

Elderwood Assisted Living at Hamburg
Assisted Living Residence

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

- A. **This agreement** is made between Elderwood Assisted Living at Hamburg (the “Operator”), _____ (the “Resident” or “you”), _____ (the “Resident’s Representative”, if any) who is the Resident’s _____ (**state relationship**) and _____ (the Resident’s Legal Representative”, if any), **who is the Resident’s** _____ (**state relationship**).

RECITALS

- A. **The Operator** is licensed by the New York State Department of Health to operate at 76 Buffalo Street Hamburg 14075, as an Assisted Living Residence and as an Enriched Housing Program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence. The residence is known as Elderwood Assisted Living at Hamburg (the “Residence”).
- B. You have requested to become a Resident at the Residence and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services.

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

A. Housing Accommodations and Services

1. **Your Apartment/Room.** You may occupy and use a studio (), one-bedroom () or two-bedroom standard () or two bedroom deluxe () identified on Exhibit I.A.1., subject to the terms of this Agreement.
2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges on each floor, a main dining room, private dining room, resident laundry, activity center, chapel, billiard room, common kitchen, computer room, library, living room and patio.
3. **Furnishings/Appliances Provided By The Operator.** Attached as Exhibit I.A.3 and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in your apartment/room.
4. **Furnishings/Appliances Provided by You.** Attached as Exhibit I.A.4. and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by you in your apartment/room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

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

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and one (1) snack per day are included in your Basic Rate. The following modified diets will be available to you if ordered by your physician and included in your Individualized Service Plan: Regular; No-added Salt; and Low-Concentrated Sweets.
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, washcloths, pillows, pillowcases, blankets, bed sheets, and bedspreads are provided. Laundering of these and personal clothing is provided.
5. **Laundry of Your personal Washable clothing.**
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.

7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of your needs and interests, information and referral, and coordination with available resources to best address your identified needs and interests.
8. **Personal Care.** Includes assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), medication assistance, storage and disposal, assistance with self-administration of medication
9. **Development of Individualized Service Plan.** An individualized service plan will be developed to address your needs and will be updated every six months (at minimum) or whenever there is a change in your health.

C. Additional Services

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional Services or amenities available for an additional, supplemental or community fee from the Operator directly or through arrangements with the Operator.

Such exhibit states who would provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status.

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

II. Disclosure Statement

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

III. Fees

A. Basic Rate.

1. Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative (add any other party to be charged under the agreement) agree that the Resident (or other specified party) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement. (the "Basic Rate"). The Basic Rate as of the date of this agreement is (\$_____ per month).

2. Tiered Fee Agreements

Any “Tiered” fee arrangement, in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each “tier” of care, are set forth in detail in Exhibit III.A.2. and made a part of this Agreement. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each “tier” of care, and describes who will be providing care, if other than staff of the Operator.

B. Supplemental, Additional or Community, Fees

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (See section III.E).

A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence. Any charges by the Operator, whether a part of the Basic Rate, Supplemental Fee or Additional fees, shall be made only for services and supplies that are actually supplied to the Resident. (see Exhibit III.B. and Supplemental, Additional or Community Fees to be charged to the Resident.)

C. Rate or Fee Schedule

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

D. Billing and Payment Terms

The Resident(s) agree(s) to pay and the Operator agrees to accept the following payment in full satisfaction of the services, which the Operator must provide under this Agreement:

Monthly Basic Service Rate \$ _____

This amount is due and payable monthly in advance by the first (1st) day of each calendar month. Payment should be made to Elderwood Assisted Living at Hamburg 76 Buffalo Street, Hamburg 14075

A late charge of twenty-five dollars (\$25) and 1.5% interest per month/18% annually shall be assessed if the Monthly Basic Service Rate is not paid by the tenth (10th) day of the month. The interest shall be calculated as of the 1st of the month until such amount is paid in full. Provided, however, that the resident or responsible party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

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

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of your absence. The charge for this reservation is the current monthly rate, pro-rated to a daily rate should the requirements for termination of the agreement be fulfilled, for example, if a 30-

day notice results in a partial month charge being due. Daily rates are based on the monthly rate times twelve months and divided by 365 days. The total of the daily rate for a one-month period may not exceed the established monthly rate. The space will be reserved as long as the payment in full of the monthly or pro-rated rate is received. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice. The Resident is responsible for paying the Basic Rate even when the Resident is absent from the Residence, including but not limited to times when the Resident is on vacation or when the Resident has been transferred temporarily to another health care facility. The Resident is not entitled to a reduction of the Basic Rate during such absences.

IV. Refund/Return of Resident Monies and Property.

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

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

If you die, the Operator must turn over your property to the legally authorized representative of your estate. If you die without a will and the whereabouts of your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of your estate.

