



Department of Health

ANDREW M. CUOMO
Governor

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

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

February 28, 2019

Ms. Judith Kelly, Administrator
GreenField Terrace
5979 Broadway Street
Lancaster, New York 14086

Re: Residency Agreement for GreenField Terrace

Dear Ms. Kelly:

Thank you for your e-mail on Tuesday, February 26, 2019, outlining the corrections to your proposed Residency Agreement for GreenField Terrace.

The main body of your Residency Agreement and the EALR/SNALR Addenda are approved contingent upon receipt of your Operating Certificate for AH/ALR/EALR/SNALR. Enclosed is a copy of the approved Residency Agreement for your records and immediate use.

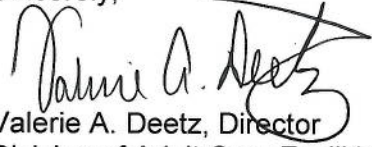
Please be advised that the approved Residency Agreement may not be altered without prior Department approval, pursuant to 10 NYCRR 1001.8(f)(6). If you wish to propose any revisions to this agreement, prior to implementation, you must first submit the changes to my office for review and approval to:

Residency/Admission Agreement Coordinator
New York State Department of Health
Division of Adult Care Facility/Assisted Living Surveillance
Bureau of Licensure and Certification
875 Central Avenue
Albany, New York 12206

Failure to submit the revisions and receiving Department approval prior to implementing a Residency Agreement will result in enforcement action and the imposition of civil penalties.

As always, thank you for your cooperation.

Sincerely,


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

cc: N. Nickason
L. O'Connell

Enc. Approved Residency Agreement

GreenField Terrace

Residency Agreement

Affiliate of Niagara Lutheran Health System, Inc.

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RESIDENCY AGREEMENT

This agreement is made between The GreenField Terrace, (the “Operator”),
 _____ (the “Resident” or “You”),
 _____ (the “Resident’s Representative”, if any) and
 _____ (the “Resident’s Legal Representative”, if any).

RECITALS

- A. **(The Operator)** is licensed by the New York State Department of Health to operate at 5979 Broadway, Lancaster, New York 14086, an Assisted Living Residence (“The Residence”) known as The GreenField Terrace and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence.
- B. You have requested to become a Resident at The Residence and the Operator has accepted your request.

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AGREEMENTS

I. Housing Accommodations and Services

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

A. Housing Accommodations and Services

1. Apartment/Your Room. You may occupy and use a private (x) or semi private () room or the room identified on Exhibit I.A.1., subject to the terms of this Agreement.

2. Common areas. You will be provided with the opportunity to use the general purpose rooms at the Residence such as living room, dining area, and beauty shop.

3. Furnishings/Appliances Provided By The Operator

Attached as Exhibit I.A.3., and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your apartment/room.

4. Furnishings/Appliances Provided by You

Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your apartment/room. Such Exhibit also contains any limitations or

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conditions concerning what type of appliances may not be permitted
(e.g., due to amperage concerns, etc.)

B. Basic Services

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

- 1. Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and snacks as needed, including a daily nutritious evening snack are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: House Regular, House Diabetic.
- 2. Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
- 3. Housekeeping.** Weekly housekeeping service, including vacuuming, light dusting of the living spaces and cleaning of the bath and kitchen areas. Daily housekeeping consisting of bed making and trash removal.
- 4. Linen Service.** Flat linen laundry service. Laundry service is provided at least once a week or as often as necessary to all residents. Residents will be provided with flat linens (2 sheets) for standard twin beds, as well as a pillow and pillowcase, at least one blanket, a bedspread, towels and washcloths, soap and toilet tissue. Residents have the

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option to bring his/her own. Residents with double or special bed styles must provide their own flat linens.

5. Laundry of Your personal washable clothing. This will be provided once a week and as often as necessary.

6. Supervision on a 24-hour basis. The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.

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

8. Personal Care. Includes some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage, and disposal, assistance with self-administration of medication.

9. Development of Individualized Service Plan. An Individualized Service Plan will be developed to address the resident's needs. This plan will be reviewed and revised every 6 months and whenever ordered by the

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Resident's physician or as frequently as necessary to reflect the changing care needs of the Resident.

C. Additional Services.

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional, supplemental or community fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status.

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

II. Disclosure Statement

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

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III. Fees

A. Basic Rate.

1. Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement. (*the "Basic Rate"*).

The Basic Rate as of the date of this agreement is \$_____per day, \$_____per month. The operator only accepts private pay residents.

2. Tiered Fee Arrangements

Any "Tiered" fee arrangements, in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care, are set forth in detail in Exhibit III.A.2., and made a part of the Agreement. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each "tier" of care, and describes who will be providing care, if other than staff of the Operator.

B. Supplemental, Additional or Community Fees

A Supplemental or Additional fee is a fee for service, care or amenities, in addition to those fees included in the Basic Rate.

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A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (*See section III.E*). A Community Fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence.

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

C. Rate or Fee Schedule.

Attached as Exhibit III.C. and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

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D. Billing and Payment Terms.

Billing will start on the day the resident takes possession of the apartment. The Monthly Fee shall be paid in advance on a monthly basis. Ancillary charges shall be billed retrospectively. The full monthly fee shall be billed at the beginning of the month and payment is due 10 days after the receipt of the bill. Operator shall accept only cash or a check as payment and shall be delivered to 5979 Broadway, Lancaster, New York 14086, in person or via mail as directed.

