TANGLEWOOD MANOR
RESIDENCY AGREEMENT

Table of Contents

Table of Exhibits

ATTACHMENTS

TANGLEWOOD MANOR
RESIDENCY AGREEMENT

This agreement is made between Tanglewood Manor, Inc. (the "Operator"),

_____ (insert Resident's Name), the "Resident" or "You",

_____ (insert Name of Resident's Representative or indicate "Not Applicable"), the "Resident's Representative", if any, and

_____ (insert Name of Resident's Legal Representative or indicate "Not Applicable"), the "Resident's Legal Representative", if any.

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 560 Fairmount Avenue, Jamestown, New York, 14701, an Assisted Living Residence known as Tanglewood Manor and as an Adult Home (the Residence).

Select all that apply:

☐ The Operator does not have any additional certifications at this location.
☐ The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.
☑ The Operator is certified to operate, at this location, a Special Needs Assisted Living Residence.

B. You have requested to become a Resident at Tanglewood Manor and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services

Beginning on _____ (**MM/DD/YYYY)**, 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 Living Space: You may occupy and use a ☐ private or ☐ semi-private living space as identified in Exhibit I.A.1, subject to the terms of this Agreement.

2. Common areas: Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations, at Section 485.14(b), coupled with federal regulation at Title 42 of the Code of Federal Regulations at Section 441.301(c)(5), for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m. you will be provided unrestricted access to common areas at the Residence**.** Specifically, you will be provided with unrestricted access to the following general-purpose rooms:

Common Rooms
Activity Room

You will be able to use the common areas at the Community between the hours of 9:00 AM and 8:00 PM for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.

3. Furnishings/Appliances Provided by The Operator: Attached as Exhibit I.A.2. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your living space.

4. Furnishings/Appliances Provided by You: Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You in Your living space. Such Exhibit also contains any limitations or conditions concerning what type of appliances are not permitted (e.g., due to amperage concerns, etc.).

B. Basic Services

Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations ("18 NYCRR"), Section 487.7, 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, pursuant to 18 NYCRR §487.8.

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

No modified diets are provided.

Food and Drink are available to You 24 hours per day, 7 days a week in the following way(s):

Vending Machines containing food and drink are on-site and available at all times.

2. Activities: Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 487.7(h), the Operator will provide an organized and diverse 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 Services: Housekeeping Services will be provided pursuant to Title 18 of New York Codes, Rules and Regulations at Sections 487.9(h) and 487.11(j). The operator shall assign a minimum of 1.0 staff hour per week per resident for the purpose of housekeeping. The operator shall provide staff sufficient in number and skill to comply with the maintenance requirements set forth in Title 18 of New York Codes, Rules and Regulations at Section 487.11(k). The operator shall maintain a clean and comfortable environment. All areas of the facility shall be free of vermin and rodents. All areas of the facility, including but not limited to the floors, walls, windows, doors, ceilings, fixtures, equipment, and furnishings, shall be clean and free of odors. Blankets,

bedspreads, pillows, and other furnishings shall be laundered as often as necessary for cleanliness and freedom from odors. It shall be the responsibility of the operator to launder the personal washable clothing of residents at no additional charge. The operator may provide the facilities and supplies for residents who choose to launder their own personal clothing.

4. Linen Service: The Operator will provide a minimum of two (2) sheets; one (1) pillowcase, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.11(i)(8), (9).

5. Laundry of your personal washable clothing: The Operator will provide the following laundry services:

Laundry services will be provided at least once a week or as often as necessary.

6. 24-hour Supervision: Pursuant to Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(g) and Title 18 NYCRR Section 487.7(d), the Operator will provide appropriate staff on-site 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 New York State Department of Health.

7. Case Management: Per Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(i) and Title 18 NYCRR Section 487.7(g), the Operator will provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and evaluation of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. Personal Care: Pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.9(g)(2), 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 personal care including some assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, assistance with self-administration of medication.

9. Development of Individualized Service Plan: An Individualized Service Plan will be developed to address the resident's needs per Public Health Law Section 4659 and regulation at Title 10 of New York Codes, Rules, and Regulations at Sections 1001.2(k), 1001.7(k), and 1001.10(c). This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

C. Additional Services

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

Per regulation at Title 10 of New York Codes, Rules and Regulations at Section 1001.8(f)(4)(iv), 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

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4) and (5), Tanglewood Manor, Inc., as operator of Tanglewood Manor hereby discloses the following, as required by Public Health Law Section 4658(3):

1. The Consumer Information Guide developed by the Commissioner of Health will be provided to the Resident upon admission.

2. Tanglewood Manor, Inc. is licensed by the New York State Department of Health to operate Tanglewood Manor at 560 Fairmount Avenue, Jamestown, New York, 14701 as an Assisted Living Residence as well as an Adult Home.

Select all that apply:

☐ The Operator does not have any additional certifications at this location.
☐ The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.
☑ The Operator is certified to operate, at this location, a Special Needs 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 Tanglewood Manor and to receive Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

a. Special Needs Assisted Living services for up to a maximum of 36 persons.

