

Assisted Living Residence

RESIDENCY AGREEMENT

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## RESIDENCY AGREEMENT

- A. This agreement is made between 245 Bassett Road Operating Company, LLC (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 245 Bassett Road, Williamsville, New York 14221 as an Assisted Living Residence known as Elderwood Village at Bassett Park and as an Adult Home Program. The Program Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence.
- B. You have requested to become a Resident at The Residence and the Operator has accepted your request.

## AGREEMENTS

### I. Housing Accommodations and Services

Beginning on, \_\_\_\_\_, (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 Private Room. You may occupy and use a Private Room ( ), Deluxe Room ( ), Studio ( ) identified on Exhibit I.A.1., subject to the terms of this Agreement.
2. Common areas. You will be provided with unrestricted access to the general purpose rooms at the Residence such as lounges (1 with a pool table), library, café, laundry room, main dining room, activity room, living room and a beauty salon for at least ten (10) hours per day between the hours of 9:00 a.m. and 9:00 p.m. Use of these general purpose rooms outside of this timeframe may be accommodated.
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 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 room.

## 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 diet, mechanical soft, pureed, nectar thickened liquids, and ground.  
  
Residents may request a snack or beverage at any time and it will be provided to them.  
  
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.
2. **Housekeeping.**
3. **Linen Service.** (towels and washcloths; pillow, pillowcase, blanket, a minimum of two (2) bed sheets, bedspread; all clean and in good condition)
4. **Laundry of Your personal Washable clothing.**
5. **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 and required by the NYS Department of Health.

6. **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.

7. **Personal Care.** The Operator will provide a minimum of three and three-quarter (3.75) hours per week of personal care services including wellness checks such as weight and blood pressure monitoring and basic assistance with bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), feeding, medication assistance including medication acquisition, storage and disposal, and assistance with self-administration of medication.

8. **Development of Individualized Service Plan.** (including ongoing review and revision as necessary). An individualized service plan will be developed to address Your needs, and will be updated every six months (at minimum) or whenever there is 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 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.

### **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/or 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 Arrangements

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. 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).

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. 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.

### 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 (1<sup>st</sup>) day of each calendar month. Payment should be made to Elderwood Village at Bassett Park located at 245 Bassett Road, Williamsville, New York 14221.

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 (10<sup>th</sup>) day of the month. The interest shall be calculated as of the 1<sup>st</sup> 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.

*(In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, see provisions regarding termination of the Agreement set forth in Section XIII.)*

### E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, except in the following circumstances:
  - a) 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.

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

#### **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 if 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.

#### **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 Your discharge, the Operator must provide You, Your Resident and/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 based on 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 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 Residence-maintained account, then that signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

X. Admission and Retention Criteria for an Assisted Living

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An Operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility, and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether 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 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.
6. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:

(a) chronically require the physical assistance of a person in order to walk; or (b) chronically require the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.

7. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care 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:

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

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### XIII. Termination and Discharge

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

1. By mutual, written 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 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 if you object to the termination 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, 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, the notice will include the date of termination 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. If 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 ROOM

**EXHIBIT I.A.2.**

**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. The Operator is required to provide you with the following minimum household equipment, however, You may elect to bring your own which can be documented using Exhibit I.A.3:
  - i. a standard, single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition; a clean, comfortable, well-constructed mattress, standard in size for the bed; and a clean comfortable pillows of average bed size
  - ii. a chair, a table, and a lamp;
  - iii. lockable storage facilities for personal articles and medication which cannot be removed at will;
  - iv. individual dresser and closet space for the storage of resident clothing;
  - v. a hinged, lockable entry door; household linens including, at minimum, a pillow, a pillowcase, two sheets, blankets, a bedspread, towels and washcloths;
  - vi. 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.3.**

**FURNISHINGS/APPLIANCES PROVIDED BY YOU-**  
**To be completed at time of admission**

**EXHIBIT 1.B.**

**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 Toiletries	Varies by item	Weekly transport to stores
Commissary Goods		Snack shop
Medical Transportation	No cost	Operator to offices w/in 10 mile radius; family and/or resident representative responsible beyond 10-mile radius
Cultural/Activities Transportation	No cost	Operator
Long Distance Telephone Service	Fees vary per carrier	Local carriers
Local Phone Service	At Vendor Cost	Local Service Provider
Air Conditioning	No cost	Operator
Cable T.V.	At Vendor Cost	Local Service Provider
Other	N/A	N/A

**EXHIBIT I.C.**  
**LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

There are no providers currently. This exhibit will be updated whenever there is a change.