Residents, who, upon admission to The GreenField Terrace meet the financial requirements set forth by the Operator, and subsequently spends down their income and asset to a level in which they are unable to afford the monthly fee, can apply to The Greenfields Benevolent Fund for financial assistance. Residents must meet the requirements and provide all documentation as indicated in The GreenFields Benevolent Fund Resident Assistance Guidelines.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.

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2. Since the Community Fee is a one-time fee, there can be no subsequent increase in the Community Fee charged to You by the Operator, once You have been admitted as a resident.
3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.
5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is your current rent per month. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The [basic] length of time the space will be reserved is

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until resident or responsible party releases apartment. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence.

The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made.

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

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

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V. Transfer of Funds or Property to Operator

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

VI. Property or items of value held in the Operator's custody for You

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

VII. Fiduciary Responsibility

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

VIII. Tipping

The Operator must not accept, nor allow Residence staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

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IX. Personal Allowance Accounts

The Operator does not accept SSI payments and therefore, does not offer establishment of a personal allowance account for Resident. Should a resident's funds become depleted, residents may apply to get assistance from the Benevolent Fund or for a discounted rate.

X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

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5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) chronically require the physical assistance of another person in order to walk; or (b) chronically required the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

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XI. Rules of the Residence

The Rules of the Residence are found in the Resident Handbook. By signing this agreement, You and Your representatives agree to obey all reasonable Rules of the Residence.

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

- A. You, or Your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:
1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
 2. Supply of personal clothing and effects.
 3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid, other third party coverage or as covered under the transportation service of GreenField Terrace.
 4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
 5. Informing the Operator promptly of change in health status, change in physician, or change in medications.

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6. Informing the Operator promptly of any change of name, address and/or phone number.

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

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid, other third party coverage or as covered under the transportation service of GreenField Terrace.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

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

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.

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3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid, other third party coverage or as covered under the transportation service of GreenField Terrace.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

XIII. Termination and Discharge

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

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

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only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;

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6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

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

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

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

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

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XIV. Transfer

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

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

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been moved. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

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If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

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

Insurance: The community carries insurance on its own property and liability insurance for accidents that occur in common areas. The GreenFields, however, is not responsible for the loss of any personal property belonging to you due to theft, fire or any other cause, unless such property is specifically entrusted to The GreenFields care and control, or unless the loss is due to the negligence or willful misconduct of the facility or facility staff.

You are also responsible for any costs incurred in replacing or repairing any loss or damage to the real or personal property of the GreenFields found by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of you, your guests, agents, employees or pets.

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and

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recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

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

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related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

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

XVIII. Agreement Authorization

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

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator or the Operator's Representative)

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Personal Guarantee of Payment (optional)

_____ personally guarantees payment of charges for Your Basic Rate.

Date

Guarantor's Signature

Guarantor's Name (Print)

Date

Guarantor's Signature

Guarantor's Name (Print)

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EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

Your Room # is _____

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EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Operator shall provide in each room with:

- Standard, single bed in good repair
- Chair
- Table
- Lamp
- Lockable storage facility
- Individual dresser and closet space
- Wall-to-wall carpeting
- Window treatments (consisting of mini-blinds)
- Household linens: Pillow, pillowcase, two sheets, blankets, bedspread, towels and washcloths
- Household supplies and equipment such as soap and toilet tissue
- Closet space

Resident has the option of bringing his/her own furniture.

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EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

You may bring your own furniture, decorations, and personal belongings to your apartment.

The following items are not permitted:

- Extension cords
- Hot plates, deep fryers, electric skillets
- Heating pads (electric or rice bags)
- Any other item which may be a risk or hazard to You or other residents, on a case-by-case basis.

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EXHIBIT I.C.**ADDITIONAL SERVICES, SUPPLIES OR AMENITIES**

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

Service	Provider	Price	Payment Method
Beauty Shop Services	Independent Providers	Varied, depending on service performed. Hairdresser fee schedule is posted in the beauty salon.	May be billed on resident monthly invoice or paid directly to the beautician.
Special Activity Supplies	Varied	Varied, depending on the supplies needed. Residents will be informed in advance of the cost of the special activity.	May be billed on resident monthly invoice or paid directly to the facility.
Special Cultural Events	Varied	Varied, depending on the event. Residents will be informed in advance of the cost of the special event.	May be billed on resident monthly invoice or paid directly to the facility.
Medical Transportation	GreenField Staff Tuesdays & Thursdays between 9am-3pm	\$30.00 per ride in excess of the free 12 rides per year. \$10.00 Cancellation Fee 50¢ per mile between 16 and 30 miles	Cost to resident billed on monthly invoice
Telephone	Resident's choice	Varied, depending on service requested and provider chosen.	Billed by vendor
Private Duty Nursing	List of area vendors available	Varied, depending on service requested and provider chosen.	Billed by vendor

*** Please note that these services are subject to change**

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EXHBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The GreenField Terrace has an agreement with WillCare for the provision of Home Care services to Enhanced residents.

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EXHIBIT II
DISCLOSURE STATEMENT

Lutheran Church Home of Buffalo, inc., d.b.a. GreenField Terrace ("The Operator") as operator of The GreenField Terrace ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate 5979 Broadway, Lancaster, New York 14086 an Assisted Living Residence as well as an Adult Home.

The Operator is also certified to operate at this location 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 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 14 persons.
- b. Special Needs Assisted Living services for up to a maximum of 42 persons.

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

It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the number 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 become eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living program. If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain 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 room within the Residence.