The Operator will post prominently in Tanglewood Manor, on a monthly basis, the then-current number of vacancies under its Special Needs Assisted Living programs.

It is important to note that The Operator is currently approved to accommodate within the Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Special Needs Assisted Living unit (or program). If, however, such units are at capacity and there are no vacancies, the Operator will assist You and Your 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 Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your living space within Tanglewood Manor.

Following is a list of other health related licensure or certification status of The Operator or others providing services at Tanglewood Manor.

Western Region Health Corp. d/b/a WILLCARE, Certified Home Health Agency (CHHA)
Tanglewood Manor Licensed Home Care Services Agency

3. The owner of the real property upon which the Residence is located is Jamestown Property Holdings, LLC. The mailing address of such real property owner is 1120 53rd Street Brooklyn, NY 11219. The following individual is authorized to accept personal service on behalf of such real property owner: Gary Rohinski, 1120 53rd Street Brooklyn, NY 11219

4. The Operator of the Residence, Tanglewood Manor is Tanglewood Manor, Inc. The mailing address of the Operator is: 560 Fairmount Avenue, Jamestown, New York, 14701. The following individual is authorized to accept personal service on behalf of the Operator: Nicholas T. Ferreri, 560 Fairmount Avenue, Jamestown, New York, 14701.

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

Nicholas T. Ferreri is the 100% owner of the Tanglewood Manor, Inc., and the 100% owner of Tanglewood Manor Licensed Home Care Services Agency, which provides home care services to the residents of Tanglewood Manor.

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

Nicholas T. Ferreri is the 100% owner of the Tanglewood Manor, Inc., and the 100% owner of Tanglewood Manor Licensed Home Care Services Agency, which provides home care services to the residents of Tanglewood Manor.

7. Outside Providers: Residents shall have the right to receive services from service providers with whom the Operator does not have an arrangement and shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

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

9. Public Funds: If Residents are below a specified income level, residential, supportive or home health services may be paid for through public funds, including Medicaid and Medicare.

10. The New York State Department of Health’s toll-free telephone number for reporting of complaints regarding the services provided by the Assisted Living Operator or regarding Home Care Services is 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-

free number 1-855-582-6769 to request an Ombudsperson to advocate for the resident. The Local LTCOP telephone number is 716-817-9222 or 1-844-527-5509. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

12. Fees

A. Basic Rate

(1) Select all that apply

☐ The Resident ☐ The Resident's Representative

☐ The Resident's Legal Representative

☐ Other, please specify: ***Insert Other, if applicable.***

agree that they will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section 1.B of this Agreement (the "Basic Rate").

The Basic Rate as of the date of this agreement is:

Basic Rate ($ _____ per month) or ($ _____ per day).

B. Tiered Fee Arrangements

Tanglewood Manor

☑does ☐ does not utilize tiered fee arrangements.

Any "Tiered" fee arrangements, in which the amount of the Monthly 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 the 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.

C. Supplemental, Additional or Community Fees

Pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4), 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 Exhibit I.C*).

Any charges for supplemental or additional fees by the Operator 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. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The Operator must clearly inform the prospective Resident 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.

D. 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.

E. Billing and Payment Terms

In accordance with Title 10 of New York Codes, Rules and Regulations, Section 1001.8(f)(4)(xiv), the following information is presented.

Payment is due by the 5th of the month and shall be delivered to:

Tanglewood Manor
560 Fairmount Avenue,
Jamestown, New York 14701

If a payment is not received within five days of the due date, a late fee of 1½% will be charged.

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, this agreement may be terminated in accordance with Section II.22 of this Agreement.

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 forth in Section II.22 of this Agreement.

F. Adjustments to Basic Rate or Additional or Supplemental Fees

1) Per Title 10 of New York Codes, Rules, and Regulations, section 1001.8(b)(2)(xvi), 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.

G. Bed Reservation

The following is provided in accordance with Title 18 of New York Codes, Rules, and Regulations at Section 487.5(d)(6)(xvii).

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 $_____per (indicate day/week/month/year). (The total of the daily rate for a one-month period may not exceed the established monthly rate). The [basic] length of time the space will be reserved is for as long as the Resident continues to pay the rate in accordance with the provisions of this Agreement.

A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section II.22 of this Agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

13. Refund/Return of Resident Monies and Property

The following is provided pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xvi).

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after Your discharge, the Operator must provide You, Your Representative and/or Legal Representative, and any other 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 (3) business days after Your discharge, any of your money or property which comes into the possession of the Operator.

The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made.

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.

If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein Tanglewood Manor is located in order to determine what should be done with property of Your estate.

14. 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 following admission and during Your residency, and the Operator has agreed to accept such transfer, 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.

15. Temporary Hold of Property or Items of Value Held in the Operator's Custody for You

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit VI of this Agreement.

16. 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. Please refer to Title 10 of New York Codes, Rules, and Regulations at Section 1001.9.

17. Tipping

In accordance with Title 18 of New York Codes, Rules, and Regulations at Section 487.10(g)(7), 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 required by statute, regulation, or agreement.

18. Personal Allowance Accounts

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law.

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 (DOH-5195) 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.

SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at https://otda.ny.gov/programs/disability-determinations/.

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

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 they will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

Please refer to Title 18 of New York Codes, Rules, and Regulations at Sections 485.12, 487.5(d)(6)(xii), 487.6, and 487.10(f).

19. Admission and Retention Criteria for an Assisted Living Residence

The following is made known per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xii).

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 the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections, provided that the individual is capable of self-propelling the wheelchair and self-transferring.

2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.

3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.

4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section II.22 of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available,

and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:

(a) chronically require the physical assistance of another 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.

8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are evaluated as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

20. Rules of the Residence

Attached as Exhibit VII and made 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.

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

You, or Your Representative 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 payment is available under Medicare, Medicaid or other third-party coverage.

4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.

5. Informing the Operator promptly of any 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.

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

1. Items 1 through 6 listed above in the preceding paragraph entitled “Responsibilities of Resident, Resident’s Representative and Resident’s Legal Representative” in the event the Resident is unable to take responsibility for such.

2. Performing the duties of any legal obligation they have undertaken on behalf of Resident, such as Power of Attorney or Health Care Proxy.

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

1. Items 1 through 6 listed above in the preceding paragraph entitled “Responsibilities of Resident, Resident’s Representative and Resident’s Legal Representative” in the event the Resident or the Resident’s Representative is unable to take responsibility for such.

2. Performing the duties of any legal obligation they have undertaken on behalf of Resident, such as Power of Attorney or Health Care Proxy.

22. Termination and Discharge

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xiii), this Residency Agreement and residency in Tanglewood Manor may be terminated in any of the following ways:

1. By mutual, written agreement between You and the Operator

2. Upon thirty (30) days’ written notice from You or Your Representative to the Operator of Your intention to terminate the Agreement and leave the facility. Residents choosing to terminate their residency without thirty (30) days’ notice in compliance with this section agree to pay thirty (30) days’ Basic Rate established pursuant to this Agreement and, if applicable, any charges incurred for Additional Services, Supplies or Amenities utilized, from the date of notification of their decision to terminate the Agreement, unless the Operator agrees to waive the thirty (30) day notice requirement. This payment will be due in full upon discharge.

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/or 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, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that 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 Tanglewood Manor 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

(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 Tanglewood Manor.

5. The Operator has had their operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of Tanglewood Manor.

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

If the Operator decides 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 the termination which must be at least thirty (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 You/the Operator may be entitled.

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

23. 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 thirty (30)-days' written notice or court review, for the following reasons:

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;

2. In the event that Your behavior poses an imminent risk of death or serious physical injury to Yourself 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 II.22 of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been transferred. 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 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 must be readmitted.

24. Resident Rights and Responsibilities

Attached as Exhibit VIII and made a part of this Agreement is a Statement of Rights and Responsibilities of Residents in Assisted Living Residences. 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.

25. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in Tanglewood Manor's operations and programs are attached as Exhibit IX, entitled Operator Procedures: Resident Grievances and Recommendations, and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of Tanglewood Manor. Please refer to regulation at Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(x).

The Operator agrees that the Residents of Tanglewood Manor 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 such 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.

26. 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 Tanglewood Manor 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 regulation shall be null and void.

27. 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 Operator's Representative)

(Optional) **Personal Guarantee of Payment**

Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), 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 either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Residency Agreement.

_____ (Insert Name) personally, guarantees payment of charges for Your Basic Rate.

_____ (Insert Name) personally, guarantees payment of charges for the following services, materials, or equipment, provided to You, that are not covered by the Basic Rate:

Any additional services, supplies or amenities identified in EXHIBIT I.C of this Agreement;
Any additional care, services or supplies provided upon the express written order of the Resident's primary physician;
Any additional charges for services, material, equipment and food provided for the Resident's benefit as are reasonable and necessary in the event of any emergency which affects the Resident and provided during such emergency.

_____
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 LIVING SPACE

RESIDENT NAME: _____ (***Insert Resident's Name)***

UNIT #: _____ (***Insert Resident's Unit #)***

UNIT TYPE: _____ (***Insert Unit Type)***

( ) Private

( ) Semi-Private

EXHIBIT I.A.3. FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with:

- 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 pillow of average bed size.
- a chair;
- a table;
- a lamp;
- lockable storage facilities, which cannot be removed at will, for personal articles and medications;
- individual dresser and closet space for the storage of resident clothing;
- a hinged, lockable entry door;
- in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy; and
- two (2) sheets; pillowcase; at least one (1) blanket; a bedspread; towels and washcloths; soap; and toilet tissue.

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

☐ Bath Linens

☐ Wastebasket

☐ Couch

☐ Easy Chair

☐ Table

☐Other:_____

☐ Other:_____

Residents are NOT ALLOWED to bring the items below:

Electrical appliances must be approved by management prior to use in a resident's room.

No frayed electrical cords are permitted. A resident may only plug one item into a 6-foot extension cord. Only one surge suppressor per room and no three-way plugs are permitted.

EXHIBIT I.C. ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are available from the operator directly or through arrangements with the Operator for the following additional charges.

