NEW YORK STATE OF OPPORTUNITY. Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

April 14, 2017

Leanne Kontogiannis
Hinman Straub, P.C.
121 State Street
Albany, NY 12207

Re: Fredonia Place
Project # 2083

Dear Ms. Kontogiannis,

Please be advised that the main body of your Residency Agreement is approved contingent upon receipt of your operating certificate for ALR/SNALR/EALR. Enclosed is a copy of the approved Residency Agreement. If you make any revisions to this agreement, you must first submit the changes to the Regional Office for approval.

If you have any questions regarding this letter, please contact (518) 408-1624. As always, thank you for your cooperation.

Sincerely,

Valerie A. Deetz
Director
Division of Adult Care Facilities
And Assisted Living Surveillance

cc: G. Currenti
N. Nowakowski
P. Vickery
N. Nickason
S. Zabala

Enc. Approved Residency Agreement for Fredonia Place AH and ALR

FREDONIA PLACE

Assisted Living Residence

RESIDENCY AGREEMENT

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

TABLE OF EXHIBITS

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

RESIDENCY AGREEMENT

This agreement is made between Fredonia Place the "Operator", and _____(the "Resident" or "You"), _____ (the "Resident's Representative", if any) and _____(the "Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 50 Howard Street, Fredonia, NY 14063 an Assisted Living Residence known as Fredonia Place and as an Enriched Housing Program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence (EALR), and/or Special Needs Assisted Living Residence (SNALR).

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

Now therefore, You and Operator agree to the following:

APPROVED
BY NYS Department of Health
4/14/17 (date)
_____(project manager)

I. **Housing Accommodations and Services.**

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

A. Housing Accommodations and Services

1. **Your Apartment/Suite**. You may occupy and use a private apartment/suite ( ) as identified on Exhibit I.A.I., subject to the terms of this Agreement.
2. **Common areas**. You will be provided with the opportunity to use the general purpose rooms at the Residence such as Le Bistro, dining room, library, movie theatre, chapel, lounges, game room, activity room, garden view dining room and spa room. Residents residing on Memory Care (SNALR) are also able to use above common areas with supervision.
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 and located in Your apartment/suite.
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/suite. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., fire safety, due to amperage concerns, etc.)

B. Basic Services

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

1. **Meals and Snacks**. Three nutritionally well-balanced meals per day and two snacks per day (three snacks per day on Memory Care (SNALR)) are included in Your Basic Rate. Various diets are available to You if ordered by Your physician and included in Your ISP.
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**. Each apartment/suite will be cleaned once per week, which is included in Your Basic Rate.
4. **Linen Service**. Each Enriched apartment contains a washer/dryer. You have the option of cleaning your linens yourself or the Operator can clean them once per week and include it in Your ISP. This service includes towels, washcloths, pillows, pillowcases, blankets, bed sheets, and bedspread. Complete linen service is provided by The Operator for Memory Care (SNALR) residents.
5. **Laundry of Your personal Washable clothing**. Each Enriched apartment contains a washer/dryer. You have the option of cleaning your laundry yourself or the operator can clean your personal washable clothing once per week and include it in Your ISP.

Complete laundry service is provided by The Operator for Memory Care (SNALR) Memory Care residents.

6. **Supervision on a 24-hour basis**. 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.
    a. Staffing for Enriched Housing is as follows:
        i. 1 Resident Aide per shift
        ii. 1 Medication Aide per shift
    b. Memory Care SNALR staffing levels are as follows:
        i. 2 Resident Aides per shift
        ii. 1 Medication Aide from 6:45 am to 11:15pm
    c. 1 LPN in the facility from 6:45 am to 11:15pm for both the Enriched Housing Community and Memory Care SNALR Community
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
8. **Personal Care.** Includes some assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), medication acquisition, storage and disposal, assistance with self-administration of medication and medication management.
9. **Development of Individualized Service Plan**. An initial ISP is completed for each resident upon admission to Fredonia Place. ISP's are updated every six months and revised upon any major changes such as hospitalization.

A. 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, which services shall be provided by the Operator directly or through arrangements established the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status.

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

II. Disclosure Statement

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

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

III. Fees

A. Basic Rate.

(1) Basic Rate Arrangements

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident, Resident's Representative and Resident's Legal Representative 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 as of the date of this agreement is ($_____per month).