3. The owner of the real property upon which the Residence is located is Lutheran Church Home of Buffalo, inc. d.b.a. GreenField Terrace, Inc. The mailing address of such real property owner is 5979 Broadway, Lancaster NY 14086. The following individual is authorized to accept personal service on behalf of such real property owner: Judy Kelly, Administrator, 5953 Broadway, Lancaster, NY 14086.
4. The Operator of the Residence is Lutheran Church Home of Buffalo, Inc. d.b.a. GreenField Terrace. The mailing address of the Operator is 5979 Broadway, Lancaster, NY 14086. The following individual is authorized to accept personal service on behalf of the Operator: Judy Kelly, Administrator, 5953 Broadway, Lancaster, NY 14086.

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5. The Operator has no ownership interest in excess of 10% in any entity which provides care, material, equipment or other services of the Residence.
6. The GreenField Terrace is a not-for-profit organization, and therefore no entity providing care, material, equipment or other services to residents of the Residence has any ownership interest in the Operator.
7. Residents shall receive services from service providers of their choice, whether the Operator has an arrangement with the chosen service provider or not.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Public funds may be available for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services. You can obtain more information from the Case Manager.
10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. 716-878-2385 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov

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EXHIBIT III.A.2.

Tiered Fee Arrangements

There are no tiered fee arrangements at the GreenField Terrace.

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EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

- There is a one-time Community Fee of \$2,000.
- This fee is non-refundable
- There are no additional conditions to this fee.

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EXHIBIT III.C
RATE OR FEE SCHEDULE

Apartment Style	Monthly Service Fee	Double Occupancy
<i>Juniper (Private)</i>	\$5,765	N/A
<i>Cherry Blossom (Deluxe Private)</i>	\$6,060	\$8,685

*Memory Care (SNALR) AND Enhanced (EALR) add \$900 per person

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EXHIBIT V

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a set of legal pads. The edges of the paper are slightly irregular, suggesting it might be a scan of a physical document. There is no handwriting or other markings on the page.

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EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

RESIDENT'S RIGHTS AND RESPONSIBILITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

- (A)** EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE RESIDENCE TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;
- (B)** EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES, SHALL NOT BE INFRINGED;
- (C)** EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;
- (D)** EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;
- (E)** EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

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(F) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;

(G) EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL POSSESSIONS;

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

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

(K) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

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

(N) EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE THEIR SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH ACCIDENT OR INCIDENT;

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH: AND

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE THE RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

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

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EXHIBIT XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

The GreenField Terrace has a system by which residents can express grievances (complaints) and recommendations. All grievances and recommendations will be investigated by the Administrator or designee. All grievances or recommendations can be made without fear of reprisal or punishment. Residents also have the right to contact the New York State Department of Health to voice grievances.

PROCEDURE:

1. Residents can express grievances and recommendations for change and improvements in the following way:
 - Resident Council/Resident Association
 - Resident/Visitor Complaint form
 - Direct contact with a staff member or management staff
 - Any other Committee of the GreenFields
 - Personal Meeting with the Administrator
2. All grievances voiced through Resident Council, Resident Association, or GreenField Committee will be addressed and reflected in the minutes.
3. Residents may choose to make complaints to a staff member, a member of management, or the Administrator. Any staff member can take a complaint from a resident or visitor. The staff member will complete Part I of the "Resident/Visitor Complaint form"
4. Residents have the right to make complaints anonymously. Should residents prefer not to divulge their name, they may deposit their complaint in the complaint mailbox. The complaint and resolution will be brought to the Resident Council
5. The form will be forwarded to the Administrator for investigation.
6. Administrator will respond to complaints within 5 business days, or sooner depending on the nature of the complaint.
7. Administrator will contact residents/family members directly, verbally or in writing to inform them of the outcome of the investigation and the steps taken. Resolution of complaints presented at Resident Council will be discussed at the next Council meeting and reflected in the minutes, unless there is a need for more immediate notification of residents.
8. Upon termination of the investigation, the Administrator or designee will take appropriate action.
9. Confidentiality will be maintained, as possible, during the investigation.
10. Retaliation of any kind by a staff member will not be tolerated and is subject to disciplinary actions, including termination.
11. A log of all complaints will be maintained.
12. Residents will be encouraged to participate in planning for changes and improvements.

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Attachment I

Enhanced Assisted Living Residence Addendum to Residency Agreement

This is an addendum to a Residency Agreement made between the GreenField Terrace (the "Operator), _____,
(the Resident or You), _____,
(the Resident's Representative), and _____,
(the Resident's Legal Representative). Such 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 the 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 GreenField Terrace located at 5979 Broadway, Lancaster, NY 14086.

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 the 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.

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NYSDOH REGIONAL OFFICE	
INITIALS <u>DJS</u>	DATE <u>2, 19, 19</u>

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EALR#1 and made part of this Agreement is a written description of:

- Services to be provided in the Enhanced Assisted Living Residence;
- Staffing levels;
- Staff education and training work experience , and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and
- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.

V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Residence; If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

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

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

- a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND
- b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19,31, or 32; AND
- c. The Operator agrees to retain You as Resident and to coordinate the care provided by the Operator and the additional nursing, medical, or hospice staff; AND
- d. You are otherwise eligible to reside at the Residence.

