



Foundation for Long Term Care

A NON-PROFIT EDUCATION AND RESEARCH FOUNDATION

13 British American Blvd., Latham, NY 12110 / Phone: 518-867-8383

an affiliate of

LeadingAge
New York

October 26, 2021

Dear Larry I. Slatky:

I am pleased to inform you that your facility has been awarded a Round 3 Coronavirus Emergency Support grant from the Mother Cabrini Health Foundation (MCHF), through the Foundation for Long Term Care, based on your facility's sizeable census of Medicaid or SSI beneficiaries and the impact of COVID on its operations and residents.

The grant must be used to support the following categories of COVID-related expenses:

- hazard pay and similar incentives for direct care workers;
- supports for staff such as transportation, meals, child care, and wellness programs;
- training and education relating to COVID-19 and the vaccine;
- technology for telehealth and virtual social engagement;
- unreimbursed expenses associated with COVID testing of staff and visitors;
- devices and staff to support screening of staff and visitors upon entry into the facility;
- safe in-person visitation spaces and practices;
- virtual visits and socially distanced activities including technology and staff support;
- signage for social distancing; partitions for infection prevention;
- HVAC and/or air filtration improvements; and
- PPE and other supplies, services, and equipment needed to respond to COVID-19.

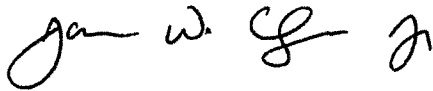
Funds cannot be used for other purposes without prior approval of FLTC and MCHF. Funds must be used to support costs incurred between April 1, 2021 and June 30, 2022. If you would like the use the grant funds to support a different type of COVID-related expense, please provide Karen Lipson with a description of your request, and we will seek authorization from MCHF. Karen's contact information is klipson@leadingageny.org or 518-461-8985.

Grant funds cannot duplicate or supplant other sources of funding but may be used to augment services otherwise funded by the government. If an awardee receives duplicative funding, it must notify us and re-direct the funds to another purpose approved by the Foundation for Long Term Care and MCHF. We understand that some facilities (particularly nursing homes) may be receiving at least partial reimbursement for COVID-related expenses from government sources. Awardees are advised to track these expenses and avoid duplication or supplantation.

Awardees are required to provide the Foundation for Long Term Care with a brief report on their expenditures, including the uses of funds, PPE or telehealth items purchased, trainings conducted, the number of residents and staff served, and accomplishments and challenges pertaining to the use of the grant. A template will be provided for this purpose. Awardees must also retain documentation of their expenditures. This report will be due on July 22, 2022.

I have attached a sub-grantee agreement for your signature. In addition to executing the agreement, we are also requiring you to upload a copy of your organization's IRS Form W-9. Please sign the agreement and submit it along with your W-9 by **November 2, 2021**. Please don't hesitate to contact Karen Lipson, if you have any questions or concerns.

Sincerely yours,

A handwritten signature in black ink, appearing to read "James W. Clyne, Jr.", with a stylized flourish at the end.

James W. Clyne, Jr.
President/CEO

Attachments

SUBGRANTEE AGREEMENT

This **SUBGRANTEE AGREEMENT** (the "Agreement") is entered into by and between the **FOUNDATION FOR LONG TERM CARE, INC.** ("FLTC"), a New York not for profit corporation, and Shaker Place Rehabilitation and Nursing Center (the "Subgrantee"), effective as of April 1, 2021 (the "Effective Date").

WHEREAS, the FLTC is the recipient of a Coronavirus Emergency Support Grant (the "Grant") with Mother Cabrini Health Foundation, Inc. ("MCHF"), effective April 1, 2021 through June 30, 2022, which Grant included funding to provide Subgrants to nursing homes and adult care facilities to address COVID-19-related costs; and

WHEREAS, Subgrantee has been identified by FLTC as eligible for a subgrant under the Grant, for use by Subgrantee for Grant Purposes (defined below) within its facility, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings made hereunder, the parties agree as follows:

1. AWARD AND DISBURSEMENT OF SUBGRANT FUNDS. FLTC has awarded subgrantee a subgrant under the Grant in the amount of \$ 25600 (the "Subgrant"). FLTC shall disburse the Subgrant to Subgrantee within ten business days of execution of this Agreement. Subgrantee acknowledges and agrees that FLTC's award of the Subgrant, and its obligation to disburse the Subgrant to Subgrantee, is contingent on the availability of grant funds to FLTC pursuant to the Grant.