(a) Tiered Fee Arrangements for Memory Care (SNALR)
Any "Tiered" fee arrangements, 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 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. Tiered fees for SNALR does not include services that are provided under The Residence's Enhanced Assisted Living Residence (EALR).

Supplemental, Additional or Community, Fees

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

A Community fee is a one-time fee that the Operator may charge at the time of admission.

Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community fees, shall be made only for services and supplies that are actually supplied to the Resident.

Any and all Enhanced Assisted Living Residence (EALR) services are an additional cost, above and beyond the Basic Rate and all inclusive pricing.

B. Rate or Fee Schedule.

APPROVED
BY NYS Department of Health
4/14/12 (date)
_____(project manager

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.

C. Billing and Payment Terms

Payment is due by the 5th of each month and shall be delivered to the business office. In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for services provided for in this agreement or additional services or care needed by the Resident, termination procedures will be initiated in accordance with NYS Department of Health Regulations as set forth in Section XIII of this Agreement. Fredonia Place will assist in seeking alternative care of the resident.

D. Adjustments to Basic Rate or Additional or Supplemental Fees

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

E. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.I above in the event of Your absence. The charge for this reservation is the same amount as the basic rate arrangement referenced above in III (A) (1) or III (A) (1) (a) for SNALR residents. Any EALR fees shall cease commencing with the 15th day of Your absence and will recommence immediately upon your return to The Residence. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The length of time the space will be reserved is 30 days. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after 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, if any at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made. If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.

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

V. Transfer of Funds or Property to Operator

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

VI. Property or items of value held in 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 in writing the responsibility of such custody, the Operator must enumerate the items so placed and attach to this Agreement a listing of such items. Such listing is attached as Exhibit VI. of this Agreement.

VII. Fiduciary Responsibility

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

VIII. Tipping

APPROVED
BY NYS Department of Health
4/14/12 (date)
(project manager)

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, regulation or agreement.

IX. Admission and Retention Criteria for an Assisted Living Residence

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 Service Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. If Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care (EALR) or Special Needs (SNALR)You will be subject to additional charges in addition to the Basic Rate. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Residence and/or Special Needs Assisted Living Residence 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 Residence or Special Needs Assisted Living Residence unit.
7. Enhanced Assisted Living Residence Care is provided to persons who desire to continue to age in place in an Assisted Living Residence at an additional cost as outlined in Exhibit III.C and who:

   - Need assistance with changing and empting of Catheters, Ostomy, and Urostomy bags
   - Need assistance using and operating Pulse Oximeters
   - Is chronically bedfast (resident must be on palliative care or on hospice);
   - Is chronically unable to transfer;
   - Is chronically chairfast (resident must be on palliative care or on hospice);
   - Need assistance to transfer with or without a gait belt or similar (1 person assist only). Hoyer lifts are not to be used. Residents requiring a 2-person assist are not able to reside at Fredonia Place unless they are on palliative care or on hospice.

- Need assistance with ambulation and require to be pushed in a wheelchair. This also includes residents on hospice or under palliative care.
- Chronically require the physical assistance of one or more person(s) to climb or descend stairs
- Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel
- Residents may continue to reside at Fredonia Place if they are dealing with a short term injury that may or may not result in being categorized in the above criteria

8. Enhanced Assisted Living Residence Care may also be provided at an additional cost as outlined in Exhibit III.C 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. The provision of this care shall be at the sole discretion of The Operator.
9. Enhanced Assisted Living Residence Care may also be provided at an additional cost as outlined in Exhibit III.C to certain persons who desire to move in to The Residence from outside of the facility to the 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. The provision of this care shall be at the sole discretion of The Operator.

XI. Rules of the Residence (if applicable)

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

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

A. You, or Your 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, Tiered, Enhanced and/or agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing, furniture and apartment effects (IE. Silverware, sheets, linens, pillows, plates, cups, etc.
3. Payment of all medical expenses including transportation out of the Village of Fredonia and City of Dunkirk area for medical purposes are not included in Operator's inclusive services, except when payments are available under Medicare, Medicaid or other third party coverage.

4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

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

_____

_____

_____

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

XIII. Termination and Discharge

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

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

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.