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NYSDOH REGIONAL OFFICE	
INITIALS <u>DJS</u>	DATE <u>2/19/19</u>

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 Representative)

1307-20

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NYSDOH REGIONAL OFFICE

INITIALS DJS DATE 2/19/19

EALR #1

Services provided:

The GreenField Terrace EALR house can assist residents who meet the criteria for admission to the Assisted Living Residence (ALR) AND:

- Require the assistance of one person to transfer OR
- Require assistance managing medical equipment OR
- Are incontinent of bladder and the incontinence can be managed by resident or staff

Staffing Levels:

Shift:	LPN	Care Partner
Day	0.5	2
Evening	0.5	2
Night	0.25	1 + 1 float for 4 houses

Staff Education and Training:

Nurses: Licensed Practical Nurses with experience working with the elderly

Care Partners: Home Health Aides with training in cooking, housekeeping, needs of the elderly, etc.

Environment Modifications:

The Enhanced Assisted Living House is handicap accessible.

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INITIALS <u>DJS</u>	DATE <u>2 / 19 / 19</u>

Attachment II

Special Needs Assisted Living Residence Addendum to Residency Agreement

This is an addendum to a Residency Agreement made between the GreenField Terrace (the "Operator"), _____,
(the Resident or You), _____,
(the Resident's Representative), and _____,
(the Resident's Legal Representative). Such 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 the Agreement. This Addendum must be attached to the Residency Agreement between the parties.

VIII. Special Needs Assisted Living Certification

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at GreenField Terrace located at 5979 Broadway, Lancaster, NY 14086.

IX. Request for and Acceptance of Admission

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

X. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as S.N. #1 and made part of this Agreement is a written description of:

- Services to be provided in the Special Needs Assisted Living Residence;
- Staffing levels;
- Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons with specific special needs;

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- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.

XI. 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 Representative)

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SNALR #1

Services provided:

The GreenField Terrace SNALR houses can assist residents who meet the criteria for admission to the Assisted Living Residence (ALR) and have a diagnosis of dementia.

Staffing Levels per House:

Shift:	LPN	Care Partner
Day	0.5	2
Evening	0.5	2
Night	0.25	1 + 1 float for 4 houses

Staff Education and Training:

Nurses: Licensed Practical Nurses with experience working with the elderly. Training in the needs of the resident with dementia and person-centered care provided.

Care Partners: Home Health Aides with training in cooking, housekeeping, needs of the elderly, needs of the resident with dementia, person-centered care, etc.

Environment Modifications:

The Special Needs Assisted Living Houses are handicap accessible and are fenced in perimeter to ensure resident safety. There is also a delayed egress system on all required doors.

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Attachment III

GreenField Terrace
Resident Handbook

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Welcome!

The management and staff of the GreenFields extend to you the warmest welcome. The GreenFields was founded with the goal to address the needs of older adults by developing a continuing care community that fosters independence, security, wellness, dignity, privacy, comfort and happiness.

"To provide for the physical, social, and spiritual needs of the individuals we serve, in a Christian environment," is the mission of the Niagara Lutheran Health System (NLHS). It is made up of the GreenFields Continuing Care Community in Lancaster, the Niagara Lutheran Home & Rehabilitation Center in Buffalo. Our NLHS values include compassion, responsibility, respect, integrity and commitment equaling great customer service.

The GreenFields is your home, and your happiness and satisfaction are our primary concern. Many new experiences await you as a resident of the GreenFields... new friends, new interests, and yet, you are encouraged to enjoy long-term hobbies, activities and friends. We offer a varied program of activities and events from which to choose.

This Resident Handbook is designed to serve as a reference guide of the numerous amenities, services, and features available to you at the GreenFields. Please take time to review it so that you may become familiar with your new home. You will be provided updates to this reference guide from time to time as activities, events or policies change.

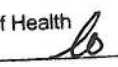
Again, welcome! And please, do not hesitate to call on the staff with any questions and concerns you might have.

Sincerely,

Judy Kelly
Administrator

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ACTIVITIES:

It is the goal of the GreenField Terrace to work collaboratively with residents and staff to create a friendly and stimulating atmosphere that values personal growth, individuality and self-fulfillment. Our objective is for residents to experience the greatest independence and sense of health and wellness within their own abilities and interests. This holistic approach encompasses the many aspects of a human being - the physical, social, emotional, intellectual, creative and spiritual. The staff is committed to offering a variety of events, lectures, and programs that will provide enjoyment and enrichment in all of these areas.

Recreational and social activities have a special place in our community. These events are planned for your enjoyment and the enjoyment of your neighbors. Events may include lunch outings, theater presentations, and musical performances, as well as other less formal group activities such as holiday and social get-togethers. An events schedule is available in each house.

If there is a group excursion you would like to take outside the community or a particular event you would like to have scheduled here, simply contact the Guide to see if it can be arranged.

ADVANCE DIRECTIVES:

If you have a Health Care Proxy or DNR (Do Not Resuscitate) we need a copy for your chart. If you do not have one and would like to learn more about them, please see the Guide who will assist you and your family in making these decisions. We strongly encourage residents to appoint a Health Care Agent.

BEAUTY AND BARBER SHOP:

The services of a licensed beautician/barber are offered to the residents of the GreenFields. Payment for these services is the resident's own responsibility. You may pay by cash or check or be billed on your monthly statement. A list of charges is available in the Beauty/Barber Shop. Our Beauticians are independent contractors and may accept gratuities.