V. Transfer of Funds or Property to Operator

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

VI. Property or items of value held in Operator's custody for You.

If, upon admission or any other time, you wish to place property or things of value in the

Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit VI. of this Agreement.

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

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

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

You must complete the following:

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

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

I do not receive either SSI or SNA funds _____

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 Residential maintained account, then that signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

X. Admission and Retention Criteria for an Assisted Living

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of yourself and has determined that you are appropriate for admission to this Residence, and that the Operator is able to meet your care needs within the scope of services authorized under the law and within the scope of services determined necessary for you under your Individualized Services Plan.
4. If you are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If you are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. If you are residing in a "Basic" Assisted Living Residence and your care needs subsequently change in the future to the point that you require either Enhanced Assisted Living Care or 24-hour skilled nursing care, you will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet your needs in such unit, you may be eligible for residency in such Enhanced Assisted Living unit.
7. 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.

8. 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 Addendum.

XI. Rules of the Residence

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

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

A. You, or your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:

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

change in medications.

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

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

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

XIII. Termination and Discharge

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

1. By mutual agreement between you and the Operator
2. Upon 30 days written notice from you or your Representative to the Operator of your intention to terminate the agreement and leave the facility.
3. Upon 30 days written notice from the Operator to you, your Representative, your next of kin, the person designated in this agreement as the responsible party and any person designated by you. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If your behavior poses imminent risk of death or imminent risk of serious physical harm to you or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which you have agreed to pay under this Agreement. If your failure to make timely payment resulted from an interruption in your receipt of any public benefit to which you are entitled, no involuntary termination of this Agreement can take place unless

the Operator, during the thirty-day period of notice of termination, assists you in obtaining such public benefits or other available supplemental public benefits. You agree that you will cooperate with such efforts by the Operator to obtain such benefits.

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decided to terminate the Residency Agreement for any of the reasons stated above, the Operator will give you a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of your right to object and a list of free legal advocacy resources approved by the State Department of Health. You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If you challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against your will unless the court rules in favor of the Operator.

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

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

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

XIV. Transfer

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

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

If you are transferred, in order to terminate your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to you at the location to which you have been moved.

If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

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

The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' Organization that addresses the same.

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

XVII. Miscellaneous Provisions

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

XVIII. Agreement Authorization

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

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator or the Operator's
Representative)

(Optional) Personal Guarantee of Payment

_____ personally guarantees payment of charges for your Basic Rate.

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

(Date)

Guarantor's Signature

Guarantor's Name (Print)

(Optional) Guarantor of Payment of Public Funds

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

(Date)

(Guarantor's Signature)

Guarantor's Name (Print)

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

1. The Operator will assure that furnishings and equipment used by residents support daily activities, are appropriate to function, and do not endanger the residents' health, safety, and well-being.
2. All resident areas will be decorated, painted and appropriately furnished.
3. Basic furniture and household items, appropriate to size and function, and intended for common use will be provided or arranged for by the Operator.
4. When not supplied by the resident, the Operator will provide each resident with the following minimum household equipment:
 1. a standard, single bed in good repair, a chair, a lamp;
 2. lockable storage facilities for personal articles and medication which cannot be removed at will if the individual room or apartment is not equipped with a lock;
 3. individual dresser and closet space for the storage of resident clothing;
 4. dishes, glasses, utensils, table;
 5. household linens including, at minimum, a pillow, a pillowcase, two sheets, blankets, a bedspread, towels and washcloths;
 6. household supplies including soap and toilet tissue;
5. All occupants will have access to radios and televisions either in their individual dwellings or in shared areas.
6. Each dwelling unit will contain at least one telephone.
7. All windows in resident-occupied areas will be equipped with curtains, shades or blinds.
8. All operable windows will be equipped with screens.
9. Light fixtures will be shaded.

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are available either included at no extra cost or are resident options for which vendors will charge as noted:

Item	Additional Charge	Provided By
Dry Cleaning	Varies by vendor	Local cleaners
Professional Hair Grooming	Price sheet posted	In-house salon
Personal Toilet Articles	Varies by item	Weekly transport to stores
Commissary Goods	\$1.50	Eldermart Shop
Medical Transportation M / W / F 8am – 3pm	No cost	Operator to offices w/in 10 mile radius
Cultural/Activities Transportation	No cost	Operator
Buffalo News	Current rates apply	One copy provided daily in the lounge. Resident's subscription order is placed by the Business Office staff.
Long Distance Telephone Service	Fees vary per carrier	Service provided by local carriers; list of approved carriers available at the Business Office.
Local Phone Service	Fees vary depending on service plan	Service provided by local carriers; list of approved carriers available at the Business Office.
Air Conditioning	No cost	Operator
Cable T.V.	No cost for basic service	Service provided by local carriers; list of approved carriers available at the Business Office.
Internet/WiFi	Fees determined by carrier	Service provided by local carriers; list of approved carriers available at the Business Office.
Other	N/A	N/A

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

There is no contractual arrangement with any home care agency.

