NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

November 14, 2013

Susan Kayser, Partner
Duane Morris LLP
1540 Broadway
New York, New York 10036-4086

Re: Walden Place

Dear Ms. Kayser:

Thank you for your letter outlining the corrections to your proposed Residency Agreement. Only the revisions from the previous submission were reviewed for approval. If you have made any other revisions other than the ones previously discussed you must highlight the revisions and resubmit the proposed changes for approval.

Please be advised that your Residency Agreement is approved contingent upon receipt of your operating certificate for ALR/SNALR/EALR . The ALR/SNALR/EALR Assisted Living Addendums were reviewed by the Regional Office, and therefore, these Addendums are also approved at this time.

If any further revisions are made to this agreement, you must first submit the changes to the Regional Office for approval. As always, thank you for your cooperation.

Sincerely,

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

cc: Kathleen Crissey
Tricia Curley
Amy Shaughnessy

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

WALDEN PLACE

RESIDENCY AGREEMENT

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

TABLE OF CONTENTS

PAGE

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

TABLE OF EXHIBITS

Page

No table of contents entries found.

FOR CONSIDERATION RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS

I. Housing Accommodations and Services

Beginning on _____, 20____, (the "Effective Date") the Operator shall provide the following housing accommodations and services to You, subject to the 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.** You may occupy and use the apartment or room identified on Exhibit I.A.1 (the "Apartment"), subject to the terms of this Agreement. You may arrange the basic furnishings provided by the Operator, as set forth in paragraph I.A.3, in the Apartment to your liking. You or Your estate will be responsible for removing all of Your furnishings when the Apartment is vacated. If the Apartment is designed for single occupancy, residency by more than one resident shall be a violation of this Agreement. If the Apartment is designed for a maximum occupancy of two (2) residents, residency by more than two residents shall be a violation of this Agreement.

2. **Common Areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence, such as lounges, dining rooms and activity rooms.

3. **Furnishings/Appliances Provided By The Operator.** Attached as Exhibit I.A.3 and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your Apartment.

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. Exhibit I.A.4 also contains any limitations or conditions concerning appliances that are not permitted (e.g., due to amperage concerns, etc.). You are free to furnish the Apartment as You wish provided that You comply with the Rules of the Residence. You may not make any alterations or improvements to the Apartment unless expressly approved in writing by the Residence. Upon installation, any alterations or improvements shall become the property of the Residence. You may not change any lock or add any lock or locking device to the Apartment without the prior written consent of the Residence. The Residence must approve, in advance, any changes or modifications to the Apartment that require the assistance of electricians, contractors or similar professionals. If You obtain approval for any changes or modifications, You will be responsible for restoring the original condition of the Apartment (including costs associated therewith) when the Apartment is vacated, unless the Residence specifically exempts You from this requirement in writing.

B. Standard Services.

The following services ("Standard Services" or "Basic Monthly Services") will be provided to You, in accordance with Your Individualized Services Plan (see Section I.B.10).

1. **Meals and Snacks.** Three meals per day, served at regularly scheduled times, and snacks are included in the Basic Care Rate as set forth in Section V.A. The following modified diets will be available to You, if ordered by Your primary physician and included in Your Individualized Service Plan: Mechanical Soft, Puree, No Added Salt, Reduced Concentrated Sweets, and Finger Foods.

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. The Operator will post a monthly schedule of activities in a readily visible common area of the Residence, and will assist in arranging transportation to such activities.

3. **Housekeeping.** The Operator will provide weekly housekeeping services, including routine maintenance (changing light bulbs, plumbing/heating repairs, assistance with hanging pictures, etc.) and cleaning of the common space and Your Apartment.

4. **Linens.** When not supplied by You, the Operator shall provide towels and washcloths, pillow, pillowcase, and bed sheets, all clean and in good condition. These items will be laundered once a week and more often if needed. When not supplied by You, the Operator also shall provide a blanket and a bedspread, which will be laundered as often as necessary.

5. **Laundry of Personal Clothing.** The Operator will launder Your personal washable clothing once per week unless more frequent laundering is provided as part of a Service Care Package (as defined below). Clothing that requires dry cleaning is at Your expense.

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:

(a) Knowledge of Your general whereabouts;

(b) Identification of abrupt or progressive changes in Your behavior or health status;

(c) Assisting You with performing basic activities of daily living, including appropriate nutritional intake, personal hygiene, and participation in activities; and

(d) 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 other components of supervision as specified in law.

7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. **Personal Care.** The Operator will provide personal care services. Personal care services include some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication, as determined by Your Individualized Service Plan.

9. **Assistance with Storage and Administration of Medications.** The Residence's staff will assist You with medication storage, administration of medications and assistance in taking self-administered medications as ordered by Your physician and to the extent allowed by New York law and to the extent set forth in Your Individualized Service Plan. If the Residence determines that applicable state law prohibits it from providing these services to You in Your Apartment, the Residence may work with You to assist You in transfer to an outside facility that provides a higher level of care.

10. **Development of Individualized Service Plan.** The Operator will develop an individualized plan ("Individualized Service Plan") for You. The Individualized Service Plan will include ongoing review and revisions, as necessary.

11. **Licensure/Certification Status.** The Operator does not have any arrangements with providers offering home care or personal care services. You are free to contract with any provider of such services as You, or your physician , sees fit.

II. Access to Your Apartment

The Residence's staff may enter Your Apartment for any reasonable purpose, including, but not limited to, inspecting Your Apartment, emergency call response, and performing maintenance-related tasks and other services described in this Agreement. Every effort will be made to notify You that a Residence employee will enter or has entered the Apartment for non-routine events. In addition, the Residence is licensed to provide personal care services by the New York Department of Social Services. Any duly authorized agent of the New York State Department of Health, may enter and inspect the entire Residence at any time without advance notice.

III. Resident Records

The Residence maintains a separate resident record on each of its residents that may contain medical and other personal information. You have the right to review Your record or to authorize, in writing, members of Your family to review Your resident record. All resident information and records are confidential and are not released without Your written consent or the written consent of Your Representative. The New York State Department of Health has the authority to examine such medical records as part of its licensing and investigative activities without Your consent.

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

IV. Disclosure Statement

The Operator is disclosing information as required under Public Health Law section 4658(3) in Exhibit IV, which is attached to and made part of this Agreement.

V. Fees

A. Basic Rate. The Resident, Resident's Representative and Resident's Legal Representative (*add any other party to be charged under the agreement)* agree that the Resident or other specified party will pay, and the Operator agrees to accept, the following amount in full payment for the Basic Services described in Section I.B of this Agreement (the "Basic Care Rate" or "Rent"). The Basic Care Rate as of the date of this Agreement is based on Your Apartment, as follows:

Assisted Living	
Companion Apartment:	$_____/month ($_____/day) per person
Alcove Apartment:	$_____/month ($_____/day) per person
1-br Apartment:	$_____/month ($_____/day) per person
Memory Care	
Memory Care Companion Suite:	$_____/month ($_____/day) per person
Memory Care Alcove	$_____/month ($_____/day) per person

Additional fees of $850 per month will apply for a second person residing in Your Apartment.