**EXHIBIT II**  
**DISCLOSURE STATEMENT**

245 Bassett Road Operating Company, LLC, as operator of Elderwood Village at Bassett Park, 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 245 Bassett Road, an Assisted Living Residence as well as an Adult Home facility. 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 26 persons.

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

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 room within the Residence.

3. The owner of the real property upon which the Residence is located is 245 Bassett Road,

LLC. The mailing address of Elderwood Village at Bassett Park is 245 Bassett Road, Williamsville New York 14221. The following individual is authorized to accept personal service on behalf of such real property owner:

Erica Gentile, Administrator, Elderwood Village at Bassett Park, 245 Bassett Road, Williamsville New York 14221

4. The Operator of the Residence is 245 Bassett Road Operating Company, LLC. The mailing address of the Operator is 245 Bassett Road, Williamsville NY 14221. The following individual is authorized to accept personal service on behalf of the Operator:

Erica Gentile, Administrator, Elderwood Village at Bassett Park, 245 Bassett Road, Williamsville, New York 14221

5. 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. 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 is 1-866-8936772.

11. The New York State Long Term Care Ombudsman Program (NYS LTCOP) 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.ltcombudsman.ny.gov](http://www.ltcombudsman.ny.gov).

## EXHIBIT III.A.

### TIERED FEES ARRANGEMENT

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (*if applicable*); ambulation (*if applicable*); transferring (*if applicable*); feeding and medication management including medication acquisition, storage and disposal, and assistance with self-administration of medication.

As an Adult Home Resident, You will be provided with up to three and three-quarter (3.75) hours per week of Personal Care as outlined above.

Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician during the following events; prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. The results of this comprehensive assessment will be shared with You, Your Representative and/or Your Legal Representative. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees, as follows:

Level	Additional Hours of Personalized Assistance Per Month	Monthly Fee
0	0 hours	No additional fee
1	Up to 3 hours	\$150
2	Up to 6 hours	\$300
3	Up to 9 hours	\$450
4	Up to 12 hours	\$600
5	Up to 15 hours	\$750
6	Up to 18 hours	\$900
7	Up to 21 hours	\$1050
8	Up to 24 hours	\$1,200
9	Up to 27 hours	\$1,350
10	Up to 30 hours and over	\$1,500
11	Enhanced Level Care	\$1,950

**ALL INCLUSIVE PRICING PROGRAMS**

Program	Description	Daily Rate	30 Day Month	31 Day Month
Enhanced Assisted Living(EALR)	Program serves people who wish to remain in the residence as they have age-related difficulties beyond what a Basic ALR can provide such as assistance to get out of a chair, need the assistance of another to walk or use stairs, need assistance with medical equipment, and/or need assistance to manage chronic urinary or bowel incontinence.	See Exhibit IIIa Tiered Fee Agreements for Pricing	See Exhibit IIIa Tiered Fee Agreements for Pricing	See Exhibit IIIa Tiered Fee Agreements for Pricing

## **EXHIBIT III B**

### **SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES**

A onetime \$1500 Community Fee is required to cover services that this facility provides which are not required by regulation. An example of such services is scheduled transportation. There can be no subsequent increase in a Community Fee charged to You by the Operator once You have been admitted as a resident. The Community Fee is fully refundable within the first 15 days and 50% refunded within the first 30 days, non-refundable after 30 days.

EXHIBIT III.C. RATE OR FEE SCHEDULE

RESIDENT NAME: \_\_\_\_\_ ROOM #: \_\_\_\_\_

Your initial fees are as follows:

Basic Services Rate \$ \_\_\_\_\_

Additional Fees \$ \_\_\_\_\_  
(including individualized service plan)

Supplemental Fee \$ \_\_\_\_\_

Total Monthly Service Rate \$ \_\_\_\_\_

I understand and agree that the Operator has the right to change these rates and/or change the services provided in accordance with the provisions of the Residency Agreement

**EXHIBIT IV.**

**TRANSFER OF FUNDS OR PROPERTY TO OPERATOR**

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

**EXHIBIT V.**

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

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

## EXHIBIT VI

### 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 room must be checked for fire safety by maintenance staff. Only UL approved extension cords under 6 feet may be used. One power-strip per room is allowed and may have no more than four items plugged into the strip.

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

Rooms 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 room must be stored to eliminate spoiling which may attract pests. Items from the dining room may not be taken to the room 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 rooms with notification to our staff. A maximum of five-day stay is suggested.

**EXHIBIT VII**  
**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, 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 THE 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 VIII

### 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.