CABLE TELEVISION SERVICE:

All rooms have a basic cable TV package free of charge. This service offers Time Warner Cable's Classic/Standard package. Premium channels, telephone and internet service and other specialty services are also available; please contact Time Warner Cable (716-558-8921) to arrange for these services. Tell the representative that you receive the Classic/Standard package through the GreenFields. The payment for the additional cable services will be the resident's responsibility and will be billed directly by Time Warner Cable.

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CAMPUS BEAUTIFICATION:

The beauty of the GreenFields Campus is of great pride to us. Residents enjoy our natural setting during all seasons. We are constantly striving to improve our community. To that end, we have established a Campus Beautification Fund. The fund is a wonderful way to recognize a special occasion, offer a memorial tribute or simply help us improve our campus. Please contact the Administrator for further information or to make a contribution.

CASE MANAGEMENT:

The Case Manager will complete a pre-admission screen to determine the resident's physical, psychosocial, spiritual and dietary needs. The Case Manager will provide emotional support and guidance for the resident and family through the admission and adjustment process. Each resident will have an initial Individualized Service Plan. This plan will be updated every six months. The Case Manager will advocate for the resident and family in providing case management services as needed.

COMMUNICATIONS:

Our community is based on open communication. We have provided many ways for residents to communicate -- both with management and with each other -- so that events, facilities, and services meet resident expectations.

The following methods of communication are just some of the networks available for you to become an active community participant:

1. Daily Chronicles
2. Newsletter – published monthly and distributed to all residents
3. Suggestion Box
4. Staff Availability – residents are encouraged to bring concerns, suggestions, and compliments to any staff member.
5. Administrator and/or Director and/or Case Manager – available to discuss any issues with you.
6. Resident/Family Council — meets monthly. All residents are encouraged to participate.

DINING SERVICES:

It is the goal of the GreenField Terrace to exceed your expectation in dining through exceptional service and high quality menu choices. The philosophy of Dining Services is to create an atmosphere

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of warmth and friendliness that promotes socialization. We are committed to culinary excellence, strive for resident satisfaction and we welcome resident feedback.

For special occasions, such as birthdays, anniversaries, or other celebrations, you may reserve a room that can accommodate a group.

Breakfast:	7:00 a.m. – 10:00 a.m. Served in the Dining Room
Lunch:	Between 11:30 a.m. and 1:00 p.m. Per choice of household Served in the Dining Room
Dinner:	Between 4:30 p.m. and 6:00 p.m. Per choice of household Served in the Dining Room

Dining Plan/Meal Credits

Residents will receive credit for meals missed (i.e. absence, hospitalization, rehabilitation, vacation, etc.) for 14 consecutive days or more.

Dining Guests

To make a lunch or dinner reservation for a guest, please notify a staff member 24 hours in advance.

Healthy Diets

Our meals are designed to offer you quality food selections for optimum health. We have designed nutritionally sound menus, yet acknowledge that each individual reserves the right to choose his or her eating habits.

DRESS CODE:

Residents are expected to dress appropriately and in a tasteful manner when in the common areas of the community, such as corridors, lounges, dining rooms and activity areas.

EMERGENCY CALL SYSTEM AND PROCEDURES:

We have an Emergency Call System. There are two units in your room. One is located in the bedroom over/near the bed and the other in the bathroom near the toilet and in the shower. This should be used for emergencies only. If you are ill or need immediate assistance, please use the emergency call system to enable our staff to serve you.

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EMPLOYEE CONDUCT:

It is management's expectation that the staff of the GreenFields is to be courteous, friendly and helpful at all times. If this is not your experience, please notify the Administrator as soon as possible. Likewise, we greatly appreciate hearing your compliments. Your positive feedback will be given to our staff as an encouragement to our hospitality standards. As a reminder, we strictly enforce a "no tipping and/or gift" policy at the GreenFields and ask that you do not jeopardize an employee's job by offering any reward. Your expressed heartfelt acknowledgment and/or written recognition to the staff are worth more than monetary rewards could ever match.

EXPLOSIVES AND HIGHLY FLAMMABLE MATERIALS:

To ensure a safe community, no explosives, no open flames or highly flammable materials such as kerosene or paint stripper may be brought into any area of the community. Residents are not permitted to have firearms in the community. Also, please note that burning candles is not permitted, due to the risk of fire.

FACSIMILES:

Facsimile transmissions may be sent and received. This is free of charge for residents. Please contact a staff member for this service.

FINANCIAL SERVICES:

The Administrative Assistant prepares your monthly fee and ancillary charges statement. Please call to set up an appointment should you have any questions regarding your statement.

Monthly Billing

All residents will be billed each month. Each bill will include the current month's fee, any additional charges incurred in the previous month, and any payments received in the previous month. Payment is due upon receipt of your bill. An interest charge of 1½% monthly (18% per year) on any balance 30 days overdue and reasonable collection fees, attorney fees, and damages incurred by the facility for breach of his/her/their applications as described in this agreement may be added to any balance, unpaid by the 10th of the month provided, however, that the Resident or Responsible party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties. ~~APPROVED~~ charge will be due for any returned checks.

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Fee Increases

The GreenFields may adjust the monthly fee periodically at its sole discretion upon forty-five (45) days prior written notice to you.

FIRE SAFETY:

The GreenFields is equipped with sprinklers, smoke alarms and a fire alarm system. Emergency exits are located in each fire compartment. Please note the nearest exit to your apartment. In order to comply with local fire ordinances, we will routinely hold fire drills for the safety of residents and staff. Please review the following procedures for your safety:

THE GREENFIELD TERRACE RESIDENT FIRE RESPONSE

If you discover a fire in your room:

- Leave your room. DO NOT take time to remove personal belongings.
- Shut the door to your room. DO NOT take time to lock it.
- Yell to staff that there is a fire in your room.
- Activate the fire alarm by pulling the pull station located in the corridor at the exit door
- Evacuate the area through the doors within your fire compartment.