2. USE OF SUBGRANT FUNDS.

(a) Subgrantee agrees that the Subgrant shall be used exclusively for the expenses incurred between **April 1, 2021 and June 30, 2022** for the following purposes related to responding to COVID-19 in its facility ("Grant Purposes"):

- hazard pay and similar incentives for direct care workers;
- supports for staff such as transportation, meals, child care, and wellness programs;
- training and education relating to COVID-19 and the vaccine;
- technology for telehealth and virtual social engagement;
- unreimbursed expenses associated with COVID testing of staff and visitors;
- devices and staff to support screening of staff and visitors upon entry into the facility;
- safe in-person visitation spaces and practices;
- virtual visits and socially distanced activities including technology and staff support;
- signage for social distancing; partitions for infection prevention;
- HVAC and/or air filtration improvements; and
- PPE and other supplies, services, and equipment needed to respond to COVID-19.

(b) Subgrantee agrees that if it wishes to use any portion of the Subgrant for a purpose other than Grant Purposes, it must obtain prior written approval from FLTC and MCHF, which

approval may be denied or granted in FLTC's and MCHF's sole discretion

(c) Subgrantee represents and warrants that it will not use the Subgrant to supplant or duplicate existing funding from the federal, state or local government, or any other funding source. Subgrantee will promptly notify FLTC if it receives reimbursement or duplicative funding from another source for expenditures previously paid for using the Subgrant, and agrees to redirect such Subgrant funds or portion of Subgrant funds for which it has received reimbursement or duplicative funding from another source, to other Grant Purposes or to another charitable purpose pre-approved in writing by the FLTC and MCHF.

(d) Use of any portion of the Subgrant for any purpose other than as permitted by this Section 2 is prohibited. This Agreement will terminate immediately in the event that any portion of the Subgrant is used for any purpose other than as permitted under this Section 2, and Subgrantee shall be required to immediately reimburse FLTC for any portion of the Subgrant not used in accordance with this Section 2. FLTC shall be entitled to an award of attorneys' fees and costs incurred in recouping any portion of the Subgrant used in any manner prohibited by this Section 2

3. SUBGRANTEE BOUND BY TERMS AND CONDITIONS OF GRANT.

Subgrantee agrees to comply with all provisions of the Grant, a copy of which is annexed hereto as Exhibit A and incorporated herein by reference, as they relate to Subgrantee's activities under this Agreement and use of the Subgrant. Subgrantee understands and acknowledges that it is bound to comply with the terms and conditions of the Grant to the same extent that FLTC is bound to MCHF under the Grant. Compliance with the terms of the Grant is an express condition of Subgrantee's entitlement to disbursement and retention of the Subgrant. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Grant, the terms and conditions of the Grant shall control.

4. RECORD KEEPING AND REPORTING.

(a) Subgrantee shall maintain records of its expenditures, and supporting documentation, for a period of six years following expiration or termination of this Agreement.

(b) Subgrantee shall make all books and records and supporting documents related to the Subgrant and the use of the funds disbursed under this Agreement to FLTC and MCHF upon reasonable request by FLTC or MCHF.

(c) Subgrantee shall provide FLTC with a detailed report of the expenditures of the Subgrant on or before **July 22, 2022**. Subgrantee shall provide supporting documentation of such expenditures upon the request of FLTC, within ten days of such request.

(d) Subgrantee agrees to cooperate with FLTC in the event of an audit by MCHF, and to provide any information, documents and records reasonably requested by FLTC.

5. SUBGRANTEE CERTIFICATION. Subgrantee certifies that its financial position and/or operations have been substantially impacted by the COVID-19 pandemic. Subgrantee acknowledges and agrees that FLTC has relied on the foregoing certification in awarding the Subgrant and entering into this Agreement.

6. TERM; TERMINATION.

(a) **Term.** This Agreement shall commence as of the Effective Date and shall continue until July 30, 2022 (the "Term") unless either party shall terminate this Agreement as set forth below, or unless extended in writing by the parties. Any portion of the Subgrant not expended on Grant Purposes as of the expiration of the Term, or earlier termination date, if this Agreement is terminated pursuant to this Section 6, shall be returned to FLTC within 10 days of such expiration or termination.

(b) **Termination by Party.** Either Party may terminate this Agreement, with or without cause, by providing the other party thirty (30) days' prior written notice of its election to terminate this Agreement.

(c) **Automatic Termination.** This Agreement shall automatically terminate in the event that the Grant to FLTC is terminated, rescinded or otherwise cancelled. If funds disbursed under the Grant or this Agreement are recovered from FLTC by MCHF, FLTC shall be entitled to recoup such recovered funds from Subgrantee.

7. **MANAGEMENT.** Subgrantee has identified Larry I. Slatky, at the following email address larry.slatky@shakerplace.org, as the responsible person for this Subgrant (the "Responsible Party"). The Responsible Party shall be responsible for managing the Subgrant funds and the use of such funds for Grant Purposes, completing all reporting requirements under this Agreement, and serving as the principal contact person with FLTC. Subgrantee may change the Responsible Party upon prior written notice to FLTC.

