Assisted Living Residence

ELDERWOOD VILLAGE AT WILLIAMSVILLE

RESIDENCY AGREEMENT

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TABLE OF EXHIBITS

This agreement is made between Elderwood Village at Williamsville ("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 Department of Health to operate at 5271 Main Street, Williamsville, NY 14221 as an Assisted Living Residence known as Elderwood Village at Williamsville and as an Enriched Housing 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 provision of this agreement

1. 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: Daily, between the hours of 8am and 8pm, 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 rooms, whirlpool baths, activity center, chapel, billiard room, common kitchen, computer room, beauty salon, library, living room, screened and balcony.

   Select One:
   X Unrestricted access to at least one general purpose room is accessible 24 hours per day, seventh days a week.

   _ Use of these general-purpose rooms outside this timeframe may be accommodates as follows: ***(Insert facility's policy regarding use of common space during other hours).***

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 are not permitted (e.g., due to amperage concerns, etc.).

2. 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; LCS (low concentrated sweets diet) and regular diet.

   Food and Drink are available to You 24 hours per day, seven days a week in the following way(s): Residents may request a snack or beverage at any time and it will be provided to them.

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: Housekeeping services will be provided as needed but no less than one time per week.

4. Linen Service: When not supplied by the Resident, the Operator will provide towels, washcloths; pillow, pillowcases, blankets, and at least 2 bed sheets, and a bedspread; all clean and in good condition.

5. Laundry of Your personal Washable clothing. The Operator will provide the following laundry services: Weekly Laundry will be provided by the facility. Residents that wish to wash their own clothing may do so at the designated laundry rooms.

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: The Operator will provide 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.

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.

3. 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.

4. 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.

5. 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.

6. 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 updates 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 Exhibit II., which is attached to and made part of this Agreement.

III. Fee

1. Basic Rate.

The

(Select all that apply)

___ Resident ___ Resident's Representative ___ Resident's Legal Representative

___ Other, please specify:

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 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 provided care, if other than staff of the Operator.

Elderwood Village at Williamsville

X does ___ does not utilize tiered fee arrangement

3. Supplemental, Additional or Community, Fees

The Residency Agreement includes a description of supplemental, additional, or community fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees, or charges.

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 as 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.

4. 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.

5. 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 proved under this Agreement:
Monthly Basic Service Rate $0.00
This amount is due and payable monthly in advance by the first (1st) day of each calendar month. Payment should be made to Elderwood Village at Williamsville, 5271 Main Street, Williamsville, NY 14221.

A late charge of twenty-five dollars ($25) and a 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.
In the event the Resident, Resident's Representative or Resident's legal representative, as applicable, is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident: The facility will help identify other appropriate housing options for the resident. Please refer to Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xv).
Such procedures are in accordance with the provisions regarding termination of the agreement set for tin Section XIII.

6. Adjustments to Basic Rate or Additional 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.

7. 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 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. The Resident is responsible for paying the monthly basic service rate even when the Resident is absent from the facility, 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 reduction of the monthly basic service rate during such absences. 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 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 or 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 Surrgate's Courte 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 by 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 or to be transferred. Such listing is attached as Exhibit V. and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

V. Property or items of value held Temporarily 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 in 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

Supplemental Security Income (SSI) is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available online at https://otda.ny.gove/programs/disability-determinations/. Some recipients of SSI may be entitled to a monthly personal allowance in accordance with Social Services Law.

Safety Net Assistance (SNA) provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at https://otda.ny.gov/programs/temporary-assisting./

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 the 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 basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state, and local laws.
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 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 Assisting 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 another person in order to walk; or
b) chronically require the physical assistance of another person to climb stairs 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 bowl 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 Residence 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 representative agree to obey all reasonable Rules of the Residence.

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

A. You, or your Representative or Your Letal 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 Medicate, Medicaid or other third-party coverage.

   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 regulations of the New York State Department of Health.
4. Informing the Operator promptly of change in health status, change in physician, or change in medications.
5. Informing the Operator promptly of any chance of name, address, and/or phone number.