If you hear the fire alarm while in your room but the fire is not in your room:

- Stay in your room
- Close all doors and windows
- Wait for instructions from the staff or the Fire Department to progressively evacuate as needed
- If you encounter any smoke or fire, leave the building via the closest exit.
- Staff will inform you when the situation is over

If you hear the fire alarm while in the hallway, living room, dining room, etc.:

- Exit the area as directed by staff
- Go to the nearest exit within the fire compartment.
- If you encounter any smoke or fire, leave the building via the closest exit.

Important information for you to know:

- If you encounter smoke in your room and the fire is **not** in your room, stuff ~~warm~~ ^{APPROVED} under the door and wait by an open window. Open the window only far enough ^{that you can wave} a towel of piece or clothing to alert the Fire Department of your location. City of Adult Care Facilities and Assisted Living Surveillance

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GOING AWAY:

If you are going to be away from the GreenFields at all, (including medical appointments, day trips with family, visiting at the GreenField Health & Rehabilitation Center, etc.), we request that you sign out in the sign out log and notify the Nurse in charge.

GUESTS:

We welcome your guests into the community. All guests must register before they join you. Residents must take responsibility for their guests and should accompany them into the common areas. Children are welcome at the GreenFields, however, they must always be accompanied by an adult while on the premises.

HOUSEKEEPING SERVICES:

Our staff will meet with you to inform you of your once a week cleaning schedule. Housekeeping services offered by the community include vacuuming carpets, mopping the bathroom and kitchen floors, dusting flat, cleared surfaces, and general cleaning of the bathroom areas including the sinks, tubs, showers, toilets and mirrors. Window washing will be done two times per year, inside and out. Once annually, heavy furniture will be moved for vacuuming, and mattresses will be turned.

INTRA-COMMUNITY MOVES:

The GreenFields may, in certain circumstances, approve your moving to a different room. At the time your request is approved, the GreenFields will determine the amount of any additional monthly fee, refund or credit.

INSURANCE:

The community carries insurance on its own property and liability insurance for accidents that occur in common areas. The GreenFields, however, is not responsible for the loss of any personal property belonging to you due to theft, fire or any other cause, unless such property is specifically entrusted to the GreenFields care and control, or unless the loss is due to the negligence or willful misconduct of the facility or facility staff.

You are also responsible for any costs incurred in replacing or repairing any loss of facilities and the real or personal property of the GreenFields found by a court of competent jurisdiction to have

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been caused by the negligence or willful misconduct of you, your guests, agents, employees or pets. It is recommended, although not required, that you obtain property and liability insurance to protect against such losses. All such insurance should be arranged with the agent of your choice at your own expense.

LAUNDRY:

Residents' linens and personal clothes will be laundered on a weekly basis or as is necessary. It is recommended that personal clothing be wash and wear as ironing is not provided. Our staff will strip and replace your bedding during your weekly housekeeping.

MAIL

US Mail

The United States Postal Service delivers the mail to the Terrace. Our staff will sort & deliver your mail.

Vacation Mail Hold

If you plan to be away from home for an extended period, please consider stopping your mail delivery while you are gone. You can do so by contacting the Post Office.

Outgoing Mail

Mail can be mailed out from the House. Postage stamps are available for purchase. For larger items or special mailing needs, please check with the staff.

Delivery of Packages

UPS and other mail services will be instructed to leave your packages with the staff. The staff will notify you that you have a package. You will be asked to sign a log, indicating that you have received your package.

MAINTENANCE SERVICES:

The community provides maintenance services for the common areas, grounds, and rooms. We also provide additional services, such as minor electrical repairs, picture hanging, etc.

The maintenance staff is available five days a week. When a problem arises (i.e, light bulb changing) let the staff know. Work will be completed promptly on a routine schedule.

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Emergency Maintenance

Emergency situations will take priority over routine maintenance requests. Please communicate your emergency to the staff. Emergency maintenance is available 7 days/week.

Routine and Move-In Services

Personal services (picture hanging, furniture arrangement, etc.) will be provided free of charge for a total of two hours for two weeks following your move-in date.

Snow Removal

Roadways, driveways, and walkways will be plowed, shoveled, and sanded. Melting and re-freezing can cause dangerous conditions. Please do not hesitate to contact the staff to alert us to such a condition.

MOTORIZED DEVICES:

The use of motorized devices is not allowed in the Special Needs Assisted Living houses at the GreenField Terrace. The use of motorized devices is allowed in the Enhanced Assisted Living house at GreenField Terrace and is only permitted with the approval of the Administrator. The GreenField Terrace allows the use of motorized wheelchairs but does not allow motorized scooters. A motorized wheelchair can be very beneficial, however certain guidelines must be followed to ensure the safety of all:

- Residents must maintain low speeds while traveling the community corridors or while in public areas.
- Residents must come to a complete stop before crossing intersections of corridors or at entryway of community space.
- Residents must store their wheelchairs in their room while not in use.
- Residents must store their wheelchair in designated areas while attending community events, i.e. dining and special events, if they chose to sit in a traditional chair.
- Residents must keep their wheelchair properly maintained.
- Residents are responsible to keep the wheels of their wheelchair clean, especially after outdoor use.
- Residents are encouraged to have insurance covering the use of a motorized device.