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

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will, give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free, legal advocacy resources approved by the State Department of Health.

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

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

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

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

XIV. Transfer

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

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

other residences or is making other provisions for the Residents continued safety and care.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been removed. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person. If the basis for the transfer permitted under parts, 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same upon request by the organization. Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The

parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.
5. Any disputes which arise here under shall be governed by New York State Law.

XVIII. Agreement Authorization

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

Dated: _____ _____
(Signature of Resident)

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

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

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

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

ersonal Guarantee of Payment

The Operator has determined that You have insufficient assets to reside at The Residence, therefore The Operator has accepted your Request to reside at The Residence in consideration of this guarantee.

_____ personally guarantees payment of charges for Your Basic Rate.

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

_____
_____
_____

_____ (Date)

_____ Guarantor's Signature

_____ Guarantor's Name (Print)

APPROVED
BY NYS Department of Health
4/14/17 (date)
_____ (project manager)

EXHIBIT I.A.1.
IDENTIFICATION OF APARTMENT/SUITE

☐The Liberty: one-bedroom apartment Apartment: _____
The Liberty is Fredonia Place's one-bedroom apartment. Each Liberty apartment boasts 566 square feet of living space, as well as a full-sized kitchen, bathroom with shower/bathtub and in-unit laundry.

☐The Putnam: deluxe one-bedroom apartment Apartment: _____
The Putnam is Fredonia Place's one-bedroom deluxe apartment. Each Putnam apartment boasts 593-606 square feet of living space with a walk-out terrace or balcony, as well as a full-sized kitchen, bathroom with shower/bathtub and in-unit laundry.

☐The Barker: deluxe two-bedroom apartment Apartment: _____
The Barker is Fredonia Place's two-bedroom apartment. Each Barker apartment boasts 860 square feet of living space with a walk-out terrace or balcony, as well as a full-sized kitchen, bathroom with shower/bathtub and in-unit laundry.

☐The Lafayette: deluxe two-bedroom/bath apartment Apartment: _____
The Lafayette is Fredonia Place's largest apartment and has a total of 1132 square feet of living space, as well as a full sized kitchen, two bathrooms with shower/bath and in-unit laundry.

☐ Memory Care Suite (SNALR): _____
The Memory Care suite has 254 square feet of living space **for residents diagnosed with dementia.** Each private suite offers a bathroom, and suites 59-65 include a walk in shower. All suites are wheelchair accessible and offer ample room for scooters.

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

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

Appliances include:

Assisted Living

Full size refrigerator (ALR Basic)
Electric Stove/Range (ALR Basic)
Washer/Dryer Unit (ALR Basic)
Microwave (ALR Basic)
Air Conditioner (ALR Basic)
Dishwasher (ALR Basic)
Telephone (ALR Basic)
High Speed Internet Connection (ALR Basic)
Cable Television Connection (ALR Basic)

Memory Care/Special Needs

High Speed Internet Connection (ALR Basic)
Cable Television Connection (ALR Basic)
Telephone (ALR Basic) (if The Operator deems resident is able)

Furnishings are provided by the incoming resident.

EXHIBIT I.A.4.
FURNISHINGS/APPLIANCES PROVIDED BY YOU

Appliances:*
Any additional appliances you would like to bring. (ex. Toaster, Coffee Maker, Blender, Pots/Pans/Dishes)

Exceptions:

* Incense
* Candles
* Hot plates
* Outlet adapters and 2, 3, or 4 way plugs
* Heating blankets/heating pads
* Bed side rails unless prescribed by physician (Must be quarter rails)
* Potpourri burners
* Frayed cords
* Hypodermic needles without sharps container (insulin)
* Use of oxygen without a sign on front door
* Non-furnished refrigerators (exceptions apply)
* Deep fryers
* Electric skillets/fryers
* Air conditioners other than provided by the Operators
* Installation or alteration of electrical equipment is strictly prohibited
* Door stops or wedges
* Stern-o cans
* Flammable liquids such as gasoline, ether, charcoal lighter, etc.
* Fire arms/weapons of any type/ammunition
* Fire works
* Grills of any type
* Curtains made from material that is not a fire resistant
* Gasoline powered equipment
* Heating units (space heater)
* Lamps (Kerosene and oil types)
* Sun lamps
* Heating elements (immersion type)
* Narcotics, unless prescribed/illegal drugs
* Lamps without proper shades
* Waterbeds/water mattress'