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 You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and if you object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction 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 payments 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 are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the Thiry (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
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 their 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, 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 New York 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 a 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; or
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to Yourself or others; or
3. When a Receiver has been appointed under the provisions 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 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 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 New York law for personal services 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.

XIV. 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 Resident 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 services 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 continues 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 (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

4. Waiver by the parties of any provision in this Agreement that is required by statute or regulations shall be null and void.

XVII. Agreement Authorization

We, the undersigned, reflect all parties to be charged under this agreement, 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

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

_____ 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 but the Basic Rate:

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

EXHIBIT I.A.I.

IDENTIFICATION OF APARTMENT/ROOM

RESIDENT NAME: _____

UNIT #: _____

UNIT TYPE: _____

UNIT LOCATION: _____

UNIT DESCRIPTION: _____

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:
   i. a standard, single bed in good repair, a chair, a lamp;
   ii. 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;
   iii. individual dresser and closet space for storage of resident clothing
   iv. dishes, glasses, utensils, table;
   v. household items 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

Residents are allowed to bring the items below. Check all those that will be furnished by You:

- ☐ Bed
- ☐ Nightstand
- ☐ Drawer
- ☐ Chair
- ☐ Bed Linen
- ☐ Pillow
- ☐ Bed Spread
- ☐ Bed Linens
- ☐ Wastebasket
- ☐ Couch/Loveseat
- ☐ Easy Chair
- ☐ Table
- ☐ Other: _____
- ☐ Other: _____

Residents are NOT ALLOWED to bring the items below:

- Extension Cords
- Heated Blankets
- Toasters
- Non-UL approved power Strips-One surge protector per room, with no more than 4 receptacles may be used at one time.

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	$1.00 to $1.25	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	No cost	Courtesy phones on each floor
Air Conditioning	No cost	Operator
Cable T.V.	No cost	Basic services provided by Operator
Guest Meals or Room Service	$5.00 Per meal	Operator
Key Replacement	$15.00	Operator
Pet Fee	$250-$500 Dogs or Cats under 18 lbs. Only	Operator
Other	N/A	N/A

Medical Transportation charges are over and above Medicare, Medicaid and Third-Party Payment

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

At this time there are no providers offering home car or health care services under any arrangement with the Operator. The Community, however, will make every effort to assist you in obtaining appropriate home care or health care services if You so desire, and will coordinate the care provided by the operator and the additional nursing, medical and/or hospice services.

EXHIBIT II

DISCLOSURE STATEMENT

5271 Operating Company, LLC ("The Operator"), as operator of Elderwood Village at Williamsville ("The Residence") 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 5271 Main Street, Williamsville, NY 14221 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:
   Enhanced Assisted Living services for up to a maximum of 19 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 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 person 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 5271 Operating Company, LLC. The mailing address of such real property owner is 5271 Main Street, Williamsville, NY 14221.
   The following individual is authorized to accept personal service on behalf of such real property owner: Administrator, Elderwood Village at Williamsville, 5271 Main Street, Williamsville, NY 14221.

4. The Operator of the Residence is 5271 Operating Company, LLC. The mailing address of the Operator is 5271 Main Street, Williamsville, NY 14221. The following individual is authorized to accept personal service on behalf of the Operator: Administrator, Elderwood Village at Williamsville, NY 14221.

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), if any entity which provides care, material, equipment or other services to residence of the Residence.
   None.
   List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of the Residence, in the Operator:
   None.

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

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

8. Except as provide through the residents third party Insurance provider, or as assigned as payment to the facility by the resident, signatory or guarantor, the facility does not currently have public funds available for the payment of services.

9. 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 1-866-893-6772.

10. 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.tlcombudsman.ny.gov.

EXHIBIT III.A.2

TIERED FEES ARRANGEMENTS

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 medication acquisition, storage and disposal, and assistance with self-administration of medication.

Elderwood Village at Williamsville does utilize tiered fee arrangements.