ITEM	BASIS FOR ADDITIONAL CHARGES
Dry Cleaning	As charged by local cleaners
Professional Hair Grooming	As charged by beautician
Personal Toilet Articles	Operator will provide soap & toilet tissue
Commissary Goods	As purchased by self
Extraordinary Activities Supplies	Operator provides
Special Cultural Events	As charged by event if necessary
Transportation:	
Medical*	As charged by Chautauqua Area Regional Transit System (CARTS) and/or Medicaid Transportation.
Recreation	As charged by CARTS, Bus, or Cab
Escort Services	$20.00/hr for staff member to accompany to appointments (A minimum charge of $20.00 will apply to each trip)
Optional Local Telephone Service Arranged for by the Operator	$30.00 / Month
Optional Cable Service Arranged for by the Operator	$40.00 / Month
Other (Specify)	
Medications not covered under Medicaid or 3rd party reimbursement	As charged by pharmacy
Activity transportation	Operator provides

*Except where payment is available under Medicare, Medicaid or third-party coverage.

* Please note that Operator can provide you with additional services at fees to be determined at the time the service is requested or Operator can help you locate someone in the Residence to help you. Please note that these prices are subject to change from time to time.

EXHIBIT I.D. LICENSURE/CERTIFICATION STATUS OF PROVIDERS

☐ At this time there are no providers offering home care 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 provide by the operator and the additional nursing, medical and/or hospice services.

☑ At this time the following providers offer ☑ home care ☑ health care services under an existing arrangement with the Operator:

Service	Provider	Licensure/Certification
Skilled Nursing	Western Region Health Corp. d/b/a WILLCARE	Certified Home Health Agency (CHHA)
Physical Therapy	Western Region Health Corp. d/b/a WILLCARE	Certified Home Health Agency (CHHA)
Occupational Therapy	Western Region Health Corp. d/b/a WILLCARE	Certified Home Health Agency (CHHA)
Speech Therapy	Western Region Health Corp. d/b/a WILLCARE	Certified Home Health Agency (CHHA)
Shared Aide Services	Tanglewood Manor Licensed Home Care Services Agency	Licensed Home Care Services Agency

EXHIBIT III.A.1

Basic Rate or Fee Schedule
Effective January 2023

Basic Rate	Accommodation
SSI Rate $43.17 / day ($1313.00 / month)	Double Occupancy Room (Roommate)
$162.00 / day	Semi-Private Room (Shared Bath)
$174.00 / day	Small Private Room
$250.00 / day	Suite/Individual
$327.00 / day	Suite/Husband & Wife
$295.00 / day	Specialized Memory Care – Companion Room
$327.00 / day	Specialized Memory Care- Private Room

EXHIBIT III.A.2. TIERED FEE 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.

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

Tanglewood Manor ☑does ☐ does not 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 your 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:

Level One	• Basic Services pursuant to Agreement (3.75 Hours Personal Assistance)
Level Two (ALR) $25.00 / day	• Includes Basic Services, with the addition of the following: • Requires some assistance with personal hygiene and grooming due to weakness or other physical issues • Occasional instances of incontinence • Requires nighttime toileting schedule
Level Three (SNALR) $35.00 / day	• Includes all Level Two Services, with the addition of the following: • Requires daily assistance with personal hygiene, grooming and dressing • Incontinent: Requires assistance with adult incontinence products and perineal care to manage incontinence • Requires 24/7 toileting schedule • Requires additional personal assistance due to special needs or challenges with memory care progression over short periods of time • Requires assistance and/or escort to get medications from medication stations
Level Four (SNALR) $45.00 / day	• Includes all Level Three Services, with the addition of the following: • Requires assistance and/or escort to dining room for meals • Requires monitoring of intake of food, prompting and cueing, and personal hygiene services during mealtime
Level Five (SNALR) $55.00 / day	• Includes all Level Four services, with the addition of the following: • Requires frequent to continuous one-on-one monitoring, observation, supervision, prompting and cueing, re-approach, reassurance, emotional support, re-direction, orienting, diversion and encouragement

EXHIBIT III.B. SUPPLEMENTAL, ADDITIONAL, OR COMMUNITY FEES

The facility does not charge a Community Fee.

Refer to Exhibit I.C regarding Supplemental Services and Supplies

EXHIBIT III.C. RATE OR FEE SCHEDULE

RESIDENT NAME: _____

UNIT #: _____

A. Your Basic Rate (Housing Accommodations and Services + Basic Services)	**$**

The Basic Rate includes costs associated Housing Accommodations and Basic Services as outlined in Section 1.A and B of this Agreement. Fees associated with this Basic Rate are outlined below:

Housing Accommodations and Services: $_____

Living Space	Monthly Fee
	$
	$
	$
	$

Basic Services: $ _____

Including a minimum of 3.75 hours of personal care services including 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.