Furnishings:*
Bedroom Sets/Linens
Living Room Sets
Lighting
Dining Set
Television Set
Computer

*All furnishings/appliances must be approved by the maintenance department to ensure safety

EXHIBIT IC.
ADDITIONAL SERVICES, SUPPLIES OR AMENITIES (Subject to change)

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

Item	Additional Charge	Provided By
Dry Cleaning	X	Local Retail
Professional Hair Grooming	X	Beauty Salon
Local Medical Transportation (only Fredonia/Dunkirk) or outside transportation company		Fredonia Place if able
Cultural/Activities Transportation Small fee based on activity		Activity Location
Additional Cable TV stations beyond what is provided by The Operator	X	Time Warner

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

EXHIBIT I.D.
LICENSURE/CERTIFICATION STATUS OF PROVIDERS

None at this time.

EXHIBIT II
DISCLOSURE STATEMENT

Fredonia Place ("The Operator") as operator of Fredonia Place ("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 50 Howard Street, Fredonia, NY 14063, an Assisted Living Residence as well as an Enriched Housing Program and Memory Care Community.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence. These additional certifications 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 either Enhanced Assisted Living services or 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. Enhanced Assisted Living services for up to a maximum of 40 persons.
b. Special Needs Assisted Living services provided in the secured East Wing Dementia Community for up to a maximum of 24 persons.

Below is a list of the needs/conditions that The Operator is able to serve and accommodate under its Enhanced Assisted Living Certification at an additional cost as outlined in Exhibit III.C:

- Need assistance with changing and empting of Catheters, Ostomy, and Urostomy bags
- Need assistance using and operating Pulse Oximeters
- Is chronically bedfast, (resident must be on palliative care or on hospice);
- Is chronically unable to transfer;
- Is chronically chairfast (resident must be on palliative care or on hospice);
- Need assistance to transfer with or without a gait belt or similar (1 person assist only). Hoyer lifts are not to be used. Residents requiring a 2-person assist are not able to reside at Fredonia Place unless they are on palliative care or on hospice.
- Need assistance with ambulation and require to be pushed in a wheelchair. This also includes residents on hospice or under palliative care.
- Chronically require the physical assistance of one or more person(s) to climb or descend stairs
- Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel
- Residents may continue to reside at Fredonia Place if they are dealing with a short term injury that may or may not result in being categorized in the above criteria

Below is a list of the needs/conditions that The Operator is able to serve and accommodate under its Special Needs Assisted Living Certification at an additional cost as outlined in Exhibit III.C:

- Need assistance with changing and empting of Catheters, Ostomy, and Urostomy bags
- Need assistance using and operating Pulse Oximeters
- Is chronically bedfast, (resident must be on palliative care or on hospice);
- Is chronically unable to transfer;
- Is chronically chairfast (resident must be on palliative care or on hospice);
- Need assistance to transfer with or without a gait belt or similar (1 person assist only). Hoyer lifts are not to be used. Residents requiring a 2-person assist are not able to reside at Fredonia Place unless they are on palliative care or on hospice.
- Need assistance with ambulation and require to be pushed in a wheelchair. This also includes residents on hospice or under palliative care.
- Chronically require the physical assistance of one or more person(s) to climb or descend stairs
- Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel
- Residents may continue to reside at Fredonia Place if they are dealing with a short term injury that may or may not result in being categorized in the above criteria

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

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You may be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living if The Operator accepts Your request to reside in The Residence, which acceptance shall be at the sole discretion of The Operator. 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 or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your apartment/suite within the Residence:

The owner of the real property upon which the Residence is located is Fredonia Development Company, LLC. The mailing address of such real property owner is 37 Franklin St, Suite 210, Buffalo, NY 14202. The following individual is authorized to accept personal service on behalf of such real property owner: Nicholas B. Tzetzo, Manager of Fredonia Development Company, LLC.

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

3. The Operator of the Residence is Fredonia Place. The mailing address of the Operator is 37 Franklin St., Suite 210, Buffalo, NY 14202. The following individual is authorized to accept personal service on behalf of the Operator: Nicholas B. Tzetzo, Manager of Managing L LC of Operator.