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 you move-in. 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:

Levels of Care

LEVEL ONE	210.00/MONTH	UP TO 3 HOURS OF CARE
LEVEL TWO	368.00/MONTH	UP TO 6 HOURS OF CARE
LEVEL THREE	525.00/MONTH	UP TO 9 HOURS OF CARE
LEVEL FOUR	683.00/MONTH	UP TO 12 HOURS OF CARE
LEVEL FIVE	840.00/MONTH	UP TO 15 HOURS OF CARE
LEVEL SIX	998.00/MONTH	UP TO 18 HOURS OF CARE
LEVEL SEVEN	1155.00/MONTH	UP TO 21 HOURS OF CARE
LEVEL EIGHT	1313.00/MONTH	UP TO 24 HOURS OF CARE
LEVEL NINE	1470.00/MONTH	UP TO 27 HOURS OF CARE
LEVEL TEN	1628.00/MONTH	UP TO 30 HOURS OF CARE
ENHANCED	1785.00/MONTH	ENHANCED CARE: 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 the stairs, need assistance with medical equipment, and/or need assistance to manage chronic urinary or bowel incontinence.

EXHIBIT III.B

SUPPLEMENTAL, ADDITIONAL OR OCMMUNITY FEES

A one-time community fee of 1500.00 is charges to reserve an apartment. This fee is fully refundable within the first 15 days and 50% refundable within 30 days. No refunds after a 30-day period.

EXHIBIT III.C

MEDICATION MANAGEMENT FEES

THE FOLLOWING FEES ARE IN PLACE FOR MEDICATION MANAGEMENT

MEDICATION LEVEL ONE	263.00/MONTH	ASSITANCE WITH TWO MEDICATION PASSES OR LESS
MEDICATION LEVEL TWO	368.00/MONTH	ASSITANCE WITH 3 OR MORE MEDICATION PASSES OR ASSISTANCE WITH SPECIAL MEDICATIONS
MEDICATION LEVEL THREE	472.00/MONTH	ASSISTANCE WITH THREE OR MORE MEDICATION PASSES AND ASSISTANCE WITH SPECIAL MEDICATIONS
Diabatic Management	893.00/MONTH	Assistance with Blood Glucose Monitoring and/or Insulin Injections.

Special medications are any medication that are not given by mouth, this would include nose sprays, inhalers, topical, injections.

EXHIBIT III.C

PROPERTY/ITEMS HELD BY OPERATION FOR YOU

Complete and attach the DOH-5194 here.

EXHIBIT VI.

RULES OF 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 n the dining room or othere 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 feet 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. Execess 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 advice 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 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 INDPENEDENT 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 IDIVIDUALS 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 STRONG 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;
EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSESSIONS IF STORED BY THE OPERATOR;

(K) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF TEHIR 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 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;

(L) EVERY RESIDENT AND VISITOR SHALL HAVE THE RESPONSIBILITY TO OBEY ALL REASONABLE REGULATIONS OF THE RESIDENCE AND TO RESPEC THE PERSONAL RIGHTS AND PRIVATE PROPERTY OF THE OTHER RESIDENTS;

(M) EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE THEIR SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT;

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

(O) 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

(P) 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.

(Q) 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.

ELDERWOOD ASSISTED LIVING

ADMISSION MANDATORY INFORMATION

I, _____ 0 _____, on ___/___/___ received a copy of the
Resident/Responsible Party

Resident Resource Book and was provided oral and written information about the folloing issues regarding care at this facility.

> Facts about Staff and services including:
  -- Daily living and health care policies and procedures including no smoking policy
  -- Name, address and spicailty of Attending Physician

> Bill of Rights for Residents and facility policies and procedures to implement these rights

> Resident Responsibilities

> Privacy Act Statement

> Health Insurance Portabilitly and Accountability Act - Notice of Privacy Practices

> Complaint procedures including:
  -- How to submit claims for lost personal possessions
  -- How to contact Ombudsman or New York State Department of Health
  -- Who to contact in the event Resident is dissaatisfied with the Complaint Resolution

> Discharge, bed reservation, readmission and leave of absence policies at this residence

> Medicare and Medicaid application process, and costs associated with care that are paid for through these programs (ALP Only) ☒ **Not Applicable**

> RUGS classification category for care needs (ALP Only) ☒ **Not Applicable**

> Confidentiality of medical record information

> Advance Directives

> Facility policy regarding the use of video/audio surveillance equipment

_____ _____
Signature of Resident or Responsible Party Date

_____
Relationship to Resident

_____ _____
Signature of Witness Date

_____
Title of Witness

EXHIBIT VIII.