B. Your Tiered Billing Rate	**$**
Tanglewood Manor ☑ does ☐ does not utilize tiered fee arrangements. The assessment conducted, in consultation with Your Physician has determined that the following Level of Care is appropriate to provide You with the services You need. You, Your Representative, or Your Legal Representative agree to pay the additional fees required. Level of Care:_____ Monthly Rate:	

C. Your Supplemental or Additional Fees	**$**
You have opted to receive the following supplemental or additional fees, outlined in Exhibit III.B: _____ _____	
YOUR TOTAL MONTHLY RATE Your Basic Rate + Your Tiered Billing Rate + Your Supplemental or Additional Fees	**$**
Community Fee: Tanglewood Manor ☐ does ☑ does not charge a one-time Community Fee, as outlined in Exhibit III.B of this Agreement. No Community Fee is due	**$**
Your Total Move-In Costs:	**$**

EXHIBIT V. TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Listed below are items (i.e. money, property or things of value) that You wish to transfer voluntarily to the Operator upon admission or at any time:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

EXHIBIT VI. PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Complete and attach the DOH-5194 here.

Adult Care Facility Inventory of Resident Property Form DOH-5194 (DSS-3027) appears on the following page.

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____ **OPERATING CERTIFICATE NUMBER:** _____

ITEM	QUANTITY	ESTIMATED $ VALUE (if known)	RESIDENT NAME / DESCRIPTION	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
RESIDENT SIGNATURE X		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE X	DATE		

EXHIBIT VII. RULES OF THE RESIDENCE

1. Family and friends taking residents out of the facility must strictly adhere to the facility's sign-in/sign-out procedures. Please communicate to staff that you are taking a resident out and sign resident out in appropriate book at the reception area. Upon return, sign resident in.

2. There is no smoking anywhere in the facility. Smoking outdoors is only permitted in the designated outdoor area.

3. You may keep non-perishable food in Your room, but it must be stored in a covered, sealed container or, if applicable, in Your personal room refrigerator (private room only can accommodate). You may keep perishable food in Your room only if You have a personal room refrigerator and the perishable food is stored in such refrigerator. Any food not properly stored will be thrown out by the housekeeping staff.

4. Residents may choose to have a land-line phone for local calls connected in their room as arranged for by the Operator for an additional monthly charge, or may have a cell phone at their own expense. Residents may also choose to connect their own cable television in their room as arranged for by the Operator for an additional monthly charge.

5. Upon admission, all clothing must be labeled prior to placing into closets/wardrobes.

6. No alcoholic beverages are allowed on the premises.

7. Electrical appliances must be approved by management prior to use in a resident's room.

8. No frayed electrical cords are permitted. A resident may only plug one item into a 6-foot extension cord. Only one surge suppressor per room and no three-way plugs are permitted.

9. Residents are not permitted to keep ANY medication, including non-prescription medication, in their rooms in the absence of a self-care order from the resident's primary care physician.

10. Fire drills will be conducted monthly, on alternate shifts, some with complete evacuations.

11. Family members are encouraged to communicate to staff any appointments made with resident's physicians.

12. A resident has the right to choose which pharmacy they wish to use. The facility systemizes its medication management utilizing and integrating with Parkview Health Services. The primary use of one pharmacy promotes better organization and tracking ability but Residents who do not wish to use Parkview are free to use the pharmacy of their choice.

13. It is strongly recommended that residents do not bring money, credit cards, jewelry and /or anything that is of value to the facility. While staff will do their best to locate lost or misplaced items, the facility is not responsible for items lost or mislaid by residents. We supply a dresser that has a locked drawer. We also provide banking services for residents where we suggest they keep funds. All residents are encouraged to use our banking services rather than keeping cash in their rooms.

14. Resident's personal belongings including furniture will be donated to charity or discarded thirty (30) days after termination of the Residency Agreement if not retrieved. A disposal fee of $300 will be charged in the event the facility must haul and dispose of furnishings at the dump. An extension of time may be requested.

15. Residents who develop medical or psychiatric conditions that render them inappropriate for adult home residence under the criteria established by New York State law and the Department of Health regulations may transfer to an appropriate setting at any time without penalty.

16. No burning of candles or incense is permitted in the facility.

17. Residents are to obey all reasonable rules of the facility and to respect the rights and property of other Residents.

18. Staff is obligated to contact family whenever a resident experiences illness, falls, or has other accidents, and/or receives any kind of injury, or exhibits behavior that constitutes a danger to self or others, as well as when the resident's whereabouts are unknown for over 24 hours.

Dated: _____ _____
(Signature of Resident)

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

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

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

EXHIBIT VIII. RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

RESIDENT'S RIGHTS AND RESPONSIBLITIES 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 REPRESENATATIVE 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 OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTSIN 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 PROSSESSIONS

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATME NT 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 MAILOR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOROR ANY PERSON AFFILIATED WITH THE OPERATOR

(J) EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUALWORK

(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 INFORMEDOF THE CONSEQUECES 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 INCLUDETHEIR SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH 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

(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; 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 THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

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

EXHIBIT IX.

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

Operator Procedures: Resident Grievances and Recommendations

If at any time, you have any concerns or complaints about staff or services, you may relay that complaint, either verbally or in writing, to any staff member you feel comfortable with.

In addition, you may submit an anonymous complaint/recommendation on the forms provided at the Business Office. An executed form may be dropped off at the Business Office. Every effort will be made to address the complaint/recommendation.