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

   No other entity that provides care, material, equipment or other services to the residents of the Residence holds any ownership interest in the Operator.

5. All residents have the right to receive services from any provider, regardless of whether the operator of this residence has an arrangement with the provider.

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

7. Public funds, at The Operator's discretion may be used for payment for residential, supportive or home health services, including but not limited to availability of Medicare coverage for home health services.

8. 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 or regarding Home Care Services is 1-800-628-5972.
9. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. 716-269-4782 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

EXHIBIT III A.2.
TIERED FEE ARRANGEMENTS

Memory Care Community-SNALR

Level 1
The resident requires limited assistance (supervision and reminders) to complete their activities of daily living or ADL's. The resident requires some assistance or direction with bathing and showering and limited assistance with dressing or grooming (approximately 15 min/day). The resident is continent or can independently manage incontinence and is not on a toileting schedule. The resident requires minimal assistance at meal times, which includes cutting up food and occasional reminders during mealtime. The resident has minimal behaviors and are easily redirected. The resident receives medication assistance, weekly housekeeping, daily laundry and activities service, transportation to local medical appointments, three meals each day and snacks, case management, resident checks, and 24- hour staffing.

Level 2
The resident requires assistance to complete their activities of daily living or ADL's when supervision or reminders is not enough. The resident requires assistance with bathing and showering and assistance with dressing or grooming (approximately 30 min/day). The resident is on a toileting schedule due to incontinence or cannot independently manage. The resident requires assistance at meal times, which includes cutting up food and/or, repetitive reminders during mealtime. The resident has occasional behaviors that can be regularly redirected. The resident receives medication assistance, weekly housekeeping, daily laundry and activities service, transportation to local medical appointments, three meals each day and snacks, case management, resident checks, and 24- hour staffing.

Level 3
The resident requires complete assistance to complete their activities of daily living or ADL's. The resident requires complete assistance with bathing and showering and complete assistance with dressing or grooming (more than 30 min/day). The resident is on a toileting schedule due to incontinence or cannot independently manage toileting. The resident requires frequent assistance at meal times, which includes cutting up food, reminders, and redirection during mealtime. The resident has frequent behaviors that may or may not be regularly redirected. Frequent bathing and bed linen changes are required due to incontinence. The resident receives medication assistance, weekly housekeeping, daily laundry and activities service, transportation to local medical appointments, three meals each day and snacks, case management, resident checks, and 24- hour staffing.

We provide different levels of Personal Care Services depending on Your needs and in accordance with Your Individualized Service Plan, including assistance with bathing, grooming, dressing, toileting, ambulation, transferring, medication acquisition, storage and disposal, assistance with self-administration of medication.

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

Your Monthly Fee for Personal Care Services will depend on the amount of time needed for the delivery of Your required services each day. The fees for each level of Personal Care Services are set forth III.C. The services will be provided directly by the Operator's staff.

Tiered fees for SNALR does not include services that are provided under EALR.

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

EXHIBIT III.C
CURRENT RATE OR FEE SCHEDULE
(Subject to Change)

The Liberty -$4,599 (Monthly)
The Putnam -$5,099 (Monthly)
The Barker -$6,999 (Monthly)
The Lafayette -$6,999 (Monthly)
Extra person - $1,018 (monthly) (only applies to couple in Liberty or Putnam apartment)
Memory Care (Level 1) – $4,696 (Monthly)
Memory Care (Level 2) - $4,999 (Monthly)
Memory Care (Level 3) - $5,809 (Monthly)

Respite - $285 per day	
Garage Rental	$100.00 (monthly)
Storage Unit Rental	$100.00 (monthly)
Hospitality Suite Rental	$85.00 (nightly)
Community Fee (if applicable)	
Occasional Utility Surcharge	
Guest Meals	$7 Breakfast
	$10 Lunch
	$10 Dinner
	Special events vary in price
Initial Pendent (and replacement Fee if necessary)	$300
Commitment (applies to first months rent)	$2,000
Community Fee	$2,000
Security Deposit	$1,000
Pet Fee (Monthly)	$225