8. CONFIDENTIALITY AND PUBLIC STATEMENTS.

(a) FLTC and Subgrantee acknowledge and agree that they may receive or have access to information of a confidential nature ("Confidential Information") from each other. The Parties agree to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. The Parties will not use such Confidential Information for any purpose other than to facilitate the Grant and implement the terms and conditions of this Agreement and will not disclose any Confidential Information to any third party without the consent of the other party.

(b) Subgrantee will not issue any public statement, whether oral or written (including statements on its website), relating to the Grant or this Subgrant, or use FLTC or MCHF trademarks or logos in any promotional materials, or in any website, press release, or public communication, without obtaining FLTC and MCHF's prior written consent.

9. **REPRESENTATIONS AND WARRANTIES OF SUBGRANTEE.**
Subgrantee represents and warrants as follows:

(a) Subgrantee is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and is duly licensed as a nursing home or adult care facility under New York State Law;

(b) The execution, delivery and performance of this Agreement are within

Subgrantee's corporate powers, has been duly authorized by all necessary corporate action, and does not contravene or conflict with (i) Subgrantee's charter or by-laws, or (ii) any law, rule, regulation or contractual restriction binding on or affecting Subgrantee;

(c) The person executing this Agreement on Subgrantee's behalf is duly authorized to bind such Party to this Agreement and the signature of such person appearing below the signature line represents such person's authentic signature;

(d) This Agreement is its legal, valid and binding obligation, enforceable against Subgrantee in accordance with its terms;

(e) No authorization or approval or other action by, and no notice to or filing with, any governmental or regulatory body is required for the due execution, delivery and performance of Subgrantee's obligations under this Agreement;

(f) There is no known pending or threatened action or proceeding against Subgrantee before any court, governmental agency or arbitrator, which may materially adversely affect its financial condition or operations or which purports to affect the legality, validity or enforceability of this Agreement;

(g) There is no known pending plan to close or sell the facility;

(h) Subgrantee represents that it will ensure compliance with any applicable legal obligations to pay employee compensation, fringe benefits, disability benefits, workers compensation, and /or withholding and other applicable taxes when due.

10. NOTIFICATION OF CHANGE IN SUBGRANTEE STATUS. Subgrantee shall notify FLTC promptly, in writing, of: (i) any changes in Subgrantee's organizational status or good standing in the jurisdiction in which it is organized; (ii) any changes in Subgrantee's licensure with the Department of Health; (iii) any pending or threatened action or proceeding against Subgrantee before any court, governmental agency or arbitrator, which may materially adversely affect its financial condition or operations or which purports to affect the legality, validity or enforceability of this Agreement; or (iv) any pending or threatened petition for bankruptcy, whether voluntary or involuntary, or any other pending or threatened action or proceeding seeking the dissolution, reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief of Subgrantee under any Federal bankruptcy law or other laws.

11. INDEMNIFICATION. Subgrantee agrees to indemnify, defend, and hold harmless the MCHF, FLTC, and their directors, officers, members, employees, agents, representatives, volunteers, invitees, and assigns (collectively, "Grantor Parties"), with respect to all claims and causes of action (including without limitation, all expenses and settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising directly or indirectly from or in connection with the Subgrant, including but not limited to, breach by Subgrantee of any of its obligations and responsibilities under the Subgrant, or any other actions or omissions by Subgrantee with respect to this Agreement or the Subgrant which cause FLTC or MCHF damage, including without limitation any resulting recoupment of Grant funds by MCHF.

12. RELATIONSHIP OF THE PARTIES. Each of the Parties are and shall at all times function as independent contractors under this Agreement. Neither FLTC nor Subgrantee shall by virtue of this Agreement be deemed an employee, joint venturer, principal, agent or partner of the other Party, and neither is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the direction and control of that Party.

13. GOVERNING LAW; SUBMISSION TO JURISDICTION. This Agreement shall be governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction other than the State of New York. Each of the parties hereto hereby (i) submits to the jurisdiction of the State and Federal courts in Albany County, New York; and (ii) waives any defense of inconvenient forum.

14. SUCCESSORS AND ASSIGNS. This Agreement and the rights and obligations of the Parties hereto shall bind and inure to the benefit of any permitted successors or assigns, provided, however, that neither this Agreement nor any rights or benefits hereunder may be assigned by Subgrantee without the prior written consent of FLTC, which consent may be withheld in FLTC's sole discretion.

15. SURVIVAL. The covenants set forth in Sections 4, 8 and 11 of this Agreement shall survive the termination of this Agreement.