NEWSPAPERS:

The Buffalo News can be either ordered through the Buffalo News Circulation Department or by completing a form that is available at the time of admission. If you subscribe to The Buffalo News, it is delivered by the Buffalo News distributor to the House and may be picked up there.

Several other local and national newspapers are available from local distributors. Please contact the newspaper distributor directly. When ordering a subscription, please advise the paper's circulation department that you are a resident of the GreenFields, your name, address, and phone number, and arrange to make payments to the newspaper office directly.

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NOISE:

We have given considerable attention to sound conditioning of your room. Even so, consideration for your neighbors is an important aspect of living in a retirement community. With that in mind, televisions, radios, and other audio devices should not be played above moderate levels.

NOTARY PUBLIC:

For your convenience, a notary public is on staff. This service is provided to you at no cost during regular office hours. Please check with the staff to arrange for this service.

NURSING SERVICES:

The GreenField Terrace will offer residents a variety of supportive services. Our team provides residents, as required, with assistance in personal care ranging from bathing, dressing, and other basic functions, to assistance with medications. Our Director leads a team of Licensed Practical Nurses (LPN), and Care Partners (Home Health aides). Our staff is available 24 hours/7 days a week to support you in your daily needs.

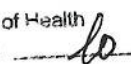
If short term acute care services are needed, the Guide, or Nursing staff will assist in procuring the home care services of a certified (Medicare approved) agency or outpatient therapy to meet the medical needs of the resident as appropriate.

The GreenField Terrace is designed to provide the maximum amount of independent and social/recreational activity, consistent with the special needs of the residents. Our atmosphere is to be cheerful and assistance is to be provided depending on the needs of our residents. However, if a resident's health or needs deteriorated to the point where continued residency at GreenField Terrace is a health risk, safety risk or beyond the Assisted Living level of care, the Guide will assist the resident/family/guardian to arrange for the transfer of the resident to the appropriate skilled nursing facility with consideration to maintaining continuity of care and utilizing the GreenFields Campus.

Residents of the GreenFields may retain their own primary care and specialty physicians. Should you be new to the area or wishing to change physicians, the Director will be glad to provide you with a list of physicians. Additional services including physician, podiatry and pharmacy services, lab work and diagnostic testing, are available on-site. Please see the Director for information about these services.

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RESIDENT / FAMILY COUNCIL:

The Resident/Family Council consists of any household resident and family member interested in participating. This is a chance for residents and families to meet with the Director and Administrator. The purpose of the Council is:

1. To communicate the interests of the residents.
2. To promote an understanding of administrative policies and procedures among the residents.
3. To participate in the planning of resident activities.
4. To encourage resident interaction and participation.

The Administrator (or designee) serves as administrative advisor to the Resident/Family Council.

RESIDENT RIGHTS:

The GreenFields recognizes that each resident is unique with individual rights. We are committed to creating an atmosphere that promotes personal growth and freedom of expression in a caring community. We hold that:

- Our residents will be treated with dignity and in a manner that is courteous, fair and considerate.
- Our residents will be afforded access to programs that meet their physical, spiritual, social, and emotional needs.
- Our residents are assured that service will be provided regardless of one's color, race, religion, sex or sexual preference.
- Our residents have privacy when receiving personal service, while visiting with friends and family and that all matters are treated with confidence.
- Our residents are provided with opportunities to develop their interests, abilities and potential.
- Our residents participate in resident organizations for the betterment of the community.

RIGHT OF ENTRY

You control access to your room; however, it is necessary for you to allow access into your room at reasonable times for nursing, housekeeping, maintenance and at any time in case of an emergency.

In your absence, the community may be required to admit service personnel into your room. We will have an appropriate staff person accompany any non-GreenFields personnel who must enter your room while you are away. All such entries are approved only by Administration. ^{APPROVED} Anytime entry has been made to your room in your absence, a written, signed report of the entry will be left in your room.

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To assist in maintaining the highest level of access control, please complete the Resident Authorization form in your admission packet to list those people authorized to enter your room while you are absent, in the event of illness and/or transfer to a health care center or hospital, or in the event of death. Without this prior permission, no one, including family, will be allowed access to your room.

SAFETY AND SECURITY:

Community Access

For your safety, all exterior doors to the community are kept locked at all times and are equipped with automatic locking devices. Enhanced residents will receive a key fob for access to the building. Special Needs residents returning to the building will ring the doorbell and staff will let them in. All required exits are equipped with delayed egress mechanism in the Special Needs houses.

No Solicitation Policy

No salesperson or solicitors are permitted access to the Terrace or grounds without your prior notice and approval. Should an unauthorized business representative approach you, please notify the staff immediately. If you are doubtful of the right of a person to be present on the campus, do not approach that person yourself. Instead, notify the staff immediately and inform them of the location and the description of the person you observed. Employees are also not allowed to solicit for any reason including school promotions.

Private Employees

Residents may privately employ individuals to give them assistance or to do work for them. However, the GreenFields does not allow your employees to "live-in." They must have a separate residence of their own. The hiring of a private employee must be discussed with the Administrator, Director or Guide prior to the hiring; and the address, phone number, license plate number and the work schedule of all private employees must be submitted. Private employees cannot perform the tasks that the GreenField Terrace is required to provide to residents. All private employees must register at the door. The GreenFields reserves the right to exclude any person from the campus if there is cause to do so.