B. Tiered/Level of Care Fee Arrangements.

1. A "tiered" or "level of care" fee arrangement is one in which the amount of the fees charged to You depends upon the types of services provided, the number of hours of care provided per week for some type of service (or, in the case of medications, the number of medication passes per day). The fees for each "tier" or level of care, are set forth in detail at Exhibit V.B.1 and are made a part of this Agreement. This Exhibit describes the types of services provided, the number of hours of care provided per week for personal care service, the

number of medication passes per day, the fees for each level of service, and describes who will be providing care, if other than staff of the Operator.

2. Supplemental fees for Levels of Care must be at Resident's option, except in those situations described in Section V.F of this Agreement. In some cases, the law permits the Operator to charge an additional fee without the express written approval of the Resident (see Section V.F.4).

3. Any charges by the Operator, whether a part of the Basic Care Rate, or for Levels of Care, shall be made only for services and supplies that are actually provided to You.

C. Additional Services. 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. Exhibit V.C., attached to and made a part of this Agreement, describes in detail any additional services or amenities available, for an additional fee, from the Operator directly or through arrangements with the Operator (the "Additional Service Fee"). Exhibit V.C. states who will provide such services or amenities, if other than the Operator. Such charges shall be made only for services and items that are actually provided to You.

CC. Rate or Fee Schedule. Attached as Exhibits V.B.1 and V.C and made a part of this Agreement are fee schedules, covering both the Basic Rate and any additional or supplemental fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities aer covered by such rates, fees or charges.

D. Repair of Property. The Operator reserves the right to charge You, Your Representative and/or Your Legal Representative the cost to repair, or the replacement value of, carpeting, furniture or fixtures in any property of the Residence damaged by You intentionally,

willfully, maliciously or unreasonably. Should you wish to contest the imposition of charges, you may do so, and you will be financially responsible for any damages and costs for which you have been found responsible by a court of competent jurisdiction; provided, however, that nothing in this Section V(D) shall be deemed to limit the ability of any party to avail themselves of any legal actions to contest or appeal the proposed imposition of any such costs and fees.

E. Billing and Payment Terms. Payment is due by the 5th day of each month and shall be delivered to the Residence. A late charge of $100 (One Hundred Dollars) will be charged monthly for late rent, provided, however, that the Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute no late charges will be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties. The late charge will be based on the total monthly fee and will not be prorated. 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 required by the Resident, the Operator will assist You in locating an appropriate alternate placement, in accordance with Section XVI of this Agreement.

F. Adjustments to Basic Rate or Additional or Supplemental Fees.

1. The Operator will provide You with written notice of any proposed increase of the Basic Care Rate, Level of Care Fees or Additional Service Fees not less than 45 days prior to the effective date of the rate or fee increase, subject to the exceptions stated in Paragraph 2, 3 and 4 below.

2. If You, or Your Resident Representative or Legal Representative, agree in writing to a specific rate or fee increase through an amendment to this Agreement due to Your

need for additional care, services or supplies, the Operator may increase such rate or fee immediately.

3. 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 Care Rate or Level of Care Fees immediately.

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

G. Bed Reservation

In the event of Your absence from the Residence for short periods of time for vacation, hospitalization and the like, the Operator agrees to reserve Your Apartment indefinitely as long as you have paid the Basic Care Rate in accordance with Section V.A of this Agreement. This Section V.G does not supersede the requirements for termination as set forth in Section XVI of this Agreement. You may choose to terminate this Agreement rather than reserve Your Apartment, but You must provide the Operator with any notice required under the terms of this Agreement.

VI. Refund/Return of Resident Monies and Property

A. Upon termination of this Agreement pursuant to Section XVI, but in no case more than 3 business days after You leave the Residence, the Operator must provide You, Your Representative or Legal Representative, or any person designated by You, with a final written statement of Your payment and personal allowance accounts at the Residence.

B. Upon termination, You, Your Representative or Legal Representative will promptly cause all personal possessions to be removed from the Residence. Any of Your money

or property that comes into the possession of the Operator after termination will be returned to You within 3 business days of its receipt by the Operator. The Operator will refund any advance payments that you have made, prorated to the date of termination or the date Your possessions are removed from the Residence, whichever is later, except in the case of mutual agreement to the contrary.

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

D. 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 where the Residence is located in order to determine the disposition of the property of Your estate.

VII. 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 VII and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

VIII. 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 shall enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit VIII of this Agreement.

IX. 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.

X. Tipping

The Operator shall 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.

XI. Personal Allowance Accounts

A. The Operator agrees to offer to establish a personal allowance account for any Resident. If you receive either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments, a personal allowance account will be established by executing a Statement of Offering (DSS-2853) with You or Your Representative.

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

You must complete the following:

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

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

I do not receive, and have not applied for, SSI or SNA funds ____

C. If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence maintained account, then that signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

XII. Admission and Retention Criteria for an Assisted Living Residence

A. Under the law and regulations which govern Adult Homes, the Operator cannot admit You if the Operator is not able to meet Your care needs by providing services that are within the scope of services authorized under such law and regulations and within the scope of services determined necessary within Your Individualized Services Plan. The Operator cannot admit You if You are in need of 24-hour skilled nursing care.

B. The Operator is required by New York State Department for Health regulation to conduct an initial pre-admission evaluation of You to determine whether or not You are appropriate for admission.

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

D. If you are admitted to the Special Needs Assisted Living Residence, the "Special Needs Assisted Living Resident Addendum" annexed hereto will apply. If you are admitted to the Enhanced Special Needs Assisted Living Residence, the "Enhanced Special Needs Assisted Living Residence Addendum" annexed hereto will apply.

E. If you are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of this 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.

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

(a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or

(b) chronically require the physical assistance of another person in order to walk; or

(c) chronically require the physical assistance of another person to climb or descend stairs; or

(d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or

(e) have chronic unmanaged urinary or bowel incontinence.

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

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

XIII. Rules of the Residence

Attached as Exhibit XIII and made a part of this Agreement are the Rules of the Residence. By signing this agreement, You and Your Representative(s) agree to obey all reasonable Rules of the Residence.

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

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

1. Payment of the Basic Care Rate, any authorized Level of Care Fees and Additional Service Fees as detailed in this Agreement.

2. Supply of personal clothing and effects.

3. Payment of all medical expenses and professional services ordered specifically or especially for Resident, 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 12 months, or more frequently if a change in condition warrants it, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health. The medical evaluation submitted at the time of admission may not be based on a medical examination that occurred more than 30 days prior to the admission date.

5. Informing the Operator promptly of a 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.

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

_____

_____

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

_____

_____

XV. Term

This Agreement will remain in effect from the Effective Date until amended or terminated by the parties in accordance with the provisions of this Agreement.

XVI. Termination and Discharge

A. Termination By Operator and/or Resident

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 Legal Representative, Your next-of-kin, the person designated in this Agreement as the responsible party and any person designated by You. Involuntary termination of the 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.