Enhanced Assisted Living Services

Need assistance with changing and empting of Catheters, Ostomy, and Urostomy bags $400 (Monthly)
Need assistance using and operating Pulse Oximeters $100 (Monthly)
Is chronically bedfast, (resident must be on palliative care or on hospice); $5,000 (Monthly)
Is chronically unable to transfer $185 (Monthly)
Is chronically chairfast (resident must be on palliative care or on hospice); $3,000 (Monthly)
Need assistance to transfer with or without a gait belt or similar (1 person assist only). Hoyer lifts are not to be used. Residents requiring a 2-person assist are not able to reside at Fredonia Place unless they are on palliative care or on hospice. $400 (Monthly)
Need assistance with ambulation and require to be pushed in a wheelchair. This also includes residents on hospice or under palliative care $1,000 (Monthly)
Chronically require the physical assistance of one or more person(s) to climb or descend stairs
Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel $1,000 (Monthly)

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

EXHIBIT V.
TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

EXHIBIT VI.
PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

APPROVED
BY NYS Department of Health
4/4/07 (date)
(project manager)

EXHIBIT X.I.
RULES OF THE RESIDENCE

1. For health and safety concerns, smoking is not allowed in the facility. Residents who wish to smoke must do so outside.
2. To ensure the health and safety of all residents, medicines stored in resident's rooms must be locked up securely and all resident medications, prescriptions and appointments must be communicated to the nursing staff as soon as possible.
3. To assist in maintaining a clean, safe, and healthy environment, residents must cooperate with staff in maintaining their apartment/suite in a condition that is free from clutter, flammable material, refuse or any potentially dangerous or offensive conditions.
4. Communicate any concerns or suggestions immediately to a Fredonia Place staff person.
5. Residents and guests are required to participate in fire drill procedures and to cooperate by following the directions of staff and emergency personnel.
6. Overnight guests are required to check with administrator or appropriate staff member as early as possible.
7. Residents shall inform the dining room staff of any guest who will be dining with us. Advanced reservations are required for private dining accommodations or special menu requests.
8. If anyone is to be away from Fredonia Place for an extended period we request that appropriate staff be informed.

Exhibit XV
Right and Responsibilities of Residents in Assisted Living Residences

Residents right and responsibilities shall include, but not be limited to the following:

(A) Every resident's participation in assisted living shall be provided with sufficient information regarding the residence to make informed choice regarding participation and acceptance of services;

(B) Every resident's civil and religious liberties including the right to independent personal decision and knowledge of available choices, shall not be infringed;

(C) Every resident shall have the right to have private

(D) Communications and consultation with his or her physician, attorney, and any other person;

(E) Every resident, residents representative and residents legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residences 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 improvements in resident care;

(F) Every resident shall have the right to manage his or her own financial affairs;

(G) Every resident shall have the right to have privacy in treatment and in caring for personal needs;

(H) Every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal processions;

(I) 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;

(J) Every resident shall have the right to receive or to send personal mail o any other correspondence without interception or interference by the operator or any person affiliated with the operator;

(K) Every resident shall have the right not to be coerced or required to perform work of staff members or contractual work;

(L) Every resident shall have the right to have security for any personal possessions if stored by the operator;

(M)Every resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided that an operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a resident who has been fully informed of the consequences of such refusal;

(N) 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;

(O) Every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident shall have the

right to receive visits from family members and other adults of the residents choosing without interference from the assisted living residence; Also

(P) Every resident shall have the right to written notice of any free increase not less than forty-five days prior to the proposed effective date of the fee increase; Provided, however, that if a resident, resident representative or legal representative agrees in writing to a specific rate or free increase through an amendment of the residency agreement due to the residents need for additional care, services or supplies, the operator ma y increase such rate or free upon less than forty-five days written notice.

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 program. Wavier of any of these residents rights shall be void. A resident cannot lawfully sign away the above-stated rights and responsibilities through a waiver or any other means.

EXHIBIT XVI
OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

Residents, family, and/or representatives will be informed of their right to voice grievances and to request changes without discrimination or reprisal. Fredonia Place will provide a mechanism through which a complaint or grievance can be processed and resolved promptly and efficiently. To respond to and resolve complaints presented by residents, family or representative, as quickly as possible.