16. ENTIRE AGREEMENT; SEVERABILITY

(a) This Agreement constitutes the entire agreement between the parties with respect to the matters described herein. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

(b) This Agreement may be modified, extended or waived only by a writing, signed by an authorized representative of each Party.

(c) In the event any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, and each other provision will to the full extent consistent with law continue in full force and effect. If any provision of this Agreement is held invalid in part, such invalidity will in no way affect the rest of such provision, and the rest of such provision, together with all other provisions of this Agreement, will, to the full extent consistent with law, continue in full force and effect.

17. NOTICES. Any notices, consents or other communications required to be sent or given hereunder by either Party shall in every case be in writing and shall be deemed effective if and when delivered by hand or delivered by Federal Express or other express overnight delivery service, or registered or certified mail, return receipt requested, to the other Party at the addresses as set forth below or at such other addresses as may be furnished in writing:

If to Subgrantee:

Name: Larry I. Slatky

Address: 100 Heritage Lane, Albany, New York 12211

If to the FLTC:

Denise Mitchell Alper
Foundation for Long Term Care, Inc.
13 British American Boulevard
Latham, New York 12110

18. FORCE MAJUERE. Neither Party shall be considered in default of the performance of its obligations hereunder while performance of such obligations is prevented or delayed by any event or circumstance which is beyond the affected Party's reasonable control. Such events or circumstances include, but are not limited to: acts of god, war, fire, terrorism, revolution, insurrection, military or usurped power, or civil war, riot, strike or lockout (other than those involving a party's employees or subcontractors) (collectively, a "Force Majeure Event").

19. MISCELLANEOUS.

(a) This Agreement is deemed to have been prepared jointly by the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against either Party, on the grounds that such Party was primarily responsible for drafting the Agreement, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

(b) This Agreement may be executed in any number of counterparts, including counterparts by facsimile or e-mail, all of which shall constitute one and the same instrument, and each Party hereto may execute this Agreement by signing one or more counterpart.

(c) Section headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, effective as of the Effective Date.

Name of Facility: Shaker Place Rehabilitation and Nursing Center

By: _____

Name: Larry I. Slatky

Title: _____

Title: Executive Director

FOUNDATION FOR LONG TERM CARE, INC.

By: _____

Name: Denise Mitchell Alper

Title: Executive Vice President

SUBGRANTEE INFORMATION FORM for "Supporting Long-Term Care Providers and Their Residents and Patients During the COVID-19 Pandemic - Round 3 Expansion"

Name of Subgrantee: Larry I. Slatky

Name of Facility (if different from Subgrantee):

- Person responsible for submitting the evaluation and expenditure report:

Name Frank McLoughlin
Email frank.mcloughlin@shakerplace.org
Phone 518-213-8894

- Address that check should be sent to:

Facility/Company Name Shaker Place Rehabilitation and Nursing Center
Street 100 Heritage Lane
City, State Albany, New York
Zip code 12211
Attention to: Larry I. Slatky

Please upload a copy of your W-9 here.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Albany County

2 Business name/disregarded entity name, if different from above
Shaker Place Rehabilitation and Nursing Center

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
100 Heritage Lane

6 City, state, and ZIP code
Albany, NY 12211

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[]	[]	[]	-	[]	[]	-	[]	[]	[]
-----	-----	-----	---	-----	-----	---	-----	-----	-----

or

Employer identification number

1	4	-	6	0	0	2	5	6	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ 6/30/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Certificate Of Completion

Envelope Id: 5DC2CACFAB6D4B41A5AEF669F4F94D9A

Subject: Please DocuSign: MCHF Grant

Source Envelope:

Document Pages: 10

Signatures: 0

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:

william keller

13 British American Blvd Ste 2

Latham, NY 12110

bkeller@leadingagency.org

IP Address: 72.0.147.178

Record Tracking

Status: Original

10/26/2021 2:40:15 PM

Holder: william keller

bkeller@leadingagency.org

Location: DocuSign

Signer Events

Larry I. Slatky

larry.slatky@shakerplace.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 10/26/2021 3:36:37 PM

ID: ad4e0e48-4acf-4a8b-a2c8-cdf20bdadbfd

Denise Alper

dalper@leadingagency.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/31/2018 12:44:15 PM

ID: 0c26ce60-893e-4a13-b6fb-9d06f738cf12

Signature**Timestamp**

Sent: 10/26/2021 2:40:16 PM

Viewed: 10/26/2021 3:36:37 PM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/26/2021 2:40:16 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONSUMER DISCLOSURE

From time to time, LeadingAge New York (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact LeadingAge New York:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dalper@leadingageny.org

To advise LeadingAge New York of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dalper@leadingageny.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from LeadingAge New York

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to dalper@leadingageny.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with LeadingAge New York

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to dalper@leadingageny.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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