B. Involuntary Termination

1. Grounds for termination by Operator

The grounds upon which involuntary termination may occur are:

(a) You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;

(b) Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;

(c) You fail to make timely payment for all 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.

(d) You repeatedly behave in a manner that directly impairs the well-being, care or safety of You or any other resident, or which substantially interferes with the orderly operation of the Residence;

(e) The Operator has had its operating certificate limited, revoked or temporarily suspended, or the Operator has voluntarily surrendered the operation of the facility;

(f) A receiver has been appointed pursuant to Section 461-F of the New York 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.

2. **Notice**. 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 shall state the date of such 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 New York State Department of Health.

3. **Your Right to Object**. You may object to the termination to the Operator and You 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.

4. While legal action is in progress, the Operator shall not (i) seek to amend the Residency Agreement in effect as of the date of the notice of termination; (ii) fail to provide any of the care and services required by New York State Department of Health regulations and the Residency Agreement; or (iii) engage in any action to intimidate or harass You.

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

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

XVII. <u>Transfer</u>

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

2. Your behavior poses an imminent risk of death or serious physical injury to You or others; or

3. A receiver has been appointed under the provisions of the New York 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.

B. If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XVI 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 law for personal service upon a natural person.

C. If the basis for the transfer permitted under Sections XVII.A.1 and XVII.A.2 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.

XVIII. Resident Rights and Responsibilities

Attached as Exhibit XVIII 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 and You agree to abide by such statement of Resident Rights and Responsibilities.

XIX. Complaint Resolution

A. 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 XIX and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

B. The Operator agrees that the residents of the Residence may organize and maintain a council 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.

C. 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.

XX. Your Liability To Others

You agree to hold harmless and indemnify the Residence from any and all liability for injuries and damages to third parties as a result of your actions or omissions and for which you are found to be legally liable in a court of competent jurisdiction, including attorney's fees.

Notwithstanding this provision, however, you retain any and all rights available in law or equity to contest the imposition of any such costs and fees, and to assert any claims you may have against the Operator or any other person or entity for damages, losses, liabilities, obligations, property damage, or other expenses of any type (including attorney's fees and court costs) resulting from, arising out of, or related to the acts or omissions of the Operator, or its employees, agents or contractors.

XXI. Advance Directives

It is the policy of this Residence to ask all prospective residents whether they have executed any advance directives. The term "advance directives" includes health care powers of attorney, living wills, or other documents that describe the amount, level or type of health care that You would want to receive at a time when You can no longer communicate those decisions directly to a physician or other health care professional. It also includes documents in which You legally appoint another person to make health care decisions for You. If You have executed such documents or if You execute such documents after You move into the Residence, you may inform Residence staff about these documents and supply a copy of Your advance directives to the Residence for inclusion in Your file. The Residence will do its best under the circumstances to provide Your advance directives to emergency personnel who are called to assist You in the event of an emergency or an urgent situation.

XXII. Authorization and Consent to Release of Medical Information

You hereby authorize Your health care providers to release Your medical information and medical records to the Residence as needed.

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

XXIII. Incompetency

If You become legally incompetent or are unable to properly care for Yourself or Your property and You have made no other designation of a person or legal entity to serve as Your guardian or conservator, You hereby grant authority to the Residence to apply to a court of competent jurisdiction for the appointment of a conservator or guardian.

XXIV. Miscellaneous Provisions

A. Entire Agreement. This Agreement constitutes the entire Agreement of the parties.

B. Attorney's Fees. In the event any action is brought by either party regarding the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred from the non-prevailing party, in addition to such other relief as the court may deem appropriate.

C. Amendment. 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 applicable statute and regulation shall be null and void.

D. Retention of Documents. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

E. Waiver. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

F. Notice. Notices required by this Agreement shall be in writing and delivered either by personal delivery or mail. If delivered by mail, notices shall be sent by Express Mail, or by certified or registered mail, return-receipt-requested, with all postage and charges prepaid. All notices and other written communications required under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice by the party whose address has changed.

If to the Operator:

Walden Place
839 Bennie Road
Cortland, NY 13045
ATTENTION: EXECUTIVE DIRECTOR

If to the Resident:

With a copy to Resident's Legal Representative:

G. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as if such unenforceable provision was not included and all other provisions of this Agreement shall continue in full force and effect.

H. No Religious Affiliation. The Residence is not affiliated with any religious organization.

I. Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York, except as to conflicts of laws issues.

APPROVED
BY NYS Department of Health
10/3/13 (date)
_____(project manager)

XXV. 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
10/31/13 (date)
_____(project manager)

(Optional) **Personal Guarantee of Payment**

_____ personally guarantees payment of charges for Your Basic Care Rate, Level of Care Fees, and Additional Service Fees.

_____ _____
(Date) Guarantor's Signature

_____
Guarantor's Name (Print)

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

(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 Care Rate, Level of Care Fees and Additional Services Fees from 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)

APPROVED
BY NYS Department of Health
[redacted] (date)
_____(project manager)

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between SL Walden, L.L.C. d/b/a Walden Place (the "Operator"), _____, (the "Resident" or "You"), _____(the "Resident's Representative", if any), _____, (the "Resident's Legal Representative," if any). 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 Residence at Walden Place located at 839 Bennie Road, Cortland, NY 13045.

II. Request for and Acceptance of Admission

You or Your Resident Representative, if any, or Legal Representative, if any, have requested that You become a Resident at this Special Needs Assisted Living Residence (the "Residence") and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as Special Needs Exhibit No. 1 and made a part of this Agreement is a written description of:

- Specialized services to be provided in the Special Needs Residence;
- Staffing levels

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

- 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 Operator's Representative)

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

WALDEN PLACE
SPECIAL NEEDS ASSISTED LIVING RESIDENCE
SPECIAL NEEDS EXHIBIT NO. 1

Brief description of specialized services to be provided in the Special Needs ALR.

1. We provide a secure environment. All exits are alarmed and the security system alerts the front desk if doors are opened. When the front desk is not occupied (i.e. 11pm-7am shift), alarms are sent to beepers carried by all Resident Care Assistants both on Memory Care and Assisted Living. All doors have delayed egress with 15 second release.

We provide 24 hour care by trained staff. Services include medication management and assistance with administration; meals; personal care such as bathing, dressing; toileting schedules; laundry, housekeeping and planned activities. An assessment is completed and care plans are formulated for each resident that include goals and interventions for supervision, personal care, case management, recreation, nutrition, and medication.

If residents wish, they are encouraged to participate with daily living tasks. All safety precautions are taken.

2. Staffing levels for unit.

Staffing ratios will be continually re-evaluated to ensure sufficient coverage based on the resident population at the time.

Based on resident needs staffing may include:
On-site nurse at least 20 hours per week to oversee both the Special Needs ALR and EALR services.
At least 2 Resident Aides at all times.

3. Staff education, training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs.

Interview process targets applicants with experience working with special needs populations. Candidates must have the desire to understand the special needs of residents with dementia and possess a patient demeanor. Orientation includes dementia training. Trainees participate in medication training and are tested for comprehension and retention. Trainees also shadow for a minimum of 40 hours before taking a supervised test. Staff is constantly observed and evaluated by the Program Director of Memory Care and nursing staff. Additionally, on-the-job training is implemented on a daily basis. All policies and procedures are designed to reflect the highest quality of resident care.