1. All written complaints will be logged. The log will be maintained by the Administrator or department head designee and referred to in order to make improvements or adjustments to systems and/or programs.
2. Grievance forms will be filled out by the resident, family or representative with information requested and given to the charge person on duty or the Administrator.
3. The complaint will be investigated and any information will be filed with the grievance form.
4. Once the grievance is resolved the proper parties will be notified of the outcome.
5. It will then be forwarded to the Administrator for her signature.
6. Both log and complaint forms will be kept in the Administrator's Office and retained for a period of 3 years.

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Fredonia Place, (The Operator), (the "Resident" or "You"), _____(the "Resident's Representative"), (the "Resident's Legal Representative"). Such Residency Agreement is dated_____ 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. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Fredonia Place located at, 50 Howard Street Fredonia, NY 14063.

II. Request for and Acceptance of Admission

You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Special Needs Assisted Living Residence (the "Residence") and the Operator has accepted such request. The Levels of Care and cost is as follows:

SNALR Memory Care (Level 1) – $4,696 (Monthly)
The resident requires limited assistance (supervision and reminders) to complete their activities of daily living or ADL's. The resident requires some assistance or direction with bathing and showering and limited assistance with dressing or grooming (approximately 15 min/day). The resident is continent or can independently manage incontinence and is not on a toileting schedule. The resident requires minimal assistance at meal times, which includes cutting up food and occasional reminders during mealtime. The resident has minimal behaviors and are easily redirected. The resident receives medication assistance, weekly housekeeping, daily laundry and activities service, transportation to local medical appointments, three meals each day and snacks, case management, resident checks, and 24- hour staffing.

SNALR Memory Care (Level 2) - $4,999 (Monthly)
The resident requires assistance to complete their activities of daily living or ADL's when supervision or reminders is not enough. The resident requires assistance with bathing and showering and assistance with dressing or grooming (approximately 30 min/day). The resident is on a toileting schedule due to incontinence or cannot independently manage. The resident requires assistance at meal times, which includes cutting up food and/or, repetitive reminders during mealtime. The resident has occasional behaviors that can be regularly redirected. The resident receives medication assistance, weekly housekeeping, daily laundry and activities service, transportation to local medical appointments, three meals each day and snacks, case management, resident checks, and 24- hour staffing.

SNALR Memory Care (Level 3) - $5,809 (Monthly)

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

The resident requires complete assistance to complete their activities of daily living or ADL's. The resident requires complete assistance with bathing and showering and complete assistance with dressing or grooming (more than 30 min/day). The resident is on a toileting schedule due to incontinence or cannot independently manage toileting. The resident requires frequent assistance at meal times, which includes cutting up food, reminders, and redirection during mealtime. The resident has frequent behaviors that may or may not be regularly redirected. Frequent bathing and bed linen changes are required due to incontinence. The resident receives medication assistance, weekly housekeeping, daily laundry and activities service, transportation to local medical appointments, three meals each day and snacks, case management, resident checks, and 24- hour staffing.

III. Specialized Programs, Staff Qualifications and Environmental Modifications
Attached as Exhibit S.N.# 1 and made a part of this Agreement is a written description of:

Specialized services to be provided in the Special Needs Residence;
Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs;
Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

IV. Addendum Agreement Authorization.

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

Dated: _____ _____
(Signature of Resident)

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

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

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

APPROVED
BY NYS Department of Health
4/14/17 (date)
_____ (project manager)

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Fredonia Place (The Operator),_____("Resident or You"),_____ "Resident's Representative"), and _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____. 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 Fredonia Place located at, 50 Howard Street Fredonia, NY 14063.