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

Policy: All residents, family members and legally designated representatives or responsible parties will have the right to voice grievances or recommendations 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.

Procedure: 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 recommendations 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 with thirty (30) days of receipt of appeal with review by member or committee of the governing authority.

During the Bill of Rights presentation to the 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, the resident the Case Manager will inform the resident of 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.

RESIDENCY AGREEMENT

A. This agreement is made between Elderwood Village at Williamsville (the "Operator"), 0 (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 State of New York Department of Health to operate at 5271 Main Street, Williamsville, NY 14221 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 Village at Williamsville.

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 1/0/1900, the Operator shall provide the following accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. The Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

I. This is an addendum to a Residency Agreement made between Elderwood Village at Williamsville (the "Operator"), 0

(the resident) _____, (the "Resident's

Representative") and _____, (the "Resident's Legal Representative). Such Residency Agreement is dated 1/0/1900
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 Village at Williamsville located at 5271 Main Street, Williamsville, NY 14221

II. Physician Report - You have submitted to the Operator a written report from your physician, which reports state 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 EARL #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 and 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 medicate care that is required to be provided by a hospital, nursing home or a facility licensed under the Metal 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 31; AND
c. 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 Legal Representative)

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

Right Moves
Informed Consent and Assumption of Liability

You are being invite to participate in testing to evaluate your physical fitness. Your participation is entirely voluntary. If you agree to participate, you will be asked to perform a series of assessments designed to evaluate your mobility, upper- and lower-body strength, aerobic endurance, flexibility, agility and balance. These assessments involve activities such as walking, standing, lifting, stepping, and stretching. The risk of engaging in these activities is similar to the risk of engaging in all moderate exercise and may possibly result in muscular fatigue an soreness; sprains and soft tissue injury; skeletal injury; dizziness and fainting; and the risk of cardiac arrest, stroke and even death.

If any of the following apply, you should *not* participate in testing without written permission of your physician:

1. Your doctor has advised you not to exercise because of your medical condition(s).
2. You have had congestive heart failure.
3. You are currently experiencing joint pain, chest pain, or dizziness or have exertional angina (chest tightness, pressure, pain, heaviness) during exercise.
4. You have uncontrolled high blood pressure (160/100 or above).

During the assessment you will be asked to perform within your physical comfort zone and never to push to a point of overexertion or beyond what you feel is safe. You will be instructed to notify the person monitoring your assessment if you feel any discomfort or experience any unusual physical symptoms such as shortness of breath, dizziness, tightness or pain in the chest, irregular heartbeat, numbness, loss of balance, nausea, or blurred vision. If you are accidentally injured during testing, the test administers will be unable to provide treatment to you other than basic first aid. You will be required to seek treatment from your own physician, which must be paid for by you or your insurance company.

You may discontinue participation in testing whenever you wish by asking to do so. By signing this form, you acknowledge the following.

1. I have read the full contents of this document. I have been informed of the purpose of the testing and of the physical risks I may encounter.
2. I agree to monitor my own physical condition during tests I am asked to perform, and I agree to stop my participation and inform the person administering the assessment if I feel uncomfortable or experience any unusual symptoms.
3. I assume full responsibility for all risk of bodily injury and death as a result of participating in testing. should I suffer an injury or become ill during testing, I understand that I must seek treatment from my own physician and that I or my insurance will have to pay for this treatment.

My signature below indicates that I have had an opportunity to ask and have answered any questions I have had, and that I freely consent to participate in the physical assessment.

Name: 0

Signature: _____ Date: 1/0/1900

Designated Personal and Compassionate Caregivers

The NY State Department of Health issued emergency regulations regarding Personal and Compassionate Caregivers in Skilled Nursing Facilities. These regulations allow you to choose a "personal caregiving visitor" which can be a family member, close friend, or a legal guardian designated by you, or your lawful representative, to assist with personal caregiving or compassionate caregiving for you. Personal caregiving is defined as care and support of a resident to benefit such resident's mental, physical, or social well-being, and compassionate caregiving is defined as personal caregiving provided in anticipation of the end of the resident's life or in the instance of significant mental, physical, or social decline or crisis.