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between SL Walden, L.L.C. d/b/a Walden Place (the "Operator"), _____, (the "Resident or You"), _____, (the "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 Certification

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Walden Place located at 839 Bennie Road, Cortland, NY 13045.

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.

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

VII. Addendum Agreement Authorization

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

Dated: _____

_____
(Signature of Resident)

Dated: _____

_____
(Signature of Resident's Representative)

Dated: _____

_____
(Signature of Resident's Legal Representative)

Dated: _____

_____
(Signature of Operator or Operator's Representative)

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

WALDEN PLACE
ENHANCED ASSISTED LIVING RESIDENCE
ENHANCED ALR EXHIBIT NO. 1

1. Services to be provided in the Enhanced Assisted Living Residence ("EALR"):

The community will provide and/or coordinate services to allow for residents to age in place to the extent practical within the scope of services set forth in the residency agreement. Services will emphasize personal dignity, individual autonomy, independence, privacy and freedom of choice within a flexible setting by providing and/or coordinating supportive services if/when needed to accommodate a resident's changing needs and preferences in order to allow such resident to remain in the community as long as the community is able, willing and authorized to accommodate those current and changing needs.

The community will not admit, retain or care for those individuals who require services beyond those that the community is permitted to provide. A resident shall be admitted and continue to reside and age in place within the EARL provided that the community, the resident's physician, and, if applicable, the resident's licensed or certified home care agency agree that the additional needs of the resident can be safety and appropriately met at the community.

Services available within the EARL include:

- Personal care such as: bathing, dressing, toileting, medication assistance, laundry, housekeeping and planned activities
- Physical assistance of one-two persons to transfer (resident must be partially weight bearing)
- Physical assistance of one person in order to walk
- Physical assistance to propel a wheelchair
- Physical assistance to climb or descend stairs
- Assistance with unmanaged urinary or bowel incontinence (resident must not be resistant to receiving assistance and/ or the incontinence must not be disruptive to community living)

Examples of resident nursing needs that may be provided by the community include:

- Assistance with medical equipment (i.e., change out of Oxygen tanks and new tubing, concentrator change over to portable tank, Glucometer usage, hospital bed usage and assistance with enabler bars)
- Eye drops; inhalers; topical medication
- Injections- insulin including sliding scale; B12; procrit; epinephrine; epogen; forteo (excludes injectable drugs not typically found in a EARL setting such as chemotherapy type injectables)

- Catheter care (help with cleaning and/or changing drainage bag only; condom catheter changes)
- Colostomy Care (care of well-healed chronic stomas including wafer changes, emptying and cleaning bag and/or changing colostomy bag)
- PRN medication administration
- Minor dressing changes (in an emergency community will reinforce wound dressings and immediately call licensed agency engaged to provide skilled wound care services)
- Skin care to support the health of minor pressure areas and/or skin tears as ordered by the physician

If a resident reaches a point where he/she requires 24-hour skilled nursing care etc., the resident may remain at the community only if each of the following conditions is met:

- Resident hires appropriate nursing, medical, or hospice staff to care for increased needs;
- Resident's physician and home care agency both determine and document that, with the provision of such additional nursing, medical, or hospice care, the resident can be safety cared for in the community, and would not require placement in a hospital, nursing home, etc;
- Community agrees to retain the resident and to coordinate the care provided by the community and the additional nursing, medical, or hospice staff; and
- Resident is otherwise eligible to reside at the community.

The community shall not accept or retain any person who:

- Except as noted in detail above, is in need of continual (24 hour) medical or nursing care or supervision;
- Suffers from a serious and persistent mental disability sufficient to warrant placement in a residential facility;
- Requires health or mental health services which are not available or cannot be provided;
- Causes, or is likely to cause, danger to him/herself or others;
- Repeatedly behaves in a manner which directly impairs the well-being, care or safety of the resident or other residents, or which substantially interferes with the orderly operation of the facility;
- Has a medical condition which is unstable and which requires continual skilled observation of symptoms and reactions or accurate recording of such skilled observations for the purposes of reporting to the resident's physician;

- Refuses or is unable to comply with a prescribed treatment program, including but not limited to a prescribed medication regimen when such failure causes, or is likely to cause, in the judgment of a physician, life threatening danger to the resident or others;
- Is chronically bedfast;
- Suffers from a communicable disease or health condition which constitutes a danger to other residents or staff;
- Engages in alcohol or drug use, which results in aggressive, destructive and/or disruptive behavior; or
- Is under 62 years of age.

2. Staffing for EALR:

The community will provide or arrange for sufficient numbers of qualified staff to provide for resident needs and to safely evacuate residents in case of emergency in accordance with the resident's medical evaluation and individualized Service Plan, applicable professionals standards of practice and the requirements of the law.

Based on resident needs staffing may include:

On-site nurse at least 20 hours per week to oversee the EARL and Special Needs ALR services

At least 2 Resident Aides at all times

3. Staff education, training and work experience:

The Community's interview process targets applicants with experience working with the seniors in an assisted living environment. Candidates must have the desire to understand the needs of the community's resident population and possess a patient demeanor. Orientation will include State regulations, all of the community's policies and procedures, and specialized dementia training.

Resident Care Aide/Home Health Aide Trainees participate in medication training and are tested for comprehension and retention. Trainees also shadow for a minimum of 40 hours before taking a supervised test. Staff is constantly observed and evaluated by the AL Manager. Additionally, on-the-job training is implemented on a daily basis. All policies and procedures are designed to reflect the highest quality of resident care.

4. Environmental modifications that have been made to protect the health, safety and welfare of residents:

Sprinkler systems have been modified to include coverage of resident room bathrooms, resident room closets and attic spaces throughout the building.

APPROVED
BY NYS Department of Health
_____(date)
_____(project manager)

The community's call system has been modified to include pull cords in every resident apartment living space and bathroom.

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

EXHIBIT I.A.1

IDENTIFICATION OF ROOM

Apartment#:_____

_____ Private _____ Semi-private *(check one)*

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

[SEE ATTACHED]

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

FURNISHINGS

We encourage You to personally furnish Your apartment with items that are important to you and that reflect your personal taste. We also encourage you to bring your own items of furniture.* However, if you prefer, we will provide you with the following items:

- Standard, single bed
- Chair
- Bedside table
- Shaded lamp
- Individual dresser, for the storage of clothing
- Dishes, glasses, utensils
- Household linens including a pillow, pillow case, two sheets, a blanket, a bedspread, towels and washcloths.
- Household supplies and equipment including soap and toilet tissue
- Lockable storage box for personal articles and medications

* Please keep in mind that all items need to be clean, safe and in serviceable condition. We reserve the right to refuse any item that is soiled, unsanitary or unsafe.