All complaints will be forwarded to the case manager for review and then forwarded to the Operator.

The Operator will review all complaints and determine what staff and/or discipline is appropriate for consideration and resolution of the problem.

The Operator will ensure that complaints are investigated and replied to within fifteen days. Resolutions and explanations will be given to the complainant by the case manager.

If you do not feel the issue has been satisfactorily resolved, you may forward your complaint to the following:

1. The New York State Department of Health's toll-free telephone number for reporting of complaints to the Adult Care Facility Centralized Complaint Intake Unit regarding the services provided by the Assisted Living Operator or regarding Home Care Services is 1-866-893-6772.

2. The New York State Department of Health's toll-free telephone number for reporting complaints regarding Home Care Services (the NYS DOH Home Health Hotline) is 1-800-628-5972

3. 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.

716-817-9222 or 1-844-527-5509 is the Local LTCOP telephone number. The NYSLTCOP website address is www.ltcombudsman.ny.gov.

My signature below confirms my receipt and understanding of my rights to file a complaint and the appeal process.

Dated: _____ _____
(Signature of Resident)

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

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

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

EXHIBIT X. CONSUMER INFORMATION GUIDE

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCES

A copy of the Consumer Information Guide issued by the New York State Department of Health will be provided to the Resident upon Admission.

EXHIBIT XI.

Tanglewood Manor's Special Needs Assisted Living Residence Program Description

Employees of the facility's Special Needs Assisted Living Residence recognize that meeting the needs of residents with Alzheimer's Disease or other related dementias is very challenging, and specialized care is not routinely available in many long-term care settings. The administration and staff of the facility offer residents with dementia specialized care that is sensitive to the unique and individual needs of each resident.

It is our intent and mission to provide:

- A safe, homelike environment that adapts to the special strengths and needs of each resident
- Care that is individualized and compassionate
- Life Enrichment programs designed specifically for residents with cognitive impairments and an opportunity to experience a sense of belonging and meaningful purpose
- Specially trained staff that seek to understand the meaning of behaviors associated with memory loss, utilizing special communication skills, orientation cues, and care techniques to manage such behaviors and promote a sense of comfort and reassurance
- Partnerships in caring with residents, families, and local community

Our goals are as follows:

- To provide specialized care in an environment that is supportive and reflective of the needs of each resident
- To provide a compassionate life enrichment program that focuses on resident strengths, abilities, and wellness rather than on disabilities
- To deliver a program designed to enable residents to live - not just exist - and to minimize failures, and enhance residents' quality of life.

Administration staff ensure that there is ongoing observation and assessment of resident services. All staff are specially selected and trained to assure the highest standard of services. Continuous efforts will be made to ensure that the staff as well as resident's families are considered, consulted, and included as members of an interdisciplinary team.

The Corporate Trainer will coordinate a program of orientation, dementia specific training, and quarterly in-service training for staff on issues related to the provision of services and supervision of residents with dementia. The Activity, Case Management and Personal Care Departments will be involved in the implementation of on-going training.

A Universal Worker concept will be utilized to provide a wide range of direct care services to include meal service, bathing, dressing, grooming, housekeeping, and activities. Residents will be encouraged and allowed the freedom to make choices about their daily activities and care routines.

The Special Needs Community will provide direct and supportive staff in accordance with the proposed plan approved by the Department of Health, and will not make any significant modifications to the staffing schedule without prior approval. (See enclosed staffing schedule)

The Activity Department will coordinate and implement activities that are designed for residents with cognitive limitations. Activities will focus on and utilize remaining strengths and abilities in each resident. All areas within the Community have been designed to eliminate the perception of an institutional environment.

The Operator and Administrators will coordinate and have in place, a transfer agreement with an area nursing home facility that provides dementia care services. Coordination of this agreement will enable residents and their family members assistance with facilitating a timely and orderly transfer when necessary. (See enclosed transfer agreement).

The Special Needs Community is designed to promote self-worth and enhance the quality of life for each resident by providing residents opportunity for choice and control over their individual daily lives. We recognize that resident family members and resident representatives are critical partners in providing quality dementia care. They will be encouraged to participate in the development of their loved one's individualized wellness program and various facility programs.

The Operator will maintain and make available for review all resident and facility records approved for use in the Special Needs Communities.

Tanglewood Manor Dementia Unit/SNALR Plan

Intended resident capacity is 36 residents composed of two individual households of up to eighteen residents each. The memory care households are designed to serve a population of individuals with early to mid-stage Alzheimer's and related dementias. These residents will be served with a specialized program of care and services designed specifically to meet their needs in a physical environment that is safe and supportive. Each household will offer a fully self-contained and secure residential home-like environment. Features of each household will enhance the individual's sense of purpose, self-worth, and independence.

Dementia Unit/SNALR Features

Small individual households serving up to 18 residents similar in stage of their disease.