Elderwood is inquiring as to whether you would like to designate a Personal or Compassionate Caregiver in the event of a Public Health Emergency. This would allow the individual you choose to be able to enter the facility after specific screenings to provide you with the care and support you need.

Resident Name: 0 Apt # 0 Date: 1/0/1900

Resident's Representative (if applicable): _____

I designate the following individual(s) to be my personal caregiver(s):

_____

I designate the following individual(s) to be my Compassionate Caregiver(s):

_____

___ I do not wish to designate a Personal or Compassionate Caregiver at this time.

_____ _____

Resident or Resident Representative Signature Date

_____ _____

Facility Representative or Designee Signature Date

_____ _____

Verbal Information Gathered By Date

CONSENT TO PHOTOGRAPH AND AUTHORIZAION FOR USE OR DISCLOSURE

Name of Subject 0

I hereby authorize Elderwood and its facilities, their legal representatives and assigns, those for whom Elderwood is acting, and those acting with Elderwood's authority and permission, the irrevocable and unrestricted right and permission to take, use, re-use, publish and republish photograph(s) of me without restriction as to changes or alterations, whether intentional or unintentional; and, re-use, publish, and republish my name, comments, and demographic information such as age, hometown, and/or affiliation. The term "photograph" includes video or still photography, in digital or any other format, and any other means of recording or reproducing images.

I hereby authorize the use or disclosure of the photograph(s), quotations, and/or demographic information for the following uses or purposes: dissemination to Elderwood staff, physicians, health professionals, and members of the public for educational, treatment, research, scientific, public relations, marketing, news media and/or charitable goals, and I hereby waive any right to compensation for such uses by reason of the foregoing authorization.

I waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied.

I and my successors or assigns hereby hold Elderwood and its facilities, their legal representatives and assigns, those for whom Elderwood is acting, and those acting with Elderwood's authority and permission harmless from and against any claim for injury or compensation resulting from the activities authorized by this agreement.

I hereby warrant that I am of full age and have the right to contract in my own name. I have read the above agreement in its entirety prior to its execution, and I am fully familiar with its contents. This release will be binding upon me and my heirs, legal representatives and assigns.

Date: 1/0/1900

Signature: _____

Name: 0

ELDERWOOD VILLAGE AT WILLIAMSVILLE

RESIDENT APARTMENT FIRE/SAFETY CHECKLIST

This checklist has been developed to assist you in your apartment. It is based upon regulations and recommendations for the New York State Department of Health. If you have any questions, please see Maintenance or the Case Manager. Thank you for your cooperation.

- Your stovetop area must be kept clear of clutter – including paper towels, towels, plastic wear, etc.
- Each room may use one power strip. Extension cords and plug adapters are not allowed.
- Candles are not allowed in your apartment.
- Electric space heaters are not allowed.
- Your apartment must be kept clear of clutter to prevent falls. Excess newspapers, magazines, boxes, baskets, and furniture must be properly stored.
- All rugs must have a non-slip backing
- Leftover food and spoiled fruit must be discarded in a timely manner. (Ask housekeeping staff for assistance).
- Furniture must not block doorways or pathways at any time.
- The Red magnets stating "ROOM CHECKED AND EMPTY" must be kept on the back of the entry door for use by Staff and Emergency personnel only.
- The use of halogen lamps is not permitted.

_____ 1/0/1900

Resident Signature Date

Facility: Elderwood Village at Williamsville

ELDERWOOD VILLAGE AT WILLIAMVILLE

AUTHORIZATION TO RELEASE MEDICAL RECORD INFORMATION/DOCUMENTS

I hereby authorize professional health care and administrative staff at Elderwood Village at Williamsville to release medical record information and documents of 0 to appropriate health care professionals or fiscal intermediaries, upon request.

Signature: _____ Date: 1/0/1900

Resident/Guardian/Designated Representative

Signature: _____ Date: 1/0/1900

Facility Representative