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

EXHIBIT 1.A.4

FURNISHINGS/APPLIANCES PROVIDED BY YOU

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

EXHIBIT IV

DISCLOSURE STATEMENT

SL Walden, L.L.C. (the "Operator"), as operator of Walden Place (the "Residence"), hereby discloses the following as required by Public Health Law section 4658(3):

1. The Consumer Information Guide developed by the New York State Commissioner of Health is attached as Exhibit IV-A of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate at 839 Bennie Road, Cortland, NY 13045 as an Assisted Living Residence as well as an Adult Home. The Operator is also certified to operate at this location as an Enhanced Assisted Living Residence and/or 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 86 persons
    b. Special Needs Assisted Living services for up to a maximum of 20 persons

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

    It is important to note that the Operator is currently approved to accommodate with the Enhanced Assisted Living and 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 will be eligible to be admitted into the Enhanced Assisted Living program or the Special Needs Assisted Living unit. 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 the Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your Apartment within the Residence.

3. The owner of the real property upon which the Residence is located is Health Care REIT, Inc. The mailing address of the real property owner is 4500 Dorr Street, Toledo, OH 43615-4040. The New York Statutory Agent address for personal service on Health Care REIT, Inc. is: Health Care REIT, Inc., Corporation Service Company, 80 State Street, Albany, NY 12207-2543.

4. The Operator of the Residence is SL Walden, L.L.C. The mailing address of the Operator is 111 East Wacker Drive, Suite 2200, Chicago, IL 60601. The individual authorized to accept personal service on behalf of the Operator is the New York Secretary of State, New York Department of State, One Commerce Plaza, 99 Washington Street, Albany, New York 12231.

5. There is no 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.

6. There is no ownership interest in the Operator 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.

7. Should it be necessary for You to receive health services not covered by fees under the Residency Agreement, You may receive such services from the health care provider of Your choice whether or not the Operator has an arrangement with the provider. In such situations, You will enter into a payment agreement directly with the health care provider. In certain circumstances, government programs such as Medicare or Medicaid may pay for these additional medical services.

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

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

9. Public funds for payment for certain residential, supportive or home health services are available for eligible individuals. Such public funds include Medicare coverage of qualifying home care services.

10. The New York State Department of Health's toll free telephone number for reporting complaints regarding the services provided by the Operator or regarding Home Care Services is 1-800-628-5972.

11. You may request long term care ombudsman services from the New York State Long Term Care Ombudsman Program. The telephone number is 1-800-342-9871. You may also contact the Cortland County Long Term Care Ombudsman Program at (607) 753-5060. The web site for the Long Term Care Ombudsman Program is www.ltcombudsman.ny.gov.

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

EXHIBIT IV-A

CONSUMER INFORMATION GUIDE

APPROVED
BY NYS Department of Health
10/3/13 (date)
_____(project manager)

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

TABLE OF CONTENTS

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

INTRODUCTION

This consumer information guide will help you decide if an assisted living residence is right for you and, if so, which type of assisted living residence (ALR) may best serve your needs.

There are many different housing, long-term care residential and community based options in New York State that provide assistance with daily living. The ALR is just one of the many residential community-based care options.

The New York State Department of Health's (DOH) website provides information about the different types of long-term care at www.nyhealth.gov/facilities/long_term_care/ .

More information about senior living choices is available on the New York State Office for the Aging website at www.aging.ny.gov/ResourceGuide/Housing.cfm .

A glossary for definitions of terms and acronyms used in this guide is provided on pages 10 and 11.

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

An Assisted Living Residence is a certified adult home or enriched housing program that has additionally been approved by the DOH for licensure as an ALR. An operator of an ALR is required to provide or arrange for housing, twenty-four hour on-site monitoring, and personal care services and/or home care services in a home-like setting to five or more adult residents.

ALRs must also provide daily meals and snacks, case management services, and is required to develop an individualized service plan (ISP). The law also provides important consumer protections for people who reside in an ALR.

ALRs may offer each resident their own room, a small apartment, or a shared space with a suitable roommate. Residents will share common areas, such as the dining room or living room, with other people who may also require assistance with meals, personal care and/or home care services.

The philosophy of assisted living emphasizes personal dignity, autonomy, independence, privacy, and freedom of choice. Assisted living residences should facilitate independence and helps individuals to live as independently as possible and make decisions about how they want to live.

WHO OPERATES ALRs?

ALRs can be owned and operated by an individual or a for-profit business group or corporation, a not-for-profit organization, or a government agency.

PAYING FOR AN ALR

It is important to ask the ALR what kind of payment it accepts. Many ALRs accept private payment or long term care insurance, and some accept Supplemental Security Income (SSI) as the primary method of payment. Currently, Medicaid and Medicare will NOT pay for residing in an ALR, although they may pay for certain medical services received while in the ALR.

Costs vary among ALRs. Much of the variation is due to the types and level of services provided and the location and structure of the residence itself.

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

There are three types of ALRs: Basic ALRs (ALR), Enhanced ALRs (EALR), and Special Need ALRs (SNALR). The services provided, offered or permitted vary by type and can vary from residence to residence. Prospective residents and their representatives should make sure they understand the type of ALR, and be involved in the ISP process (described below), to ensure that the services to be provided are truly what the individual needs and desires.

Basic ALR: A Basic ALR takes care of residents who are medically stable. Residents need to have an annual physical exam, and may need routine medical visits provided by medical personnel onsite or in the community.

Generally, individuals who are appropriately served in a Basic ALR are those who:

- Prefer to live in a social and supportive environment with 24-hour supervision;
- Have needs that can be safely met in an ALR;
- May be visually or hearing impaired;
- May require some assistance with toileting, bathing, grooming, dressing or eating;
- Can walk or use a wheelchair alone or occasionally with assistance from another person, and can self-transfer;
- Can accept direction from others in time of emergency;
- Do not have a medical condition that requires 24-hour skilled nursing and medical care; or
- Do not pose a danger to themselves or others.

The Basic ALR is designed to meet the individual's social and residential needs, while also encouraging and assisting with activities of daily living (ADLs). However, a licensed ALR may also be certified as an Enhanced Assisted Living Residence (EALR) and/or Special Needs Assisted Living Residence (SNALR) and may provide additional support services as described below.

Enhanced ALR (EALR): Enhanced ALRs are certified to offer an enhanced level of care to serve people who wish to remain in the residence as they have age-related difficulties beyond what a Basic ALR can provide. To enter an EALR, a person can "age in place" in a Basic ALR or enter directly from the community or another setting. If the goal is to "age-inplace," it is important to ask how many beds are certified as enhanced and how your future needs will be met.

People in an Enhanced ALR may require assistance to get out of a chair, need the assistance of another to walk or use stairs, need assistance with medical equipment, and/or need assistance to manage chronic urinary or bowel incontinence.

An example of a person who may be eligible for the Enhanced ALR level of care is someone with a condition such as severe arthritis who needs help with meals and walking. If he or she later becomes confined to a wheelchair and needs help transferring, they can remain in the Enhanced ALR.