- Intimate dining with individual household kitchens outfitted with safety in mind, yet accessible to the resident for active engagement in the set-up and clean-up of meals and baking/cooking activities
- Handicapped accessible bathrooms with grab bars in each room, promoting safety and as much independence as possible for each unique resident
- Secured exit controls allowing for free resident mobility and promotion of autonomy.
- Enclosed courtyard with gardens that are pleasing to the senses, and a comfortable seating area for outdoor engagement with friends and family
- Intimate family-style common areas, having soothing interiors and no unnecessary clutter, avoiding over-stimulation
- Interiors that minimize sharp color contrasts in flooring and avoidance of loud, busy patterns

Dementia Unit/SNALR Services

- Promotion of family involvement in social events, holiday celebrations, scheduled entertainment and activities
- Special staff selection and training
- Dementia appropriate activities to include supervised access to common areas outside the unit itself, such as the wellness center and main lounge, where residents are entertained by local talent
- Smaller environment promoting increased supervision and greater interaction between staff and residents
- Availability of finger foods and snacks at resident's discretion 24 hours a day
- Focus on fitness, exercise, and physical activity programming that will prolong use of needed motor skills
- Encouragement of room design with incorporation of personal items that are familiar and meaningful to the resident

EXHIBIT XII. Resident Rights in Assisted Living Programs

The Social Services Law and Public Health Law give you certain rights as a resident in an Assisted Living Program. AT A MINIMUM, A RESIDENT HAS THE RIGHT:

i. To receive courteous, fair and respectful care and treatment, and not be physically, mentally or emotionally abused or neglected in any manner;
ii. To exercise his or civil rights and religious liberties, and to make personal decisions, including the choice of physician, and to have the assistance and encouragement of the operator in exercising these rights and liberties;
iii. To have private written and verbal communications or visits with anyone of his or her choice, or to deny or end such communications or visits;
iv. To send and receive mail or any correspondence unopened and without interception or interference;
v. To present grievances and complaints including those related to care and services and recommend changes in policies and services on his/her behalf, or the behalf of other residents, to the administrator, facility staff, the Department of Health, other government officials, or any other parties without fear of interference, coercion, discrimination, or reprisal. This extends to the resident's designee, as well. If not satisfied with the results of the complaint investigation, the resident or his/her designee shall have the right to appeal the outcome to the Department of Health, as appropriate.
vi. To join other residents or individuals inside or outside the facility to work for improvement of resident care;
vii. To confidential treatment of personal, social, financial, and health records;
viii. To have privacy in treatment and in caring for personal needs;
ix. To receive a written statement (admission agreement) of the services regularly provided by the facility operator, those additional services which will be provided if the resident needs or asks for them, and the charges (if any) for these additional services;
x. To manage his or her own financial affairs;
xi. To not be coerced or required to perform the work of staff members or contractual work; and if the resident works, to receive fair compensation from the operator of the facility;
xii. To have security for any personal possessions if stored by the operator;
xiii. To have recorded on the facility's accident or incident report the resident's version of the events leading up to the accident or incident;
xiv. To object if the operator terminates the admission agreement against the resident's will.
xv. To refuse treatment after being fully informed of and understanding the consequences of such actions, unless the refusal causes, or is likely to cause, in the judgment of a physician, life threatening danger to the resident or others.

IF YOU FEEL THAT ANY OF THESE RIGHTS HAVE BEEN OR ARE BEING VIOLATED, YOU MAY CONTACT: The New York State Department of Health's Centralized Complaint Intake Program at 1-866-893-6772.

EXHIBIT XIII. Resident Protections

IN ADDITION TO YOUR RIGHTS AS A RESIDENT, SOCIAL SERVICES LAW AND REGULATIONS PROVIDE OTHER PROTECTIONS. THESE IMPORTANT PROTECTIONS INCLUDE REQUIREMENTS THAT THE OPERATOR, ADMINISTRATOR, STAFF OR OTHER AGENTS OF THE OPERATOR:

Provide to you, before or at the time of the admission interview, a copy of the Admission Agreement, a copy and explanation of resident rights and protections, the listing of Legal Services and Advocacy agencies made available by the Department, and a copy of any facility rules related to resident activities, and tell you of your obligation to comply with these rules;

Provide to you at least 30 days advance notice of any change in the facility's rate or charges for supplemental services;

Provide to you, your next of kin or representative of your choice, at least 30 days advance notice of the facility's intention to termination your admission agreement. The notice must include: the reason for termination; the date of termination; that you have a right to object to the termination of the agreement and discharge; that if you object, you may remain in the facility and the operator, in order to terminate, must begin a court proceeding; that you will not be discharged against your will unless the court rules in favor of the operator. At the time of notice, the operator must give you a list of agencies providing free legal and advocacy services within the local area of the facility;

Allow you to end your admission agreement, subject to the conditions for notice established in your admission agreement;

Guarantee that you keep, from any Supplemental Security Income (SSI) or Home Relief (HR) payments you receive, a personal needs allowance to buy any items the operator is not required to provide to you;

Offer each SSI or HR recipient the opportunity to keep personal allowance funds in an account maintained by the facility;

Maintain complete records on your personal allowance account and upon request, or at least quarterly, show or give you a statement which has all deposits, withdrawals, and the current balance in the account;

Allow you to review upon request Department-issued inspection reports, excluding any confidential attachments, for the most recent two-year period.