Valuables

Residents are responsible for safeguarding their property. The Greenfields is not responsible for the loss or theft of valuables from your room, unless such property is specifically entrusted to The GreenFields care and control, or unless the loss is due to the negligence or willful misconduct of the facility or facility staff. However, please make us aware of any disappearance as soon as you are aware of a loss, so we can assist in investigation and recovery of the items. We recommend that you insure your personal property and utilize safe deposit box services offered by neighborhood banks. A personal safe is also available for your use. Please see the Guide, Director or Maintenance Worker.

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SMOKING:

In order to promote a healthy environment, the GreenFields is smoke-free. This includes all buildings and grounds on the GreenFields Campus. Please notify your guests and visitors of our "No Smoking" environment.

SPECIALIZED MEDICAL EQUIPMENT:

You must notify the Guide or Director if you are using specialized medical equipment in your room. Specialized medical equipment includes, but is not limited to, oxygen supplies and other respiratory equipment.

SPIRITUAL LIFE:

The GreenFields encourages residents to actively participate in spiritual life both on our campus and in the local community.

On Campus:

There is a weekly worship service at the Greenfield Terrace. Lutheran and Roman Catholic services are also available at the GreenField Manor and the GreenField Health and Rehabilitation Center. Please check your monthly Activity Schedule of Events for location and time.

Memorial Services:

Residents and families who wish to have a memorial service held at the GreenFields may make arrangement by contacting the Administrator.

STAFF DIRECTORY:

See Appendix "B" for a current list of department directors/supervisors and key personnel including name and title.

STAFF TIPPING:

In order to achieve an equitable compensatory arrangement with all community staff, and to comply with Department of Health regulations, we have adopted a "NO TIPPING" policy. Because there are many employees whom you don't see, to give tips would be inequitable and detrimental to the morale of both residents and staff.

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TELEPHONE **S**ERVICE:

In-wall wiring for telephones is provided. You are responsible for contacting the telephone company to arrange for telephone installation and service to your own room.

TRANSPORTATION:

Transportation requests are submitted to the Nurses or Guide. Reservations are required for all transportation to medical appointments, and should be made as far in advance as possible so that we can do our best to accommodate your needs. Transportation is scheduled on a first come, first serve basis. We have a car to provide most of the medical transportation and our bus is used when necessary. Cancellations must be made with more than 24 hours notice to avoid a cancellation fee. See Appendix A for cancellation fees.

We provide local transportation within a fifteen-mile radius for medical appointments - primary care, dentists, specialists, labs etc. on Tuesdays and Thursdays.

Medical Appointments

We will provide medical transportation on a scheduled basis Tuesday and Thursday between 9:00 a.m. and 3:00 p.m. This means you should be able to be back to GreenField Terrace by 3:00 p.m.

Each resident may use the GreenFields transportation 12 times per calendar year as part of the monthly fee. In the event you require more than the allotted 12 uses, you will receive notification that you are approaching the limit. You may choose to seek alternate transportation through your family or another responsible party, an alternative transportation service, or pay a per-usage fee and continue to use GreenFields' transportation. See Appendix A for charges. If no family member is available, our Guide or designee will accompany you to your physician's office.

Private Transportation Arrangements

See the Appendix A for a listing of private drivers, taxi and limousine services.

TRASH **D**ISPOSAL:

Our staff will collect trash as needed.

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UTILITIES:

The following utilities are covered under your monthly fee: water, sewer, electricity, heating, air-conditioning and cable. Any disruption of service or utility problems should be reported immediately to the staff.

Emergency Power

In the event of a power failure, the Terrace will have emergency power. All areas will be covered by the generator other than air conditioning.

VOTING:

The Guide will assist you in notifying the Board of Elections regarding your change of address. Our polling place is located at:

Town Line Fire Hall
6503 Broadway
Lancaster, New York 14086

or you may obtain an absentee ballot through the mail. Registration forms are available from the Senior Living Department or from the Erie County Board of Elections at 858-7819. Transportation by bus is provided on Election Day to all registered voters.

WINDOW TREATMENTS:

In order to maintain a consistent exterior appearance of the building, horizontal mini-blinds are provided for all windows.

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Appendix "A"

Miscellaneous Charges

DINING SERVICES:

Guest Meals/Extra Meal

Lunch	\$ 12.00
Dinner	\$ 12.00

Parties/Groups

See Food Service Manager for cost.

TRANSPORTATION:

Rides to Medical appointments \$30.00 each ride in excess of the 12 free rides per year.
(On a scheduled basis, Monday through Friday between 9am-3pm)

Cancellation Fees \$10.00
(except when it is beyond your control)

Rides in excess of 15 miles 50¢ per mile in excess of 15 miles
(Case Manager will help you make alternate arrangements for rides in excess of 30 miles)

Private Transportation

Going Places (Erie County)	858-7433
Lancaster Senior Center	685-3498
We-Care Transportation	838-0349
Goodcare Wheelchair Van	833-3445
Elderwood Transportation	250-0062
Buffalo Transportation, Inc.	877-5600
Help for Seniors of WNY	948-7829
Neighbor Labor	629-3222

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Appendix "B"

Staff Directory

GreenField Terrace

Administrator	Judy Kelly 681-6362
Director of Health Services	Paula Kassim 681-6363
Case Manager/Activities Director	Jessica Cornell 681-6364
Food Service Manager	Todd Miller
Environmental Services Worker	Jeremiah Bogard
Senior Living Director	Lori Hannon 684-8400, Ext. 6202

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