The Enhanced ALR must assure that the nursing and medical needs of the resident can be met in the facility. If a resident comes to need 24-hour medical or skilled nursing care, he/she would need to be transferred to a nursing facility or hospital unless all the criteria below are met:

a) The resident hires 24-hour appropriate nursing and medical care to meet their needs;
b) The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR;
c) The operator agrees to provide services or arrange for services and is willing to coordinate care; and
d) The resident agrees with the plan.

Special Needs ALR (SNALR): Some ALRs may also be certified to serve people with special needs, for example Alzheimer's disease or other types of dementia. Special Needs ALRs have submitted plans for specialized services, environmental features, and staffing levels that have been approved by the New York State Department of Health.

The services offered by these homes are tailored to the unique needs of the people they serve. Sometimes people with dementia may not need the more specialized services required in a Special Needs ALR, however, if the degree of dementia requires that the person be in a secured environment, or services must be highly specialized to address their needs, they may need the services and environmental features only available in a Special Needs ALR. The individual's physician and/or representative and ALR staff can help the person decide the right level of services.

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or

her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

ALR EALR SNALR

	ALR	EALR	SNALR
Provides a furnished room, apartment or shared space with common shared areas	X	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities	X	X	X
Periodic medical visits with providers of resident choice are arranged	X	X	X
Medication management assistance	X	X	X
24 hour monitoring by support staff is available on site	X	X	X
Case management services	X	X	X
Individualized Service Plan (ISP) is prepared	X	X	X
Assistance with walking, transferring, stair climbing and descending stairs, as needed, is available		X	
Intermittent or occasional assistance from medical personnel from approved community resources is available	X	X	X
Assistance with durable medical equipment(i.e., wheelchairs, hospital beds) is available			X
Nursing care (i.e. vital signs, eye drops, injections, catheter care, colostomy care, wound care, as needed) is provided by an agency or facility staff		X	
Aging in place is available, and, if needed, 24 hour skilled nursing and/or medical care can be privately hired		X	
Specialized program and environmental modifications for individuals with dementia or other special needs			X

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before making a decision to apply for residence. Look around, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.

Ask to examine an "open" or "model" unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available or can be installed. Remember charges may be added for any special modifications requested.

It is important to keep in mind what to expect from a residence. It is a good idea to prepare a list of questions before the visit. Also, taking notes and writing down likes or dislike about each residence is helpful to review before making a decision.

THINGS TO CONSIDER: When thinking about whether a particular ALR or any other type of community-based housing is right, here are some things to think about before making a final choice.

Location: Is the residence close to family and friends?

Licensure/Certification: Find out the type of license/certification a residence has and if that certification will enable the facility to meet current and future needs.

Costs: How much will it cost to live at the residence? What other costs or charges, such as dry cleaning, cable television, etc., might be additional? Will these costs change?

Transportation: What transportation is available from the residence? What choices are there for people to schedule outings other than to medical appointments or trips by the residence or other group trips? What is within safe walking distance (shopping, park, library, bank, etc.)?

Place of worship: Are there religious services available at the residence? Is the residence near places of worship?

Social organizations: Is the residence near civic or social organizations so that active participation is possible?

Shopping: Are there grocery stores or shopping centers nearby? What other type of shopping is enjoyed?

Activities: What kinds of social activities are available at the residence? Are there planned outings which are of interest? Is participation in activities required?

Other residents: Other ALR residents will be neighbors, is this a significant issue or change from current living arrangement?

Staff: Are staff professional, helpful, knowledgeable and friendly?

Resident Satisfaction: Does the residence have a policy for taking suggestions and making improvements for the residents?

Current and future needs: Think about current assistance or services as well as those needed in several years. Is there assistance to get the services needed from other agencies or are the services available on site?

If the residence offers fewer Special Needs beds and/or Enhanced Assisted Living beds than the total capacity of the residence, how are these beds made available to current or new residents? Under what conditions require leaving the residence, such as for financial or for health reasons? Will room or apartment changes be required due to health changes? What is the residence's policy if the monthly fee is too high or if the amount and/or type of care needs increase?

Medical services: Will the location of the facility allow continued use of current medical personnel?

Meals: During visit, eat a meal. This will address the quality and type of food available. If, for cultural or medical reasons, a special diet is required, can these types of meals be prepared?

Communication: If English is not the first language and/or there is some difficulty communicating, is there staff available to communicate in the language necessary? If is difficulty hearing, is there staff to assist in communicating with others?

Guests: Are overnight visits by guests allowed? Does the residence have any rules about these visits? Can a visitor dine and pay for a meal? Is there a separate area for private meals or gatherings to celebrate a special occasion with relatives?

WHO CAN HELP YOU CHOOSE AN ALR? When deciding on which ALR is right, talk to family members and friends. If they make visits to the residences, they may see something different, so ask for feedback.

Physicians may be able to make some recommendations about things that should be included in any residence. A physician who knows about health needs and is aware of any limitations can provide advice on your current and future needs.

Before making any final decisions, talking to a financial advisor and/or attorney may be appropriate. Since there are costs involved, a financial advisor may provide information on how these costs may affect your long term financial outlook. An attorney review of any documents may also be valuable. (e.g., residency agreement, application, etc.)

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

An evaluation is required before admission to determine eligibility for an ALR. The admission criteria can vary based on the type of ALR. Applicants will be asked to provide results of a physical exam from within 30 days prior to admission that includes a medical, functional, and mental health assessment (where appropriate or required). This assessment will be reviewed as part of the Individualized Service Plan (ISP) that an ALR must develop for each resident.

The ISP is the "blueprint" for services required by the resident. It describes the services that need to be provided to the resident, and how and by whom those services will be provided. The ISP is developed when the resident is admitted to the ALR, with the input of the resident and his or her representative, physician, and the home health care agency, if appropriate. Because it is based on the medical, nutritional, social and everyday life needs of the individual, the ISP must be reviewed and revised as those needs change, but at least every six months.

APPLYING TO AN ALR

The following are part of entering an ALR:

An Assessment: Medical, Functional and Mental: A current physical examination that includes a medical, functional and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required form.

An application and any other documents that must be signed at admission (get these from the residence). Each residence may have different documents. Review each one of them and get the answers to any questions.

Residency Agreement (contract): All ALR operators are required to complete a residency agreement with each new resident at the time of admission to the ALR. The ALR staff must disclose adequate and accurate information about living in that residence. This agreement determines the specific services that will be provided and the cost. The residency agreement must include the type of living arrangements agreed to (e.g., a private room or apartment); services (e.g., dining, housekeeping); admission requirements and the conditions which would require transfer; all fees and refund policies; rules of the residence, termination and discharge policies; and resident rights and responsibilities.

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department's website at:
http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf .

Review the residency agreement very carefully. There may be differences in each ALR's residency agreement, but they have to be approved by the Department. Write down any questions or concerns and discuss with the administrator of the ALR. Contact the Department of Health with questions about the residency agreement. (See number under information and complaints)

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

Disclosure Statement: This statement includes information that must be made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services. The disclosure statement should be reviewed carefully.