Encourage and assist residents in organizing and maintaining committees, councils, or such other self-governing body as the residents may choose;

Maintain a system for accepting and responding to grievances and recommendations for changes or improvements in facility operations;

Allow you privacy in your room, subject to reasonable access by facility staff;

Neither physically restrain you nor lock you in a room at any time;

Allow you to leave and return to the facility at reasonable hours;

Neither require from you nor accept from you any gratuity (i.e., tip or gift) in any form.

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Tanglewood Manor, Inc. ("the Operator"), and

_____, (the "Resident" or "You"),

_____, (the "Resident's Representative", if any), and

_____, (the "Resident's Legal Representative", if any.)

Such Residency Agreement is dated (MM/DD/YYYY) _____.

This Addendum adds new sections and amends, if any, only the sections specified in this Addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Addendum. This Addendum must be attached to the Residency Agreement between the parties.

I. Special Needs Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Tanglewood Manor located at 560 Fairmount Avenue, Jamestown, New York 14701.

II. Request for and Acceptance of Admission

You have requested to become a Resident at this Special Needs Assisted Living Residence ("the Residence") and the Operator has accepted Your request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Specialized services to be provided in the Residence include daily activities tailored to challenge Residents with dementia. The activities program is supervised by a Registered Professional Nurse.

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carryout the tasks that Residents require. The Residence will be staffed with direct care personnel, a program director, a qualified activities director and case manager. Other staff not specifically assigned to the Residence are available to attend to needs of Residents that arise. The staffing plan will be adjusted to meet the needs of the Residents.

Each of our personal care aides, home health aides, and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons with dementia. The training includes methods on successfully cuing such individuals to independently perform personal care tasks, coordinating care with the Resident and their family, and wandering prevention.

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
RESIDENCY AGREEMENT ADDENDUM

The Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire facility is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety. Secured outdoor recreational areas are also available for Residents to safely enjoy the outdoors. The Residence has its own dining room to allow for staff to accommodate Resident's needs and dining schedule preferences and variations.

IV. Addendum Authorization

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

Dated: _____ _____
(Signature of Resident)

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

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

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

ASSISTED LIVING PROGRAM
RESIDENCY AGREEMENT ADDENDUM

I. General Provisions

This is an addendum to a Residency Agreement made between Tanglewood Manor, Inc. (the "Operator"), and

_____, (the "Resident" or "You"),

_____, (the "Resident's Representative", if any), and

_____, (the "Resident's Legal Representative", if any.)

Such Residency Agreement is dated _____.

This addendum pertains to the admission agreement approved by the Department for Tanglewood Manor and amends only the sections contained herein; all other provisions of the admission agreement remain in effect, unless otherwise amended. This addendum must be attached to the admission agreement of Tanglewood Manor.

The parties to this addendum understand that this program is an Assisted Living Program (ALP) providing long term residential care and providing or arranging for home care services to the resident in accordance with New York State Social Services Law and Public Health Law and the regulations of the New York State Department of Health.

II. Assisted Living Program Services

The ALP operator must be responsible for providing an organized, 24-hour-a-day program of supervision, care and services including:

1) The services listed in the Admission Agreement; and

2) The provision of, or arrangement for, the following home care services:

a. Personal care services which are reimbursable under Title XIX of the federal Social Security Act;
b. Home health aide services;
c. Personal emergency response services;
d. Nursing services;
e. Physical therapy;
f. Occupational therapy;
g. Speech therapy;
h. Medical supplies and equipment not requiring prior approval; and
i. Adult day health care in a program approved by the Commissioner of Health.

III. Resident Responsibilities

The Resident Responsibilities section of the admission agreement remains in effect except for the following modification regarding medical evaluations:

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS SW DATE 8/29/2023

At the time of admission, the resident agrees to cooperate with the completion of the assessment process which includes obtaining a dated and signed medical evaluation not later than 45 days from the date of admission on a form conforming to Department regulations.

The resident agrees to cooperate with the reassessment process which includes obtaining an approved medical evaluation form every six (6) months thereafter, or as frequently as required to respond to changes in the resident's condition and to ensure immediate access to necessary and appropriate services by the resident.

IV. Financial Arrangements

The resident and the resident's representative, if any, agrees to apply for and maintain all applicable income entitlements and public benefits necessary to support payment for services provided by the operator. Should the resident be eligible for Medicaid, the operator agrees to accept the established Medicaid ALP rate for the services outlined in Section II of this Addendum. This payment is in addition to the specified rate in the Admission Agreement.

The resident is eligible for Medicaid. Y_____N_____ Rate _____

The resident and the resident's representative, if any, agree to pay, and the operator agrees to accept, the following payment in satisfaction of Section II of this addendum (select one schedule of payment).

This payment is in addition to the specified rate in the Admission Agreement.

Monthly Rate $_____ Due Date _____

Weekly Rate $_____ Due Date _____

Daily Rate $_____ Due Date _____

V. Agreement Authorization

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

Dated: _____ _____
(Signature of Resident)

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

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

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

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS SW DATE 8/29/2023