EXHIBIT II

76 Buffalo Street Operating Company, LLC, as operator of Elderwood Assisted Living at Hamburg (the "Operator"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate At 76 Buffalo Street Hamburg NY 14075 an Assisted Living Residence as well as an Enriched Housing Program. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence. This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Enhanced 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 10 persons.

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

ADL assistance up to and including the assistance of one person to transfer; catheter care; colostomy care; PRN medication administration; bladder and bowel incontinence management; assistance with thickened liquid diet; palliative care; intermittent wheelchair escort; total dressing, bathing, and grooming.

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

It is important to note that The Operator is currently approved to accommodate within the Enhanced Assisted Living Program only up to the numbers of persons stated above. If you become appropriate for Enhanced Assisted Living Services, and one of those units is available, you will be eligible to be admitted into the Enhanced Assisted Living Program. If however, such units are at capacity and there are no vacancies, the Operator will assist you and your representatives to identify and obtain other appropriate living arrangements

in accordance with New York State's regulatory requirements.

If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence Program within this Residence, it may be necessary for you to change your apartment within the Residence.

3. The Owner of the real property upon which the Residence is located is 76 Buffalo Street, Hamburg, NY. The mailing address of Elderwood Assisted Living at Hamburg, 76 Buffalo Street Hamburg NY 14075. The following individual is authorized to accept personal service on behalf of such real property owner:

Melissa Balester, Administrator, Elderwood Assisted Living at Hamburg 76 Buffalo Street Hamburg NY 14075.

4. The Operator of the Residence is 76 Buffalo Street Operating Company, LLC. The mailing address of the Operator is Elderwood Assisted Living at Hamburg, 76 Buffalo Street, Hamburg NY 14075. The following individual is authorized to accept personal service on behalf of the Operator:

Melissa Balester, Administrator, Elderwood Assisted Living at Hamburg, 76 Buffalo Street, Hamburg NY 14075.

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: The Operator does not have ownership interest in excess of 10% (whether legal or beneficial interest) in any entity which provides care, material, equipment or other services to residents of the Residence.

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:

No entity which provides care, material, equipment or other services to residents of the Residence has interest in excess of 10% (whether legal or beneficial interest) in the Operator.

7. Residents reserve the right to receive services from service Providers with whom the Operator does not have an arrangement.

8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. The facility does not currently have public funds available for the payment of services.

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 number 1-855-582-6769 to request an Ombudsman to advocate for the resident.

The Local LTCOP telephone number is 716-817-9222. The NYSLTCOP web site is:

www.ltombudsman.ny.gov.

EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS

	<u>Level of Care Charge</u>	
Level	Hours of Personalized Assistance Per Month	Monthly Fee* Starting At:
0	0 hours	No additional fee
1	Up to 3 hours	\$200
2	Up to 6 hours	\$350
3	Up to 9 hours	\$500
4	Up to 12 hours	\$650
5	Up to 15 hours	\$800
6	Up to 18 hours	\$950
7	Up to 21 hours	\$1,100
8	Up to 24 hours	\$1,250
9	Up to 27 hours	\$1,400
10	Up to 30 hours and over	\$1,550
11	Enhanced Level	\$1,700

* The Monthly Fee will be prorated by the day/week for Residents who have agreed to the Daily or the Weekly Basic Service Rate.

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

A one-time community fee is charged to reserve an apartment.

Community Fee	
One-time Fee	\$1000.00

The following fees are in place for medication management:

<u>Medication Assistance Charge</u>		
Level	Medications	Monthly Fee Starting At
0	Independent with medication	No additional fee
1	Up to 2 medication passes per day	\$250
2	3 or more medication passes per day	\$350
3	3 or more medication passes per day, AND requiring assistance with special medications*	\$450
4	3 or more medication passes per day, AND/OR requiring assistance with special medications including Diabetic management more than 1x a day	\$850

* “Assistance with special medications” means any medication that is not given orally, including without limitation eye drops, ear drops, topicals, inhalers, diabetic management.

EXHIBIT III.C
RATE OR FEE SCHEDULE

Basic Services Rate			
Room	Daily Rate	Weekly Rate	Monthly Rate
Studio	\$	\$	\$5218.00
One Bedroom	\$	\$	\$5678.00
Two Bedroom	\$	\$	\$6108.00
Second Person Fee	\$	\$	\$1857.00

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

No arrangements will be in place for transfer of funds or property to the Operator.

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

There is no current plan to hold property or items for residents.

EXHIBIT X.I.