Financial Information: Ask what types of financial documents are needed (bank statements, long term care insurance policies, etc.). Decide how much financing is needed in order to qualify to live in the ALR. Does the residence require a deposit or fee before moving in? Is the fee refundable, and, if so, what are the conditions for the refund?

Before Signing Anything: Review all agreements before signing anything. A legal review of the documents may provide greater understanding. Understand any long term care insurance benefits. Consider a health care proxy or other advance directive, making decision about executing a will or granting power of attorney to a significant other may be appropriate at this time.

Resident Rights, Protection, and Responsibilities: New York State law and regulations guarantee ALR residents' rights and protections and define their responsibilities. Each ALR operator must adopt a statement of rights and responsibilities for residents, and treat each resident according to the principles in the statement. For a list of ALR resident rights and responsibilities visit the Department's website at http://www.nyhealth.gov/facilities/assisted_living/docs/resident_rights.pdf. For a copy of an individual ALR's statement of rights and responsibilities, ask the ALR.

LICENSING AND OVERSIGHT

ALRs and other adult care facilities are licensed and inspected every 12 to 18 months by the New York State Department of Health. An ALR is required to follow rules and regulations and to renew its license every two years. For a list of licensed ALRs in NYS, visit the Department of Health's website at www.nyhealth.gov/facilities/assisted_living/licensed_programs_residences.htm.

INFORMATION AND COMPLAINTS

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871.

Glossary of Terms Related to Guide

Activities of Daily Living (ADL): Physical functions that a person performs every day that usually include dressing, eating, bathing, toileting, and transferring.

Adult Care Facility (ACF): Provides temporary or long-term, non-medical, residential care services to adults who are to a certain extent unable to live independently. There are five types of adult care facilities: adult homes, enriched housing programs, residences for adults, family-type homes and shelters for adults. Of these, adult homes, enriched housing programs, and residences for adults are overseen by the Department of Health. Adult homes, enriched housing programs, and residences for adults provide long-term residential care, room, board, housekeeping, personal care and supervision. Enriched housing is different because each resident room is an apartment setting, i.e. kitchen, larger living space, etc. Residences for adults provide the same services as adult homes and enriched housing except for required personal care services.

Adult Day Program: Programs designed to promote socialization for people with no significant medical needs who may benefit from companionship and supervision. Some programs provide specially designed recreational and therapeutic activities, which encourage and improve daily living skills and cognitive abilities, reduce stress, and promote capabilities.

Adult Day Health Care: Medically-supervised services for people with physical or mental health impairment (examples: children, people with dementia, or AIDS patients). Services include: nursing, transportation, leisure activities, physical therapy, speech pathology, nutrition assessment, occupational therapy, medical social services, psychosocial assessment, rehabilitation and socialization, nursing evaluation and treatment, coordination of referrals for outpatient health, and dental services.

Aging in Place: Accommodating a resident's changing needs and preferences to allow the resident to remain in the residence as long as possible.

Assisted Living Program (ALP): Available in some adult homes and enriched housing programs. It combines residential and home care services. It is designed as an alternative to nursing home placement for some people. The operator of the assisted living program is responsible for providing or arranging for resident services that must include room, board, housekeeping, supervision, personal care, case management and home health services. This is a Medicaid funded service for personal care services.

Disclosure Statement: Information made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services.

Health Care Facility: All hospitals and nursing homes licensed by the New York State Department of Health.

Health Care Proxy: Appointing a health care agent to make health care decisions for you and to make sure your wishes are followed if you lose the ability to make these decisions yourself.

Home Care: Health or medically related services provided by a home care services agency to people in their homes, including adult homes, enriched housing, and ALRs. Home care can meet many needs, from help with household chores and personal care like dressing, shopping, eating and bathing, to nursing care and physical, occupational, or speech therapy.

Instrumental Activities of Daily Living (IADL's): Functions that involve managing one's affairs and performing tasks of everyday living, such as preparing meals, taking medications, walking outside, using a telephone, managing money, shopping and housekeeping.

Long Term Care Ombudsman Program: A statewide program administered by the New York State Office for the Aging. It has local coordinators and certified ombudsmen who help resolve problems of residents in adult care facilities, assisted living residences, and skilled nursing facilities. In many cases, a New York State certified ombudsman is assigned to visit a facility on a weekly basis.

Monitoring: Observing for changes in physical, social, or psychological well being.

Personal Care: Services to assist with personal hygiene, dressing, feeding, and household tasks essential to a person's daily living.

Rehabilitation Center: A facility that provides occupational, physical, audiology, and speech therapies to restore physical function as much as possible and/or help people adjust or compensate for loss of function.

Supplemental Security Income (SSI): A federal income supplement program funded by general tax revenues (not Social Security taxes). It is designed to help aged, blind, and disabled people, who have little or no income; and it provides cash to meet basic needs for food, clothing and shelter. Some, but not all, ALRs may accept SSI as payment for food and shelter services.

Supervision: Knowing the general whereabouts of each resident, monitoring residents to identify changes in behavior or appearance and guidance to help residents to perform basic activities of daily living.

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

EXHIBIT V.B.1

LEVELS OF CARE

[SEE ATTACHED]

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

Service Care Review ~ Level of Care Assessments

The Operator performs a care assessment for each resident using AL Wizard, which is a computerized assessment tool. The assessment consists of five sections, and each section has multiple categories. Each category has numerous choices of services, some of which (but not all) may equate to point values. The point values determine the fee for the Level of Care for both Personal Care and Medication Management. This process allows each resident to receive an individualized assessment which can be tailored to reflect the resident's true condition, needs, desires, preferences and capabilities. Assessments will be done before move-in, after one month, quarterly and upon change of condition.
(Note: A re-assessment does not necessarily equate to an increase in the Level of Care and/or fee.)

Assessment Sections and Categories

I. Functional Capabilities
- A. Grooming
- B. Bathing (note AM/PM preference)
- C. Dressing
- D. Eating (with/without dentures)
- E. Tray Service (explain "sick tray")
- F. Dietary (note diet/allergies/preferences)
- G. Vision (note impairment/glasses/contacts)
- H. Hearing (note impairment/hearing aide)
- I. Speech (note impairment)
- J. Toileting (note incontinence and supplies)
- K. Stability (note potential fall risk)
- L. Transfer Ability
- M. Escorting
- N. Assistive/Adaptive Devices (note all used)

II. Psycho/Social Capabilities
- A. Socialization/Spiritual (note preferences)
- B. Traumatic Events
- C. Telephone Use
- D. Transportation
- E. Financial Management (note POA)
- F. Shopping (if this service is offered)
- G. Housekeeping
- H. Laundry
- I. Pet Care (note pet's name)

III. Cognitive Capabilities
- A. Level Of Awareness (note Mental Health issues/Alcohol or Substance Abuse/Sleep patterns or habits)
- B. Time/Place Orientation
- C. Wandering (note use of Wander Guard)