II. Physician Report

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

a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence; and

b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

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

IV. Specialized Programs, Staff Qualifications and Environmental Modifications Attached as EALR # 1 and made a part of this Agreement is a written description of:
Services to be provided in the Enhanced Assisted Living Residence; and staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and

APPROVED
BY NYS Department of Health
4/14/17 (date)
_____(project manager)

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. Current Aging in Place services are as follows:

Need assistance with changing and empting of Catheters, Ostomy, and Urostomy bags $400 (Monthly)
Need assistance using and operating Pulse Oximeters $100 (Monthly)
Is chronically bedfast, (resident must be on palliative care or on hospice); $5,000 (Monthly)
Is chronically unable to transfer $185 (Monthly)
Is chronically chairfast (resident must be on palliative care or on hospice); $3,000 (Monthly)
Need assistance to transfer with or without a gait belt or similar (1 person assist only). Hoyer lifts are not to be used. Residents requiring a 2-person assist are not able to reside at Fredonia Place unless they are on palliative care or on hospice. $400 (Monthly)
Need assistance with ambulation and require to be pushed in a wheelchair. This also includes residents on hospice or under palliative care $1,000 (Monthly)
Chronically require the physical assistance of one or more person(s) to climb or descend stairs Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel $1,000 (Monthly)

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

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility the Operator will communicate with Your need in regards to relocating to a more appropriate setting, in accordance with law.

VII. Addendum Agreement Authorization

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

Dated: _____ _____
(Signature of Resident)

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

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

Dated: _____ _____

(Signature of Operator or the Operator's Representative)

APPROVED
BY NYS Department of Health
4/14/17 (date)
(project manager)

Exhibit S.N. #1

Staffing:

- 2 Resident Aides per shift
- 1 Medication Aide from 6:45 am to 11:15pm
- 1 LPN in the facility from 6:45 am to 11:15pm
- Additional staff will be obtained when 75% of residents on SNALR are receiving EALR services

Specialized Services – Only those provided under the EALR program

Environmental Modifications:
Locked Exit Doors that automatically unlock in the event of a fire alarm activation
Secured Outside Courtyard
Window Stoppers
Color Coded Hallways
Shadow Box Identifiers
NFPA 13 Sprinklers
Metal Stud Framing

Staff Training:
Person Centered Care in Assisted Living, Assisting Residents with Activities of Daily Living, Food Safety, Food Service in Dementia Care, Nutrition Basics, Diabetes in Assisted Living, Aging Changes and Considerations, Advanced Directives: DNR Orders and POLST, Service Plans, Oxygen Care, Pain Management in Assisted Living, Psychosocial Care, Documentation: Safe and Sound Narrative Charting, Assisting Residents with Transportation, Pressure Ulcers, Understanding Stroke, Urinary Tract Infections (UTI's): Causes, Symptoms and Prevention, Managing Challenging Family Situations, Alzheimer's Disease and Related Dementia, Caring for Residents with Dementia, Communication in Dementia Care, Coping with Memory Loss, Dementia Essentials, Managing Behavioral Challenge, Understanding Dementia Care, Dementia Care - Dignity and Sexuality Issues, Dementia Care: Hydration, Dementia Care: Sundowning, Dementia Care - Tips for ADLs, Dementia Care Wandering

APPROVED
BY NYS Department of Health
4/14/12 (date)
(project manager)

Exhibit EALR #1

Staffing:

- Same as Enriched Housing Community under section B.6
  - 1 Resident Aide per shift
  - 1 Medication Aide per shift
  - 1 LPN in the facility from 6:45 am to 11:15pm
- Additional staff will be obtained when or 40% of residents in the Enriched Housing Community are receiving EALR services

Specialized Services – Only those provided under the EALR program

Environmental Modifications:
None, unless residing on the Memory Care Community (SNALR)

Staff Training:
Person Centered Care in Assisted Living, Assisting Residents with Activities of Daily Living, Food Safety, Food Service in Dementia Care, Nutrition Basics, Diabetes in Assisted Living, Aging Changes and Considerations, Advanced Directives: DNR Orders and POLST, Service Plans, Oxygen Care, Pain Management in Assisted Living, Psychosocial Care, Documentation: Safe and Sound Narrative Charting, Assisting Residents with Transportation, Pressure Ulcers, Understanding Stroke, Urinary Tract Infections (UTI's): Causes, Symptoms and Prevention, Managing Challenging Family Situations, Alzheimer's Disease and Related Dementia, Caring for Residents with Dementia, Communication in Dementia Care, Coping with Memory Loss, Dementia Essentials, Managing Behavioral Challenge, Understanding Dementia Care, Dementia Care - Dignity and Sexuality Issues, Dementia Care: Hydration, Dementia Care: Sundowning, Dementia Care - Tips for ADLs, Dementia Care Wandering