RULES OF THE RESIDENCE

Residents are required to share any changes in primary physician, medical appointments and prescription orders. Residents should not retain any medication without advising our care staff. Physician orders are required for all medications including over the counter medications.

A modest dress code asks that residents dress appropriately in public areas of the building and respect the property, privacy and rights of others. It is requested that one refrain from wearing nightclothes in the dining room or other common area.

Rental payments are due by the first of the month.

Residents are expected to participate in periodic fire drills.

Residents are required to notify our staff if they will be absent from meals, medication passes or leaving the building. A sign out register is provided at our front desk.

Resident visitors are required to sign our Visitor Register.

Electrical devices you may use in your apartment must be checked for fire safety by maintenance staff. Please do not use extension cords for more than one item per room. The cord must not exceed 6' and be used for one item. One power-strip per room is allowed and may have no more than four items plugged into the strip.

Stovetop areas in the apartment must be kept clear of clutter including paper towels, dishes, etc.

Candles, space heaters and electric blankets should not be used.

Apartments must be kept clear of clutter to prevent falls. Excess newspapers, boxes and furniture must be properly stored to keep pathways clear.

All rugs must have a non-slip backing.

Halogen lamps should not be used.

Food items in the apartment must be stored to eliminate spoiling which may attract pests. Items from the dining room may not be taken to the apartment due to risk of spoilage.

Please advise our staff of your transportation needs with at least one week notice.

Please advise our staff of your dining room guest with 24-hour notice. Our private dining room service requires two week notice.

Overnight guests are welcome in resident apartments with notification to our staff. A maximum of five day stay is suggested.

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

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

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

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

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

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

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY OTHER 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;

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

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

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

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

EXHIBIT XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

All residents, family members and legally designated representatives or responsible parties will have the right to voice grievances or recommendation about treatment or care without fear of discrimination or reprisal from staff of this facility. The resident, family members and legally designated representatives or responsible parties will also have the right to prompt resolution of grievances. The facility shall conspicuously post this policy within the facility.

The Administrator will be the designated person at this facility to whom grievances/complaints or recommendations related to the care or treatment of a resident may be reported, orally or in writing.

The Administrator will receive, and respond confidentially to grievances or complaints and recommendation related to a resident's stay at this facility. As necessary, complaints/grievances and recommendations by a resident or legally appointed representative, family member or responsible party will be brought promptly to the attention of the appropriate department manager, Director of ALF Operations, Vice President of Operations and/or Board President for review and resolution. A response to the resident, next of kin or responsible party will be made in writing as to action taken or not taken, within at least fifteen (15) days after the complaint/grievance or recommendation is reported to the Administrator. An appeal process may be initiated if there is no resolution or if the decision is unsatisfactory to the resident. The appeals process may be initiated within thirty (30) days of receipt of appeal with review by member or committee of the governing authority.

During the Bill of Rights presentation to staff (General Orientation or the annual mandatory in-service about rights of residents), the Administrator/Case Manager will inform staff of the avenue by which residents and their families, legally appointed representative or responsible party can register complaints/grievances or recommendations.

Upon admission of the resident, the Case Manager will inform the resident or legally designated representative, next of kin, or responsible party of avenues by which complaints/grievances or recommendations can be made known to the administrator.

Anonymous complaints may be received in the Suggestion Box located in the first floor common hallway. Responses will include general posting addressing corrections or clarification to policy and practice surrounding the complaint. All anonymous complaints will be reviewed and documented at the next monthly Resident Council meeting.

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

This is an addendum to a Residency Agreement made between Elderwood Assisted Living at Hamburg (the “Operator”), _____, (the “Resident or you”), _____, (the “Resident’s Representative”), and _____, (the “Resident’s Legal Representative”). The Residency Agreement is dated as of _____. This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This Addendum must be attached to the Residency Agreement between the parties.

I. Enhanced Assisted Living Certificates.

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Elderwood Assisted Living at Hamburg located at 76 Buffalo Street Hamburg 14075.

II. Physician Report.

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

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

III. Request for and Acceptance of Admission.

You have requested to become a Resident at this Enhanced Assisted Living Residence, (the “Residence”) and the Operator has accepted your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications.

Attached as EALR # 1 and made a part of this Agreement is a written description of:

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

V. Aging in Place.

The Operator has notified you that, while the Operator will make reasonable efforts to facilitate your ability to age in place according to your Individualized Service Plan, there may be a point

reached where your needs cannot be safely or appropriately met at the Residence: If this occurs, the Operator will communicate with you regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24-Hour Skilled Nursing or Medical Care is Needed.

If you reach the point where you are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge you from residency, UNLESS each of the following conditions are met:

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

VII. Addendum Agreement Authorization.

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

Dated: _____
(Signature of Resident)

Dated: _____
(Signature of Resident's Representative)

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

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