IV. Special Medical Needs
- A. Oxygen (note availability of portable O_2)
- B. Breathing Treatments
- C. Diabetes (note if Insulin dependent)
- D. Joint Limitations (note prosthesis)
- E. Skin Care
- F. Healing Wounds/Bedsores (note service by any Third Party)
- G. Indwelling Urinary Catheter (note service by any Third Party)
- H. Colostomy/Illeostomy (note service by any Third Party)
- I. Enema/Suppository
- J. Coordination of Services
- K. Weight Loss/Gain
- L. Lab Work (note service by any Third Party)
- M. Vital Signs

V. Medication Management
- A. Medication Set-up (for Self-Medicating only)
- B. Medication Delivery (note pain management)
- C. Medication Prompting (for Self-Medicating only)
- D. Special Medications/Treatments (note routine, special, PRN meds/drops/inhalers and/or treatments. note service [e.g.: treatment(s)] by any Third Party)
- E. Injections (if this service is offered)
- F. Medications Requiring Health Assessment (note use of narcotics/psychotropics/blood thinners/ heart medications/antibiotics/metered dose inhalers)
- G. Pharmacy (note Pharmacy chosen by resident)
- H. Medication Counseling (for Self-Medicating only)

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

Service Care Review ~ Level of Care Assessments

Understanding Levels of Care

After the individualized assessment has been completed, the Level of Care can be computed for both Personal Care and Medication Management. In the assessment, a pre-determined numeric value (that reflects the complexity of the service) is assigned to each item in the category of service to be rendered.

Personal Care has Levels of Care #1-5. The points in Sections I through IV [of the Assessment Sections and Categories on Page 1] are totaled and the number will fall into a point range for Levels of Care – **Personal Care** #1 through #5. Section V [of the Assessment Sections and Categories on Page 1] stands alone and that total number will fall into a point range for Levels of Care – **Medication Management** #1 through #4. (See next page for the range of points, and the pricing for services, based on the Level of Care.)

During the assessment process each resident and/or family selects services that they need and/or desire. Following are general guidelines that outline the types of services that are available and can be provided by ***Senior Lifestyle Corporation*** **personnel.**

Basic (Standard) Monthly Services:
Basic (Standard) Monthly Services include oversight, monitoring and supervision of residents, as well **as your choice of available apartments, all utilities except telephone and cable TV, an emergency call system with 24 hour response, three restaurant style meals each day, stimulating activities and social events, scheduled transportation, access to the Wellness Everyday™ program, weekly housekeeping including linen change and laundry service, maintenance of the apartment, common areas and grounds.**

Personal Care Fees:
The Personal Care Fee is derived by assigning the Resident to an appropriate Care Level of Care, as determined by participation of the Resident and/or their authorized agent in a comprehensive assessment performed by a representative of the Community prior to move-in and periodically throughout the resident's stay. If the comprehensive assessment indicates that you require care services in excess of our basic services, you will be placed in one of the additional Levels of Care and you will be required to pay the associated additional fee defined below.

Medication Management Fees:
The Medication Management Fee is derived by assigning the Resident to an appropriate Medication Level of Care, as determined by participation of the Resident and/or their authorized agent in a comprehensive assessment performed by a representative of the Community prior to
move-in and periodically throughout the resident's stay. The following Medication Management*
Levels may include any combination of the following services: consultation with the resident's personal Physician(s), liaison with pharmacy and Pharmacist, ordering/re-ordering and scheduling delivery, scheduled review by licensed personnel, assistance with

administering medications according to physician's orders and the keeping of medication records. If the comprehensive assessment indicates that you require medication services, you will be placed in one of the additional Levels of Care and you will be required to pay the associated additional fee defined below. (Note: You will specify the pharmacy provider of your choice.)

Levels of Care by Point Ranges and Fees

Personal Care Fees [*Personal Care: as described on prior page*]

Level	Points	Fees	Description
Basic Services	0-9	Rent[1] + $ 0	Included in base rate (Includes oversight; monitoring and supervision of residents)
Level 1	10-30	Rent + $ 500	May include up to 7 additional hours/week
Level 2	31-60	Rent + $ 900	May include up to 10.5 additional hours/week
Level 3	61-90	Rent + $ 1300	May include up to 14 additional hours/week
Level 4	91-120	Rent + $ 1700	May include up to 17.5 additional hours/week
Level 5	121+	Rent + $ 2000	May include up to 21 additional hours/week

Medication Management Fees [*Medication Management*: as described on prior page*]

Level	Points	Fees	Description
Basic Services	0-9	Rent + $ 0	Included in base rate (Self-medication; may/may not include other aspects of Medication Management*
Level 1	10-20	Rent + $ 250	May include 1-2 medication pass per day and/or other aspects of Medication Management*
Level 2	21-30	Rent + $ 500	May include 3 medication passes per day and/or other aspects of Medication Management*
Level 3	31-40	Rent + $ 750	May include 4 medication passes per day and/or other aspects of Medication Management*
Level 4	41+	Rent + $ 1000	May include 5 or more medication passes per day and/or other aspects of Medication Management*

All fees are charged on a monthly basis and may be subject to change.

[1] "Rent" is also referred to herein as "Basic Care Rate."

APPROVED
BY NYS Department of Health
10/3/13 (date)
_____(project manager)

EXHIBIT V.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	Additional Charge	Provided By
Business Services		
Country Store	Prices as marked	Operator
Insufficient Funds Fee *(bounced check)*	$25/check	Operator
Late Payment Fee	$100/month	Operator
Safety Pendant Replacement Fee	$125/each	Operator
Fee for Moving To Another Unit* *(not applicable for medical needs)*	$500/move	Operator
Clerical Services		
Photocopies	$.10/page	Operator
Fax- Outgoing	$2/first page, $.75/add'l page	Operator
Fax- Incoming	$.75/page	Operator
Guest/Visitor Meals		
Breakfast	$5	Operator
Dinner	$9	Operator
Supper	$8	Operator

*Fee applies when a resident chooses to move to a different apartment and includes boxing of items as needed and moving all items, including furniture. If required, preparing the apartment for re-renting, including repair of walls, painting and carpet cleaning/replacement, will be included in this fee.

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

Item	Additional Charge	Provided By
Kids Meals	$5 dinner/ $4 supper	Operator
Meal Tray Delivery *(no fee for sick trays)*	$4/delivery	Operator
Storage 4x4x4	$20/month	Operator
Maintenance Services		
Customized Maintenance Services	$15/hour (min. ½ hour)	Operator
Miscellaneous		
Additional Transportation Services *(Note: Based on availability; requires at least 1 week written notice; add'l mileage $.30 over 10 miles, one way)*	$15/hour (Min. 1 hour); $.30/mile add'l	Operator
Replacement Key Fee	$2.50/each	Operator

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

EXHIBIT VII

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

EXHIBIT VIII

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

EXHIBIT XIII

RULES OF THE RESIDENCE

[SEE ATTACHED]

APPROVED
BY NYS Department of Health
10/31/13 (date)
_____(project manager)

WALDEN PLACE
A Senior Lifestyle Community

WELCOME!

We are very pleased to welcome you to your new home.

Here is your new phone number and address.

My new phone number is:

_____

My new address is:

(Your Name)

Walden Place
839 Bennie Road
Apartment #
Cortland, NY 13045