

**ENVIRONMENTAL MODIFICATIONS**

- a) A NFPA 13 automatic sprinkler system has been installed in the Residence and has been inspected. It meets all DOH requirements as set forth in the June 3, 2005 DOH letter regarding compliance with the Assisted Living Reform Act.
- b) A supervised smoke-detection system throughout the Residence, including all bedrooms.

- c) Fire protection systems are directly connected to the local fire department or to a 24 hour attended central station.
- d) Handrails are installed on both sides of all resident-used corridors and stairways.
- e) A centralized emergency call-system exists in all bedrooms which are easily reachable from bedside and in all resident-use toilet and bathing areas, easily reachable from each fixture.
- f) Smoke barriers are installed in the residence which divide each floor into at least two (2) smoke compartments, neither of which has corridors exceeding one hundred (100) feet in length.

An appropriate delayed egress system on all unit doors to the outside or roof areas and all doors leading to other areas of the Residence.